



Spalding County online

Board of Commissioners

REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Monday, January 6, 2003 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 Dick Morrow, Michael Kendall, Johnie McDaniel, Cecil Davis and Eddie Goss 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 McDaniel**
- II. INVOCATION - Rev. Randy Valimont**
- III. PLEDGE TO FLAG – Led by Chairman McDaniel**

Commissioner McDaniel made comments as he stepped down as Chairman for 2002. He thanked the Board of Commissioners for the cooperation they have given him and the ability to work together as a team for the past two years. He also thanked Mr. Wilson, Mr. Sabine and Mrs. Doane without whose help this would be a lot less fun. He said when you serve as Chairman of this Board and see how they work, day in and day out, you will come to appreciate them and understand that they do a very fine job managing this County for us. He also thanked the residents of Spalding County who have encouraged him and supported him over the past year.

IV. Election of Chairman and Vice Chairman for Calendar Year 2003

Commissioner Johnie McDaniel nominated Dick Morrow as Chairman. With no other nominations Commissioner Davis made a motion to close nominations. Commissioner McDaniel second the motion and motion was unanimously approved by a vote of 5-0. Nomination of Commissioner Dick Morrow as Chairman for Year 2003 was unanimously approved.

Chairman McDaniel turned the gavel over to Chairman Morrow to conduct the rest of the meeting.

At this time Chairman Morrow presented Mr. McDaniel a plaque and gavel as outgoing Chairman for Year 2002.

Chairman Morrow opened the floor for nominations for Vice Chairman. Commissioner McDaniel nominated Michael Kendall. With no other nominations Commissioner Morrow made

a motion to close nominations. Commissioner McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0. The vote of Commissioner Kendall as Vice Chairman passed by a vote of 3-1-0 with Commissioner Davis voting in opposition and Commissioner Kendall abstaining from the vote.

APPOINTMENTS:

County Manager – William P. Wilson, Jr.

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the reappointment of William P. Wilson, Jr. as County Manager was unanimously approved by a vote of 5-0.

County Clerk – Phyllis P. Doane

Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the reappointment of Phyllis P. Doane as County Clerk was unanimously approved by a vote of 5-0.

County Attorney – James R. Fortune, Jr.

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the reappointment of James R. Fortune, Jr. as County Attorney was unanimously approved by a vote of 5-0.

V. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – n/a

VI. PRESENTATION OF FINANCIAL STATEMENTS – n/a

VII. CITIZENS COMMENTS – n/a

VIII. PUBLIC COMMENT

Ms. Gwen Flowers, 134 Spalding Street, addressed the Board concerning the request for sewer services for the North Side of Griffin with SPLOST proceeds.

Mr. Fred Edwards, 747 Steele Road, asked the status of the traffic signal at Birdie Road/US 19/41. Mr. Edwards was told that the project is scheduled to be completed in 90 to 120 days.

IX. MINUTES

1. Consider approval of the minutes of the Extraordinary Session and Zoning Public Hearing of December 16, 2002 and Special Called Meeting of December 30, 2002. *Upon motion by Commissioner McDaniel, seconded by Commissioner Morrow the minutes were approved by a vote of 3-0-2 with Commissioners Davis and Goss abstaining because they were not Commissioners and did not know if the minutes were accurate reflecting the meetings.*

X. CONSENT AGENDA

Upon motion by Commissioner McDaniel, seconded by Commissioner Davis Items 1 and 2 on the Consent Agenda were unanimously approved by a vote of 5-0.

1. Consider at second reading an ordinance amending the Spalding County Code relative to the Logging and/or Pulpwood Ordinance Adopted November 4, 2002.

SPALDING COUNTY, GEORGIA
ORDINANCE NO. 2002-14-A
AN ORDINANCE TO AMEND CHAPTER 4, LOGGING AND/OR PULPWOOD
OPERATIONS SECTION 6-4003 AND SECTION 6-4004 OF THE
SPALDING COUNTY CODE.

BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

Section 1. That the Code of Spalding County, Georgia, be amended in Part VI, Chapter 4 by amending Section 6-4003 and Section 6-4004 as follows:

BY STIKING PARAGRAPH A OF SECTION 6-4003 IN IT'S ENTIRETY AND INSERTING IN LIEU THEREOF A NEW PARAGRAPH A TO READ AS FOLLOWS:

Section 6-4003 Bond Required

- A. Any person or firm engaged in the cutting, removing or harvesting of standing timber in any unincorporated area of Spalding county for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall deliver to the Public Works Department a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting Spalding County, against any damage caused by such person or firm in an amount not to exceed \$5,000.00 or, at the option of the person or firm harvesting timber, a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. §7-1-4, in an amount not to exceed \$5,000 in lieu of such bond.
- B. The surety bond and/or irrevocable letter of credit required under this section shall be valid only for the calendar year in which it is delivered.

BY STRIKING PARAGRAPH A OF SECTION 6-4004 IN IT'S ENTIRETY AND INSERTING IN LIEU THEREOF A NEW PARAGRAPH A AS FOLLOWS:

Section 6-4004 Notice Required

- A. No person or firm shall begin to cut, remove or harvest standing timber in any unincorporated area of Spalding county for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant

located inside or outside this state without first providing notice of such harvesting operations to the Public Works Department prior to cutting any such timber.

- B. Prior written notice shall be required of any person or firm harvesting such timber for each separate tract to be harvested thereby, shall be in such form as prescribed by rule or regulation of the Public Works Director, and shall consist of the following:

BY STRIKING SUB PARAGRAPH IV OF PARAGRAPH B OF SECTION 6-4004 IN IT'S ENTIRETY AND INSERTING IN LIEU THEREOF A NEW SUB PARAGRAPH IV TO READ AS FOLLOWS:

- IV. The name, business address, business telephone number, current business registration, and nighttime or emergency telephone number of the person or firm harvesting such timber;

BY STRIKING PARAGRAPH D OF SECTION 6-4004 IN IT'S ENTIRETY AND INSERTING IN LIEU THEREOF A NEW PARAGRAPH D TO READ AS FOLLOWS:

- D. The failure of any person or firm to provide the surety bond or irrevocable letter of credit required under subsection 1 above, shall render the notice required in this section ineffective for any such harvesting operations unless and until the person or firm providing such notice has delivered to the Public Works Department a valid surety bond or irrevocable letter of credit.

BY STRIKING PARAGRAPH E OF SECTION 6-4004 IN IT'S ENTIRETY AND INSERTING IN LIEU THEREOF A NEW PARAGRAPH E TO READ AS FOLLOWS:

- E. Notice shall be effective for such harvesting operation on such tract within such unincorporated area of Spalding County upon receipt of the same by the Public Works Department and, if applicable, compliance with the requirements of subsection 1 of this section and until such time as the person or firm giving such notice has completed the harvesting operation for such tract; provided, however, that any subsequent change in the facts required to be provided for purposes of such notice shall be reported to the Public Works Department within three business days after such change.

Section 2. This ordinance shall be and become effective immediately upon its adoption by the Board of Commissioners of Spalding County, Georgia, as prescribed by Section 2-1005 of the Code of Spalding County.

Section 3. All ordinances and parts of ordinances in conflict herewith are repealed.

2. Consider at second reading an Amendment to the Official Zoning Ordinance and Official Zoning Map of the following:

- **Rezoning Application #02-33Z:** Hollis J. Hutchinson, Owner—Calhoun Road, 1.712 acres, AR-1 to R-2, conditional.

**APPLICATION OF HOLLIS J. HUTCHINSON
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY,
GEORGIA;**

REZONING APPLICATION 02-33Z

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “AR-1, Agricultural and Residential;”

WHEREAS, Hollis J. Hutchinson, applicant, applied for a change in zoning classification to be applied to the within described property to “R-5, Single Family Residential;”

WHEREAS, such application was filed with Spalding County, Georgia on October 24, 2002;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on December 16, 2002, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the

Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia and an amendment to the Official Zoning Map of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that lot, tract or parcel of land situate, lying and being in Land Lot 41 of the 3rd Land District of originally Monroe County, now Spalding County, Georgia, and being particularly described as Area: 1.712 acres on that certain plat of survey entitled "Re-Zoning Plat for Hugh Akins" dated October 23, 2002, prepared by Gerald H. Bernhard, Professional Registered Land Surveyor No. 2688. The property is more particularly described as follows:

To reach the POINT OF BEGINNING, travel a distance of 296.4 feet North from the center line of Rehoboth Church Road to ½ inch rebar found which marks said POINT OF BEGINNING; the North 13 degrees 13 minutes 52 seconds West a distance of 256.10 feet to a point; thence South 84 degrees 3 minutes 3 seconds East a distance of 292.85 feet to a ½ inch rebar set; thence South 13 degrees 15 minutes 00 seconds West a distance of 257.37 feet to ½ inch rebar set; thence North 83 degrees 48 minutes 24 seconds West a distance of 292.61 feet to the POINT OF BEGINNING.

From "AR-1, Agricultural and Residential" to "R-2, Single Family Residential" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. Home shall have a single-car garage.

Section 3

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On January 6, 2003, by official action of the Board of Commissioners of Spalding County, Georgia the following change was made in the Official Zoning Map, Spalding County: All that lot, tract or parcel of land situate, lying and being Land Lot 41 of the 3rd Land District of originally Monroe County, now Spalding County, Georgia, and being particularly described as Area: 1.712 acres on that certain plat of survey entitled "Re-Zoning Plat for Hugh Akins" dated October 23, 2002, prepared by Gerald H. Bernhard, Professional Registered Land Surveyor No. 2688, located on Calhoun Road, zoned R-2, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

XI. OLD BUSINESS

1. Consider at second reading an ordinance amending the Spalding County Code, Part II, Chapter 11, Section 2-11006 regarding changes to the Smoking Policy. *Motion made by Commissioner Goss to table this second reading of ordinance until the next regular scheduled meeting. Commissioner McDaniel seconded the motion and motion was approved by a vote of 4-1 with Commissioner Morrow voting in opposition.*

2. Discuss concerns with renewal of alcohol retail sales license for Young's Liquor and Sam's Package Store. Mr. Moon was present for the discussion. The problems of trash, loitering and selling to a minor were discussed in length with Mr. Moon. Suggestions were made to Mr. Moon of hiring a security person to monitor the loitering and also a recommendation made to put up a fence in the back to help alleviate the trash problem. Mr. Moon stated that he did not have the funds to hire a security guard or to put up a fence. He asked for some time to clear these problems up. Sheriff Stewart was present and asked the Board to allow him to go out to Mr. Moon's business and explain the options he has to correct the problems and he would report back to the Board.

XII. NEW BUSINESS

Chairman Morrow stated that it had been requested by Sheriff Stewart for Item No. 3 under New Business to be moved up to Item No. 1. *Upon motion by Commissioner Davis, seconded by Commissioner McDaniel the agenda was unanimously amended to move this item up.*

1. Consider proposals for food services contract for the Spalding County Jail. Assistant County Manager Sabine addressed this item. He said that Captain Ray, endorsed by Sheriff Stewart, had made a recommendation to award a food services contract to Valley Food Services for a period of one year with renewals not to exceed December 31, 2007. Bids were received from ARAMARK and Valley Food Services. The bids were very close on price; however, Captain Ray recommended Valley on the basis of quality of food and security issues. The contract was asked to be approved pending approval by the County Attorney. The termination date with ARAMARK is to be negotiated.

Upon motion by Commissioner Davis, seconded by Commissioner McDaniel the contract with Valley Food Services was unanimously approved by a vote of 5-0 pending approval by County Attorney.

FOOD PREPARATION AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **SPALDING COUNTY BOARD OF COMMISSIONERS** (“Client”) and **VALLEY SERVICES, INC.** (“Valley”), a corporation formed and existing under the laws of the State of Mississippi, with its office and place of business in Jackson, Mississippi.

WITNESSETH:

The parties agree and obligate themselves and successors and assigns as follows:

1. **Term:** The terms of this Agreement shall commence on the 23rd day of January, 2003, and shall continue until the 31st day of December, 2003. This Agreement is automatically renewed at the termination date for successive one (1) year terms unless written notice is provided by either party to the other at least thirty (30) days prior to the expiration of the term then in effect. In the event any law of the applicable jurisdiction imposes any maximum term, this Agreement shall not be renewed beyond such maximum term as referred in the RFP.

1A. Termination: Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement at the end of such thirty (30) days.

2. Method of Operation:

(a) Valley will prepare and deliver meals to the Client seven (7) days a week. Valley will prepare a hot meal for breakfast and a cold meal for lunch and a hot meal for dinner. Menus will consist of 2,700 to 2,900 calories per day. Delivery times will be mutually agreed upon.

(b) Valley shall have the exclusive right to occupy and operate during the terms of this Agreement the food service facilities of the Client, including the exclusive use of the kitchens, service and storage rooms, and kitchen equipment owned by the Client (the "Food Service Facilities"). Client will provide inmate labor to assist in the preparation and serving of the meals.

(c) The Client will provide the following:

- Garbage removal from a designated collection point
- Utilities necessary for operation
- Pest control for the Food Service Facilities

(d) Valley will provide the following:

- Plastic Flatware
- Disposable Trays

3. Billing and Payment:

The charge for scale meals will be as follows:

<u>If The Average Inmate Count Is:</u>	<u>The Rate Per Meal Will Be:</u>
300 – 350	\$1.25
351 – 400	\$1.15
401 – 450	\$1.039
451 – 500	\$0.993
501 – up	\$0.976

The Average Inmate Count will be determined by dividing the total number of inmate meals served during each week by 21. For example, if 9,450 inmate meals were served during a one week period, then the Average Inmate Count for that week would be 450 and the price per meal for that week would be \$1.039.

The rates stated above are based on an average daily inmate count of 300. In the event the average daily inmate count falls below 300, a new rate will be negotiated between Valley and the Client.

Sales tax will be charged unless a Certificate of Exemption is furnished to Valley.

The billing rates shall be adjusted for succeeding years upon mutual agreement between Valley and the Client. In no event shall the increase exceed the United States Department of Labor Consumer Price Index (CPI) for the month of September.

Valley will bill on a weekly basis. Payment is due within thirty (30) days of invoice date. In the event payment is not received by the due date, this Agreement may be terminated upon thirty (30) days notice. The Client shall be responsible for all collection costs and attorney's fees incurred by Valley to obtain payment.

4. Insurance: Valley shall maintain Workers' Compensation Insurance and Employers Liability covering Valley's employees with limits of \$100,000 per accident, \$100,000 per disease, and disease aggregate of \$500,000.

During the term of this Agreement, Valley shall maintain Comprehensive General Liability with limits of \$2,000,000 General Aggregate, \$1,000,000 Products and Completed Operations, \$1,000,000 Personal Injury, and \$1,000,000 each occurrence.

Valley shall maintain Comprehensive Automobile Insurance covering Valley's vehicles with limits of \$500,000 Combined Single Limit.

Valley shall cause certificates of insurance to remain current and delivered to the Client.

Each of Valley and the Client releases the other party from any responsibility for damage to the Food Preparation Facilities or other property owned by either party, caused by fire or other casualty and resulting directly or indirectly from the use or occupancy of the Food Preparation Facilities or any portion thereof by Valley. Each party agrees to provide a waiver of subrogation clause in their property insurance and furnish the other party with proof of such.

5. Miscellaneous Provisions:

5.1 Indemnity: The Client hereby releases, indemnifies and agrees to hold harmless Valley from and against any loss, liability, claims, damages, costs, and expenses, including without limitation attorneys' fees, asserted by any third-party for claims or actions arising out of or as a result of the Client's negligence.

Valley shall likewise release, indemnify, and agree to hold harmless the Client from and against any loss, liability, claims, damages, costs, and expenses, including without limitation attorneys' fees, asserted by any third-party for claims or actions arising solely out of or as a result of Valley's negligence.

5.2 Authority: Valley and the Client each represent that the person executing this Agreement, in duplicate, has been duly and validly authorized to execute this Agreement on their behalf and that they have full power and authority under all applicable laws and their respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

5.3 RFP Provisions Incorporated by Reference: Subject to any modifications as may be stated in this Agreement, provisions of the request for proposal (RFP) response submitted by Valley to the Client on November 18, 2002 shall be incorporated by reference into this Agreement.

2. Consider appointments to Boards, Authorities and Commissions for Calendar Year 2003.

The policy for appointments is that nominations are to be placed in the Appointment Book in chronological order by date and those individuals will be voted on in that manner. The individuals who receive three votes first will be who the Board chooses for that position.

A. APPOINTMENTS BY THE BOARD OF COMMISSIONERS:

1. Spalding County Board of Tax Assessors – 6 Year Term

- a. To succeed Joe Phillips, Six-year term to expire 12-31-08 – Only nomination in the Appointment Book. - **Appointed William G. Murray**

2. Spalding County Planning Commission – 4 Year Term

- a. Post 2 – To succeed William F. Bryant, Four-year term to expire 12-31-06 – **Commissioner Davis appointed Ronnie Green**
- b. Post 5 - To succeed Karen Mathiak, Four-year term to expire 12-31-06 – **Commissioner Goss reappointed Karen Mathiak**

3. Spalding County Library Board of Trustees- 4 Year Term

- a. To succeed S. J. Overstreet (Sara), Four-year term to expire 12-31-06 - No nominations in the book - **Tabled**

4. Spalding County Board of Zoning Appeals

- a. Post 2 to succeed B. Frank Harris, Jr., Four-year term to expire 12-31-06 – **Commissioner Davis appointed Jon Baird**
- b. Post 3 to succeed Keith Dryden, Two-year term to expire 12-31-04 – **Commissioner McDaniel reappointed Keith Dryden**
- c. Post 4 to succeed Margaret Palmer, Two-year term to expire 12-31-04 – **Commissioner Morrow appointed Bobby Hart**
- d. Post 5 to succeed Dennis Richardson, Four-year term to expire 12-31-06 – **Commissioner Goss reappointed Dennis Richardson**

5. Spalding County Personnel Appeals Board- 3 Year Term

There were two nominations in the Appointment Book, Wayne A. Smith and Dr. Scott Rowlett. There were no votes for Dr. Rowlett as he preferred to serve on another Board.

- a. To succeed Ms. Lee Turner, Three-year term to expire 12-31-05 - **Tabled**
- b. To succeed Wayne A. Smith, Three-year term to expire 12-31-05 – **Reappointed**

6. **Griffin-Spalding County Hospital Authority- 4 Year Term**

There were two nominations in the Appointment Book, Mike Kendall and Phil Mouchet. Mr. Kendall received two votes and Mr. Mouchet received three votes.

- a. To succeed M. Michael Kendall, Four-year term to expire 12-31-06 – **Appointed Phil Mouchet**

7. **Griffin-Spalding County Development Authority – 3 Year Term**

There were four nominations in the Appointment Book, Douglas Wren, Marcia Collins, Ray Dender and Alton Knight. There were three positions. Mrs. Collins did not receive any votes as she preferred to serve on another Board.

- a. To succeed Ray Dender, Three-year term to expire 12-31-05 - **Reappointed**
- b. To succeed Rosa Lee Stewart, Three-year term to expire 12-31-05 – **Appointed Alton Knight**
- c. To succeed Ivan Taylor, Joint City-County Appt., Three-year term to expire 12-31-05 – **Appointed Douglas Wren**

8. **Butts, Henry, Lamar & Spalding County Development Authority – 3 Year Term**

- a. To succeed Warren Scoville, Term expired 12-31-01 - **Tabled**

9. **Griffin-Spalding County Airport Commission – 3 Year Term**

There were two nominations in the Appointment Book, Michael Criswell and Frank Chastain. Mr. Criswell received two votes and Mr. Chastain received three votes.

- a. To succeed Ivan Taylor, Three-year term to expire 12-31-05 – **Appointed Frank Chastain**

10. **West Central GA Regional MHDDAD Board – 3 Year Term**

- a. Vacant - A Three-year term to expire 01-31-06 - **Tabled**
- b. To succeed William Nesbit, Three-year to expire 7-31-05 - **Tabled**

11. **Jail Population Management Task Force – 6 Year Term**

Each one received five votes.

- a. To succeed Tom Perdue, Term to expire 12-31-07– **Reappointed**
- b. To succeed Roger Miller, Six-year term to expire 12-31-08 - **Reappointed**

12. Board Of Appeals & Adjustments Unsafe Building Abatement Code- 4 Year Term

Each one received five votes.

- a. To succeed Fred Edwards, Four-year term to expire 12-31-06 – **Reappointed**
- b. To succeed Charles Penny, Four-year term to expire 12-31-06 –

Reappointed

13. Keep Griffin/Spalding Beautiful, Inc. – 2 Year Term

- a. Orchard Hill rep. Vacant position, Two-year term expires 12-31-03 -

Tabled

14. Local Law Enforcement Block Grant Advisory Commission

Each one received four votes with Commissioner Kendall not voting. Tootsie Powers was reappointed but it was noted that she no longer was in the school system and would need to research to see if she can actually be a member of this commission.

- a. Bill McBroom (Prosecutor's Office), One-year term to expire 12-31-03 - **Reappointed**
- b. Fred Roney (Court System), One-year term to expire 12-31-03 - **Reappointed**
- c. Tootsie Powers (School System), One-year term to expire 12-31-03- **Reappointed**
- d. Marvin Brooks (Private Sector), One-year term to expire 12-31-03 - **Reappointed**

15. Griffin-Spalding Area Transportation Planning Coordinating Committee

There was only one nomination in the Appointment Book, Bill Westmoreland. He received five votes.

- a. To succeed Bill Westmoreland, One-year term to expire 12-31-03- **Reappointed**
- b. To succeed Bobby Hart, One-year term to expire 12-31-03 - **Tabled**

16. Griffin-Spalding Community Collaboration Council

- a. To succeed Dr. W. Ray Hill, Two-year term to expire 12-31-04 - **Reappointed**
- b. To succeed Martha W. McDaniel, One-year term to expire 12-31-03 – **Appointed Eddie Goss**

17. McIntosh Trail TMDL Task Force – 2 Year Term

- a. To succeed M. Michael Kendall, Two-year term to expire 12-31-04 - **Reappointed**
- b. To succeed Michael E. Sabine, Two-year term to expire 12-31-04 -

Reappointed

B. COMMISSIONERS AS MEMBERS OF APPOINTED BOARDS: All One-Year Terms

- 1. **Griffin-Spalding County Hospital Authority**
Ex-officio, to succeed Johnie McDaniel - **Reappointed**
- 2. **Griffin-Spalding County Development Authority**
Chairman or designee voting member, to succeed Martha McDaniel – **Chairman**

Morrow

- 3. **Spalding County Parks and Recreation Commission**
Ex-officio, to succeed Johnie McDaniel - **Reappointed**
- 4. **Griffin-Spalding County Airport Commission**
Ex-officio, to succeed Dick Morrow - **Reappointed**
- 5. **Spalding County Board of Health**
Chairman or designee voting member, to succeed Mike Kendall - **Reappointed**
- 6. **Spalding County Water & Sewerage Facilities Authority**
Chairman or designee, to succeed Merrill Massengale – **Appointed Cecil Davis**
- 7. **Board of Directors, McIntosh Trail Regional Development Commission**
County Representative, to succeed Merrill Massengale – **Appointed Eddie Goss**
- 8. **Downtown Council-Main Street Advisory Board**
Voting member, to succeed Martha McDaniel – **Appointed Cecil Davis**
- 9. **Griffin Area Chamber of Commerce Board of Directors**
Ex-officio, to succeed Dick Morrow – **Appointed Johnie McDaniel**
- 10. **Two Rivers RC&D Council**
Voting member and alternate member:
To succeed Martha McDaniel, voting member – **Dick Morrow**
William P. Wilson, Jr., alternate member – **William Wilson**
- 11. **West Central Georgia Private Industry Council, Inc. (PIC)**
Chief local elected official’s committee
To succeed Merrill Massengale – **Appointed Eddie Goss**
- 12. **Community Services Board**
To succeed Merrill Massengale – **Appointed Cecil Davis**

13. **Griffin-Spalding Area Transportation Planning Coordinating Committee**

To succeed Dick Morrow - **Reappointed**

To succeed Martha McDaniel – **Appointed Johnie McDaniel**

3. Consider appointments to Boards, Authorities and Commissions to fill unexpired terms.

1. Spalding County Department of Family & Children Services Board – 5 Year Term

There were three nominations in the Appointment Book, Dr. Scott Rowlett, Bennie Owens and Porche Lacy. Dr. Rowlett received four votes, Mr. Owens received two votes and Ms. Lacy received four votes.

- a. To succeed Mrs. Cleola Head, resigned – Term to expire 6-30-05 – **Appointed Porche Lacy**
- b. To succeed Warren Pugh, resigned – Term to expire 6-30-03 – **Appointed Dr. Scott Rowlett**

2. Spalding County Water and Sewerage Facilities Authority – 6 Year Term

There was only one nomination in the Appointment Book, Marcia Collins.

- a. To succeed Cecil L. Davis, resigned – Term to expire 12-31-07 – **Appointed Marcia Collins**

3. Keep Griffin/Spalding Beautiful, Inc. – 2 Year Term

There was only one nomination in the Appointment Book, Diane Dunaway. This was to replace Betty Calhoun who resigned. Sunny Side City Council has not made a recommendation.

- a. To succeed Patricia Grant (SunnySide rep.) – resigned – Term to expire 12-31-03 - **Tabled**
- b. To succeed Betty Calhoun- resigned – Term to expire 12-31-03 – **Appointed Diane Dunaway**

4. Consider proposal from Utility Service Co., Inc. for Water Tank Maintenance Contracts on the Sunny Side and Williamson Road water tanks. County Manager Wilson gave a brief history of this item. He said that the water tanks were constructed in 1989 and were inspected and cleaned for the first time in July 2002. Tanks require painting inside and outside with various repairs needed to both tanks. Under this proposal tanks will be visually inspected every year and washed out every other year. Minor repairs will be made during the inspection and the tanks will be repainted on the outside every seven years and inside every ten years. RFP's were sent out to three additional vendors with only Utility Service Company of Perry, GA responding. The cost is \$90,000 for the first three years and levels out after the fourth year. This will be paid through the Spalding County Water Authority funds.

Commissioner McDaniel made a motion to approve Contracts pending minor modifications by the County Attorney. Commissioner Davis seconded the motion and motion was unanimously approved by a vote of 5-0. The revised Contracts are as follows:

WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by and Between **Spalding county, Georgia** hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at **Williamson Tank**.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year **2003**. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in **2005**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to or exceed the requirements of the **Georgia Environmental Protection Division**, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of portable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any authorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$12,297.00 has been established for this tank. **This base fee begins in Year 2006. See Addendum No. 1 for Years 2003, 2004, and 2005.**

In year **2009** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather. Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety [90] days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by one [1] authorized voting official of the Owner's management and/or Commissioners

This Agreement signed this 17th day of January 2003.

OWNER

UTILITY SERVICE CO., INC.

By: (L.S.) Dick Morrow
Chairman

Charles Belcher
GA Representative

Addenda to Contract Number Williamson Tank, Dated 1-10-03

No. 1

This tank shall receive an exterior and interior renovation prior to the first anniversary of this agreement. The annual fee for Years 2003, 2004, and 2005 shall be \$44,176.00 per year. The annual fee for Year 2006 shall be \$12,297.00.

No. 2

PAYMENT TERMS: The first annual fee shall be due and payable upon completion of the initial exterior and interior renovation. The second annual fee shall be due and payable on the first anniversary of this agreement. Each consecutive annual fee shall be due and payable on the anniversary date of this agreement.

No. 3

Should Spalding County, Georgia elect to cancel this agreement prior to remitting the first three [3] annual fees, then the balance of the first three [3] annual fees shall be due and payable within thirty [30] days of notice to cancel.

No. 4

The attached Exhibit "A" Response to RFP is incorporated and made a part of this agreement. The attached Exhibit "B" Certificate of Insurance is incorporated and made a part of this agreement.

WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by and Between Spalding county, Georgia hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon water storage tank located at Sunny Side Tank.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year **2003**. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in **2005**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to or exceed the requirements of the **Georgia Environmental Protection Division**, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of portable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$12,618.00 has been established for this tank. **This base fee begins in Year 2006. See Addendum No. 1 for Years 2003, 2004, and 2005.**

In year **2009** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather. Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety [90] days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by one [1] authorized voting official of the Owner's management and/or Commissioners

This Agreement signed this 17th day of January 2003.

OWNER

UTILITY SERVICE CO., INC.

By: (L.S.) Dick Morrow
Chairman

Charles Belcher
GA Representative

Addenda to Contract Number Sunny Side Tank, Dated 1-10-03

No. 1

This tank shall receive an exterior and interior renovation prior to the first anniversary of this agreement. The annual fee for Years 2003, 2004, and 2005 shall be \$45,400.00 per year. The annual fee for Year 2006 shall be \$12,618.00.

No. 2

PAYMENT TERMS: The first annual fee shall be due and payable upon completion of the initial exterior and interior renovation. The second annual fee shall be due and payable on the first anniversary of this agreement. Each consecutive annual fee shall be due and payable on the anniversary date of this agreement.

No. 3

Should Spalding County, Georgia elect to cancel this agreement prior to remitting the first three [3] annual fees, then the balance of the first three [3] annual fees shall be due and payable within thirty [30] days of notice to cancel.

No. 4

The attached Exhibit "A" Response to RFP is incorporated and made a part of this agreement. The attached Exhibit "B" Certificate of Insurance is incorporated and made a part of this agreement.

5. Consider Resolution Certifying the Adoption of a Change to the Spalding County Comprehensive Plan and Associated Future Land Use Map. *Upon motion by*

Commissioner McDaniel, seconded by Commissioner Davis the following Resolution was approved by a vote of 4-0-1 with Commissioner Goss abstaining given reason as unfamiliar with the process.

Resolution

A Resolution Certifying the Adoption of a Change to the Spalding County Comprehensive Plan and Associated Future Land Use Map

WHEREAS the Spalding County Board of Commissioners has endorsed the adoption of a change to the Future Land Use Map to effect the creation of a Rural Reserve density residential category and for other purposes; and

WHEREAS the Board of Commissioners has also authorized a change to the text of the Spalding County Comprehensive Plan 1994-2014 further endorsing the creation of a Rural Reserve density residential category; and

WHEREAS the Board of Commissioners desires to implement these changes in order to manage future growth of Spalding County and promote the general welfare of its citizens;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Spalding County that the Board affirms this 2002 revision to the Future Land Use Map, and the associated amendment to the Spalding County Comprehensive Plan as endorsed by the Board of Commissioners on November 21, 2002.

BE IT FURTHER RESOLVED that the Board of Commissioners directs the County Manager to transmit an original copy of this certification resolution and a full-copy of the amended Comprehensive Plan text to the Georgia Department of Community Affairs in accordance with the Georgia Planning Act of 1989 and DCA administrative rules.

6. Consider rescheduling the January 20th meeting due to conflict with observance of Martin Luther King, Jr. holiday. *The consensus of the Board was to have the Extraordinary Session at 5:00 PM on January 23, 2003 with the Public Hearing immediately following at 6:00 PM.*

7. Consider approval of final plat for The Orchards Subdivision, located off Zebulon Road. *Upon motion by Commissioner Goss, seconded by Commissioner Morrow final plat was unanimously approved by a vote of 5-0.*

8. Consider acceptance of Right-of-Way Deed for Pecan Point, located in The Orchard Subdivision. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis acceptance of Right-of-Way Deed was unanimously approved by a vote of 5-0.*

9. Commissioner Goss requests consideration of Memorandum of Agreement to Partner With Spalding County Collaborative Authority for Families and Children, Inc. The majority of the Board had some questions about some of the wording in this Agreement and asked for clarification on some of the things the County is going to sign on to. It was recommended that this item be tabled until the January 23rd meeting to allow staff, County Attorney, and Ms. Regina Abbott to come up with some language that would be more definitive on what the County's obligation would be. *Upon motion by Commissioner Kendall, seconded by Commissioner Davis the item was tabled until the next meeting by a vote of 4-1 with Commissioner Goss voting in opposition.*

10. Consider dates for a Special Called Meeting to adopt Resolution calling for March 18 SPLOST referendum. *The consensus of the Board was to have the Special Called Meeting on Wednesday, January 15, 2003 at 4:30 PM.*

County Manager Wilson stated under this item he would like to know if the Board would like to have another workshop meeting to discuss projects to be included in the SPLOST. He really needs to give direction to bond counsel on the projects to be included where Resolution can be drawn up. The Board felt like they needed another meeting. The meeting was scheduled to be Friday, January 10, 2003 with a tentative time of 11:00 AM.

XIII. REPORT OF COUNTY MANAGER

County Manager Wilson had no report.

XIV. REPORT OF COMMISSIONERS

Commissioner Kendall had no comments.

Commissioner Goss thanked the voters of District 5 the opportunity to serve them as well as his family who supported him. He said he looked forward to working with the members of the Board.

Commissioner Goss asked the status of the Health Board Appointment of Dr. William Valdon Smith, Jr. He said that Dr. Smith was no longer in active practice. County Attorney Fortune stated that no letter of resignation had been received and there was no vacancy on the Health Board at this time. Dr. Smith would be contacted to see if he wishes to serve or not.

Commissioner Davis thanked his voters in District 2 and also looked forward to working with this Board.

Commissioner McDaniel addressed growth in Spalding County. He said that Henry County has made some zoning changes and one is the charge of impact fees and he sees growth driven our way. He said he would like to see us do some serious work on the UDO. He said that we need to start thinking about having a very close relationship with Planning & Zoning Board over the next few months to make sure we don't get some of the housing being built in abundance in Clayton County and Henry County. He said that

we need to try to manage quality as well as numbers. He recommended that there be a Planning & Zoning Board/Board of Zoning Appeals workshop in the next couple of months explaining the urgency before this growth takes place.

Commissioner Morrow also addressed impact fees and felt like this item should be on the Board of Commissioners' Retreat agenda.

Commissioner Morrow made the Board aware that building permits for November and December, average size homes in November were 1824 SF and December 1879 SF. He said that every month for this year we have averaged over 1500 SF heated house sizes in Spalding County.

Commissioner Morrow announced that the Airport Master Plan Commission meeting is Thursday night at the Alexander Technical Center at 6:30 PM. He said they would be discussing alternatives as what might happen at the Airport.

XV. CLOSED MEETING

Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the Board voted unanimously to go into Closed Session to discuss acquisition of real estate and also potential/pending litigation.

1. Commissioner Kendall requests an Executive Session to discuss acquisition of real estate. The County Attorney has requested to discuss potential/pending litigation.

Those present were Commissioners Dick Morrow, Michael Kendall, Johnie McDaniel, Cecil Davis, Eddie Goss, County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

CLOSED MEETING AFFIDAVIT

[A copy of the affidavit must be filed with the minutes of the meeting]

STATE OF GEORGIA
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

Members of the Spalding County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on January 6, 2003.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 8:30 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Yes Consultation with the county attorney or other legal counsel 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 or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and
(insert the citation to the legal authority making the tax matter confidential)_____;

Yes Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

No Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

No Other (describe the exemption to the open meetings law):

_____ as
provided in (insert the citation to the legal authority
exempting the topic)_____.

This the 6th day of January 2003.

Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 6th day of

January 2003.

Phyllis P. Doane

Notary Public

My commission expires: March 13, 2006

Dick Morrow

Johnie A. McDaniel

Cecil L. Davis

Edward Goss, Jr.

M. Michael Kendall

Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the Board voted unanimously to come out of Closed Session and go back into Open Session.

No business was transacted at this time.

XVI. ADJOURNMENT

Upon motion by Commissioner McDaniel, seconded by Commissioner Goss the meeting was unanimously adjourned at 9:00 P.M.

Clerk

Chairman

