



## Board of Commissioners

### EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Monday, February 16, 2004 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 Michael Kendall, Cecil Davis, Eddie Goss, Johnie McDaniel and Dick Morrow present. Also present were County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane.

### Agenda Topics

- I. OPENING (CALL TO ORDER) - Chairman Kendall**
- II. INVOCATION - Rev. Reginald Jacobs – Led by Commissioner McDaniel in the absence of Rev. Jacobs.**
- III. PLEDGE TO FLAG – Led by Chairman Kendall**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Parks and Recreation Advisory Board Chairman Wilbur Bailey would like to present requests for a future SPLOST. Mr. Bailey came forward and introduced Regina Abbott and Ronnie Perdue, members of the Parks and Recreation Advisory Board, who presented the list of projects they would like recommended for the upcoming SPLOST. The projects totaled \$2,465,000 including projects for Airport Road Park, AMBUCS Park, City Park, Fairmont, Neighborhood/Pocket Park Prototypes, Professional Services, Senior Center, Thomaston Mill Village Park, Trail and Greenway Master Plan, Volunteer Park and Wyomia Tyus Olympic Park. It was noted that the Senior Center project would cost approximately \$1.1 Million but the Advisory Board was only asking for \$600,000 in the SPLOST as they plan to submit an application for a CDBG Grant in the amount of \$500,000 to help finance this project. The Advisory Board also recommended that the theme of the SPLOST be "Building Communities".

Chairman Kendall asked Mr. Bailey and his Advisory Board to prioritize their list of projects as he anticipates a lot of competition in the community for this SPLOST money. It would be helpful to them as well as to the Board of Commissioners.

County Manager Wilson commented that the County Commissioners would be holding a public meeting of March 4, 2004 and asked them to come back to this meeting with a prioritized list of their projects.

### V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Seven Months Ended January 31, 2004. Ms. Jinna Garrison was present to answer any questions the Board might have. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the Financial Statements were unanimously approved by a vote of 5-0.*

### VI. CITIZENS COMMENTS - n/a

### VII. PUBLIC COMMENT

1. Mr. Tim Morrow came forward and gave his address as 540 Spring Wood, Forest Park, GA and addressed his request to utilize the Park and Ride Lot for drag racing events on weekends. Mr. Morrow was given permission to speak now even though he was first item under New Business. Mr. Morrow stated he was a member of the RC Drag Racing Club, which the club races RC cars, which are remote control cars. He said this is something they do for a hobby and is for the entire family. He had previously spoken to Mr. Wilson and Mrs. Doane and they had addressed a couple of concerns that he would like to address. He addressed traffic, the upkeep of the property and the liability insurance policy. Mr. Morrow said they would be responsible for

keeping the parking lot clean during and after races. He said everything was secure and safe and they carry a \$2 Million liability policy for this lot.

County Manager Wilson stated that we have an Agreement with Griffin Technical College for their use during the week but there is nothing going on there during weekends. There was a question asked if we would give permission to use this lot or would have to lease the lot.

Mr. Dave Graves, another member of the Club, gave his address as 396 Sir William Court, Jonesboro, GA. He said that they do a club race once a month and also might have a national event. Mr. Morrow said the events were mostly bragging rights and just to have a good time. The races are on Saturdays and Sundays but mostly Saturdays.

Chairman Kendall addressed parking with Mr. Morrow and Mr. Graves. Mr. Morrow said that the Park and Ride Lot is more than big enough because there is not that big of a crowd right now and the space for the track is only 20 ft. wide by 200 ft. long. He said that it is set up like a drag strip.

Chairman Kendall recommended that this be part of the Parks and Recreation Department like the Youth Associations where it would relieve the Club from having to pay a fee to utilize the lot. He felt like the Recreation Department would be interested in this kind of recreation. The concept of this met with the Board's approval and Mr. Wilson commented he would get Mr. Greene and Mr. Sims to meet with Mr. Morrow and Mr. Graves to see if an Agreement could be worked out satisfactorily with both parties.

## **VIII. MINUTES**

1. Consider approval of the Regular Monthly Meeting of February 2, 2004 and Special Joint City/County Meeting of February 3, 2004. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the minutes were unanimously approved by a vote of 5-0.*

## **IX. CONSENT AGENDA – n/a**

## **X. OLD BUSINESS – n/a**

## **XI. NEW BUSINESS**

1. Consider request for Atlanta Radio Controlled Racing Club to utilize the Park and Ride Lot for racing events on weekends. *Motion made by Commissioner Morrow to approve in concept subject to a satisfactory Resolution of an Association Agreement through Parks and Recreation and the check of the Club's liability insurance policy. Commissioner McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

2. Consider request from Florida Rock Industries to relocate a portion of West Williamson Road. Mr. Eric Barger, Florida Rock Plant Manager for the Griffin Plant came forward and addressed this item. He said they were requesting to relocate a portion of West Williamson Road and bring it off Rivers Road where they can utilize the property they had rezoned. He presented the Board of Commissioners with a drawing of the road layout. He said they propose to build a new road with 80' ROW and 24' paved roadway for new section to be built to County and DOT specs and deeded to the County. Rivers Road would be resurfaced from intersection with relocated West Williamson Road to Rover-Zetella Road. Florida Rock would provide design and engineering for possible paving of remainder of West Williamson Road to Bethany Road including construction and right of way plans. Florida Rock would provide base material and rock needed for asphalt to pave remainder of West Williamson Road as designed at no cost to the County at a date agreeable to both. Once new road is deeded to and accepted by the County, the County will abandon portion of West Williamson Road

*Motion made by Commissioner Morrow to allow Florida Rock Industries to proceed with the design and engineer and paving of the relocated portion of this road to county standards at which time after road has been deeded to the County with the appropriate warranties, the County will start the abandonment procedure and work on the remainder of West Williamson Road with some type of agreement. Commissioner Davis seconded the motion and motion was unanimously approved by a vote of 5-0.*

3. Consider approval of Change Order No. 4 for the Highland Mills Sewer Improvement Project. The change order decreases the amount of project by \$11,350.89. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis Charge Order No. 4 was unanimously approved by a vote of 5-0.*

4. Consider contract with Bay Public Communications, Inc. for inmate phone services at the Spalding County Correctional Institution. *Upon motion by Commissioner Morrow, seconded by Commissioner Davis the following contract with Bay Public Communications, Inc. was unanimously approved by a vote of 5-0.*

***BAY PUBLIC COMMUNICATIONS Inc  
INMATE TELEPHONE SERVICE AGREEMENT***

This Inmate Telephone Service Agreement (“Agreement”) is made by and between Bay Public Communications Inc., having its principle place of business at P. O. Box 27852, Panama City Beach, Florida 32411 (“the Company”), and Spalding County, a political subdivision of the State of Georgia having its principal place of business at P. O. Box 1087, Griffin, Georgia 30224. Spalding County C.I. is known as the (“Facility Administrator”) having its principal place of business at 295 Justice Blvd., Griffin, Georgia 30224.

- I. Term of Contract** – This Agreement shall become effective March 8, 2004. Unless one party or the other gives notice of their intent not to renew this Contract the said contract shall be automatically in effect for another one (1) year period commencing March 8, 2005 and terminating on March 8th of each year thereafter that this agreement is renewed.
- II. Material** – This Agreement applies to the provision of space by the Facility Administrator provides the Company. The term “Material” is defined herein as the Company’s inmate telephone set and enclosure (if any), including but not limited to associated wiring, inmate operating equipment/systems, and site preparation with an addition of (1) payphone in visitation area. Where Material of Company is installed upon the premises owned, leased or otherwise under the supervision of Facility Administrator, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate Material, which is subjected to recurring vandalism or insufficient usage to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Facility Administrator in writing of its intention to remove or relocate at least thirty (30) days prior to such action. Upon removal of material by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars or floors or other conditions on the premises, which resulted from the proper installation of Material described herein.
- III. Alteration and Attachments** – Facility Administrator may not make alterations or place any attachments to Material provided by the Company under this Agreement unless agreed in writing by the Company.
- IV. Remuneration** – The Company will install, operate and maintain Material at no charge to Facility Administrator except as stated below. The Company will pay Facility Administrator, for space provided and in consideration for granting Company exclusive rights for the installation and operation of Material, remuneration based on **50%** of gross billable calls.

The Company will provide Facility Administrator with remuneration on a monthly basis or other. Commencing with the first collection and or settlement period following the date of execution below. Such remuneration and compensation will be sent to the address designated by Facility Administrator.

Facility Administrator agrees that all charges and remuneration policies are subject to change, including any changes that maybe required by the applicable Public Service Commission or any other regulatory or judicial body with authority to mandate such changes, and that at no time shall any charge or remuneration policy differ from that allowed by any regulation or tariff of the applicable Public Service Commission or other such body whether such regulation or tariff is currently in existence or is hereafter made known.

During the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding Material and inmate telephone station locations provided by, including but not limited to revenue and remuneration paid to the Facility Administrator, and shall not disclose such information to any party other than Facility Administrator.

The Company may provide at the request of the Facility Administrator a public defender line for inmates to make local calls to the public defender telephone number(s) at no charge to the inmate.

**V. Facility Administrator Agrees To:**

- a. Not allow any other provider to install, operate, maintain or co-locate any inmate telephone or inmate system, during the original term or any renewal periods of the Agreement, at Facilities covered under this Agreement.
- b. Advise the Company of any Facility that has been closed.
- c. To the extent permissible by law, use the Company as its exclusive agent in all matters relating to inmate telephone service.
- d. Reasonably protect the Material against willful abuse and report any damage, service failure or hazardous conditions to the Company.
- e. Provide necessary power and power source, and to provide suitable space, accessible to inmates for inmate telephone service, and further represents that it is authorized to provide said space.
- f. Permit the Company to display signs furnished by the Company upon mutual consent; and not to affix or allow being affixed any other signs, equipment or information to the Material.
- g. Permit access to its respective facilities without charge or prejudice to Company employees or representatives, inmate telephone users, patrons or consignees.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by Company.

**VI. The domestic law the State of Georgia shall govern choice Of Law** – the construction, interpretation and performance of this Agreement and all transactions under it.

**VII. Notices** – Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by either party shall be given or made by mail, postage prepaid, addressed to the respective party as follows:

**To Company:**

Bay Public Communications, Inc.  
P O Box 27852  
Panama City Beach, Fl 32411

**To Facility Administrator:**

Spalding County C.I.  
Attention: Warden Arsene Massac  
295 Justice Blvd.  
Griffin, GA 30224

**To County Manager:**

County Manager of Spalding County  
Attention: County Manager  
P.O. Box 1087  
Griffin, GA 30224

**VIII. Entire Agreement** – This Agreement constitutes the entire Agreement between Facility Administrator and the Company and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility Administrator hereunder shall incorporate the typed, Stamped or written provisions or data found thereon and in subordinate so long as they typed, stamped or written provision or data merely supplement but do not vary the provisions of this Agreement. The Facility Administrator represents and warrants that it has the absolute legal authority to make

decisions concerning the provisions of space for telephones placed by the Company at the locations covered by the Agreement.

- IX. Service Negotiation Rights** – Facility Administrator hereby grants the Company the exclusive right to select and contract, on the Facility Administrator’s behalf, the local, IntraLATA, and InterLATA carrier selections for all inmate and pay telephones covered by this Agreement.
- X. Relocation/Removal** – Material shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility Administrator at the location in which it is installed. At the agreement of both parties, the Company may relocate installed Material.
- XI. Title** – Title to Material shall be and remain in the Company.
- XII. Risk of Loss** – The Company and its insurers, if any, shall relieve Facility Administrator of all risk of loss or damage to the Material during the periods of transportation and installation of the Material.
- XIII. Default** – In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to either party by the then in addition to all other rights and remedies of law or equity or otherwise, including recovering or attorney fees and court cost, the nonbreaching party shall have a right to cancel this Agreement without charge or liability.
- XIV. Assignment** – This Agreement may be transferred or assigned, in whole or in part, by the Company to any parent, successor, subsidiary, or affiliated company of the Company.
- XV. Liability** – The Company acknowledges that it is an independent contractor and this Agreement shall not be construed as a contract of agency or employment. The Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to the Company’s employees including contribution from such persons, when required by law. The Company shall not be held liable for interruption of telephone service from any cause unless caused by company’s negligence. The Company’s liability for payment of remuneration in the event of known technical, computer or other difficulties resulting in the loss or unavailability of data necessary for calculation of remuneration’s shall be limited as follows: to an amount equal to the pro rata average daily remuneration for each day such data was lost or unavailable, in no event payable for less than 24-hour period, as calculated based on the previous twelve months’ remuneration, or if that data is unavailable, based on the Company’s reasonable estimate of the pro rata average daily remuneration lost. In no event shall either party make any claim for consequential, special, reliance, punitive or indirect damages.
- XVI. Supersede** – This Agreement supersedes any existing Agreement between Facility Administrator and the Company.
- XVII. Sever ability** – If any of the provisions of this Agreement shall invalid or unenforceable under the laws of the jurisdiction applicable to the entire Agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Company and Facility Administrator shall be construed and enforced accordingly.
- XVIII. Termination** – The Company and Spalding County reserves the right to terminate this Agreement upon sixty (60) days written notice to the other party.
- XIX. Tax Identification Code** – The Facility Administrator represents and warrants that its correct Tax Identification Code is: **58-6000886**
- XX. ADA** – The Company will install Material in accordance with the Americans with Disabilities compliance with all laws, rules and regulations, federal, state and local requirements, including but not limited to, handicapped requirements. If at the request of Facility Administrator, Company makes alterations, makes devises, or in any other ways provides for compliance shall be reimbursed by Facility Administrator or deducted from remuneration, otherwise payable under this Agreement, at Company’s option.

**Rates for Georgia are mandated per Facility Administrator.**

**If witness whereof**, the parties hereto have executed this Agreement by there duly authorized representatives on the dates set forth below:

**Bay Public Communications:**

(L.S.) Dan Strickland, President

**Facility Administrator:**

(L.S.) M. Michael Kendall, Chairman

**XII. REPORT OF COUNTY MANAGER**

County Manager Wilson announced that State Route 16 (Arthur K. Bolton) at Green Valley Road would be closed Tuesday, February 17, 2004 to thru traffic in order for Norfolk Southern to make improvements to the railroad crossing. DOT has closed this road and will reroute traffic to Highway 155 and Old Jackson Road.

County Manager Wilson announced that the Griffin-Spalding Area Transportation Committee would be meeting Wednesday, February 18, 2004 at 1:30 p.m. in the Courthouse Annex Meeting Room. Also there would be a Community Dialogue Session hosted by Georgia Department of Transportation Wednesday afternoon from 5:00 p.m. to 6:30 p.m. in the Courthouse Annex Meeting Room. This will be an open house session as you are invited to attend anytime during these hours.

County Manager Wilson announced that the County would be closing Jenkinsburg Road at the Towaliga River Wednesday morning, February 18, 2004 for bridge abutment repairs. The road will be closed from two to three weeks.

County Manager Wilson advised the Board that Wayne Moss, Executive Director of the Health Department may be able to help reduce the County's cost of dental care to inmates at the C.I. and Jail. The Health Department has a very successful dental program serving the school children here in the area and their two dentists have some time available and might be able to assist the County on a cost sharing basis to perform dental services to the inmates at the C.I. and Jail. The Board had no objections to Mr. Wilson checking to see if there could be cost savings to the County in utilizing these dentists. Mr. Wilson said if this is successful, the County may look into cost savings for medical expenses at these two facilities as well.

County Manager Wilson stated that the new Indigent Defense Law calls for a Circuit Public Defender to be appointed by the Georgia Public Defender Standards Council by April 30, 2004 for each circuit. Our circuit is Fayette, Spalding, Upson and Pike Counties. There would have to be a circuit budget adopted for this in next year's budget. Mr. Wilson stated that he, Fred Roney and County Attorney Fortune were looking into the possibility of cost savings if Spalding County opted out of the program; however, the only way to opt out is through local legislation and time is running out to introduce local legislation. Mr. Wilson commented that they would like for Commissioner Kendall to work with them on this study as he was very knowledgeable on this subject and the Board wholeheartedly agreed. Mr. Wilson stated that this service was only for Juvenile and Superior Court as the County would have to provide services for State Court through our contracted Public Defender.

**XIII. REPORT OF COMMISSIONERS**

Commissioner Morrow stated that he had attended the TAQC (Transportation Air Quality Committee) meeting in Atlanta. He watched them, as Spalding County is not officially a member yet, enact \$600 Million worth of spending for the northwest corridor. He re-emphasized the DOT meeting that is being held here in the Meeting Room Wednesday afternoon and asked the citizens and the Commissioners to attend because this is where we get our transportation plans placed into the DOT Transportation Plan, which gets into the ARC.

Commissioner Morrow stated that he had turned yet another commissioner complaint regarding an abandoned building to get it torn down and once again he was told that it was inspected and found to be structurally sound. He said it may be sound but the doors and windows are out and it is an eyesore and a problem. He said that we need a system to bring them up to code or tear them down. Commissioner McDaniel stated he agreed and we need to determine if they are inhabitable or not.

Commissioner Goss asked about the railroad crossing down in East Griffin. He said that it is torn all to pieces. County Manager Wilson stated that Norfolk Southern was replacing all the ties on

crossings in Spalding County. He said they were starting to at least do a portion of the crossings and he would see if he could find out what their schedule is.

Commissioner Goss made comments regarding the Spalding County Health Board meeting he attended for the first time. He said that Mr. Moss is going to retire and come back to work the next day as part time. He asked that this be tabled but was overruled. He said he was very disappointed in the meeting.

Commissioner Davis stated that he had talked with Mr. Moss, Mr. Dunson and Mr. Wilson in regards to the possible savings to the C.I. and the Jail through the Health Department and encouraged Mr. Wilson to proceed and get the Board more information on this.

Commissioner McDaniel commented that this past Friday he had the opportunity to be a part of the Senior Center's Valentine Party. There were 98 participants. He said that the Senior Center is something his fellow Commissioners ought to acquaint themselves with. He said that Ms. Kelly Leger is a valuable asset to this community, to this staff and does a marvelous job working with the participants.

Commissioner Kendall addressed the joint airport meeting with the City of Griffin that was held February 3, 2004. He thinks that there might be City movement to at least consider pursuing acquisition of property in the RPZ on the northwest end. He said some of the residents attended the City's meeting the other night and made some presentation. Mr. Kendall said that he intended on placing on the March 1<sup>st</sup> agenda a discussion of what is our next move but he wanted some input tonight as whether we should and should not pursue this and what direction we want to take.

Commissioner Morrow commented that he did not want to wait for the City to accomplish anything. He feels that we should pursue federal grants to buy out the houses and property in the Runway Protection Zones and he is seriously concerned about the County's liability if we do not. He said that we should ask the City to join us in this endeavor.

Commissioner Morrow stated for the record that there are continuing rumors going around that he secretly owns a lot of property and has options on property in the RPZ but this is not true. He said that he owns one building down at the end of Anne Street which he has had for several years and it is not in the RZP and would not be affected by this. He has no deals on land in the RPZ whatsoever.

Commissioner Davis commented that he would like to see the Board continue to pursue a corrected and an explanation on City's budgeting for the Airport, preferably for Years 2001, 2002 and 2003.

Commissioner McDaniel said that based on his present knowledge, he does not see a way that we are going to just buy out the Runway Protection Zones but he has no problem with continuing gathering information and coming to some reasonable conclusions. He said that he was in favor of placing this on the March 1<sup>st</sup> agenda.

Commissioner Kendall announced that Wyomia Tyus would be the guest speak at A.Z. Kelsey Middle School on February 27, 2004 at 9:00 a.m. for Founders Day Program and wanted to invite everyone to come. He said there would be a reception following the program at Mr. Amin's restaurant.

#### **XIV. CLOSED MEETING**

*Upon motion by Commissioner McDaniel, seconded by Commissioner Davis, the Board voted unanimously to go into a Closed Meeting to discuss acquisition of real estate.*

1. The County Manager desires a Closed Meeting to discuss acquisition of real estate.

Those present were Commissioners Michael Kendall, Cecil Davis, Eddie Goss, Johnie McDaniel and Dick Morrow. Also present were County Manager William Wilson, County Attorney Jim Fortune, County Clerk Phyllis Doane and Brian Upson from Paragon Consulting, Inc.

#### **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 February 16, 2004.

2.

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

3.

The executive session was called to order at 7:20 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:

**No** 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)\_\_\_\_\_.

Spalding County Board of Commissioners

Sworn to and subscribed  
Before me this 16<sup>th</sup> day of  
February 2004.  
Phyllis P. Doane  
Notary Public  
My commission expires: March 13, 2006

Dick Morrow  
Cecil L. Davis  
Edward Goss, Jr.  
Johnie A. McDaniel  
M. Michael Kendall

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

*No business was transacted at this time.*

## **XV. ADJOURNMENT**

*Upon motion by Commissioner Davis, seconded by Commissioner Morrow the meeting was unanimously adjourned at 7:40 P.M.*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

Please send comments to [webmaster@spaldingcounty.com](mailto:webmaster@spaldingcounty.com)  
Copyright © 2000 Spalding County all rights reserved