



Spalding County online

Board of Commissioners

EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Monday, May 17, 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**
- III. PLEDGE TO FLAG – Led by Chairman Kendall**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Consider approval of Proclamation designating the week of May 24-30 as “Greatest Generation Week” in Spalding County. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the following Proclamation was unanimously approved by a vote of 5-0.*

Proclamation

“Greatest Generation Week”

- WHEREAS,** Georgia has always provided its best and brightest sons and daughters to serve our nation during times of peace and war; and
- WHEREAS,** This year, as American men and women continue to fight for the security and the freedom of their fellow man, we also remember previous generations of veterans that too stood up against tyranny and against those who would do Americans harm; and
- WHEREAS,** American fought World War II from December 7, 1941, to December 31, 1946, during which 324,373 Georgians served their country. Of these brave men and women 6,781 were killed in action, 11,650 were wounded in action and 652 were held as prisoners of war with 364 still unaccounted for; and
- WHEREAS,** Georgia is home to 97,796 World War II veterans and their families and a State World War II Memorial honoring the men and women who served; and
- WHEREAS,** As we prepare to honor those who served in World War II with the opening of the National World War II Memorial, we should reflect on the sacrifices of those members of the Greatest Generation who served to return home and build this nation and those members of the Greatest Generation who made the ultimate sacrifice for our nation, though they would never see it again. To all of these soldiers, we owe a debt we can never repay; and
- WHEREAS,** Governor Perdue, during a special program paying tribute to Georgia’s World War II generation held in front of the state’s WWII Memorial located near the State Capitol Building, issued a Proclamation designating May 24-30, 2004 as “Greatest Generation Week” in Georgia to encourage local governments to plan and host events to honor Georgia’s World War II veterans in conjunction with the dedication of America’s National WWII Memorial to be held on Saturday, May 29, 2004 in Washington, D.C.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Spalding County that the week of May 24-30, 2004 is hereby proclaimed as

“GREATEST GENERATION WEEK”

in Spalding County and ask the citizens to honor the World War II Veterans, the home front and their families for their outstanding service to Georgia, America and the World.

2. Consider approval “Nunc Pro Tunc” of a joint City/County Proclamation proclaiming Wednesday May 12, 2004 as “Perkins Shibaura Day” in Griffin and Spalding County. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the following Proclamation was unanimously approved by a vote of 5-0.*

JOINT CITY/COUNTY PROCLAMATION

WHEREAS, Perkins Shibaura Engines, LLC officially dedicates its new manufacturing facility in Spalding County today, May 12, 2004; and

WHEREAS, Perkins Shibaura Engines is the world leader in the design and manufacture of diesel engines with this being the company’s first location of a plant in the United States; and

WHEREAS, This new manufacturing company is a joint venture between two of the best known names in diesel engine design and manufacture – Shibaura of Japan and Perkins Diesel of Great Britain. The new company will produce small specialist diesel engines for the construction, agribusiness, and other industries; and

WHEREAS, Perkins Shibaura Engines has initially invested \$6 Million in buildings, machinery and equipment at their location in the Green Valley Industrial Park at 325 Green Valley Road; and

WHEREAS, Perkins Shibaura will create 100 jobs; the creation of which will substantially impact the economic fabric of our City and County; and

WHEREAS, On December 19, 2003 there was a Training Plan Signing Ceremony at Griffin Technical College with Perkins Shibaura for the Quick Start Program, which is nationally recognized for providing high quality training services at no cost to new or expanding businesses in Georgia; and

WHEREAS, The City of Griffin and Spalding County enthusiastically welcome Perkins Shibaura to our community and extend our support and sincere appreciation for selecting Griffin and Spalding County for its first location in the United States.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Spalding County and the Board of Commissioners of the City of Griffin do hereby proclaim Wednesday, May 12, 2004 as

“PERKINS SHIBAURA DAY”

BE IT FURTHER RESOLVED that copies of the Proclamation are to be spread upon the minutes of the proceedings of both governing bodies to memorialize this important occasion in the life of our City and County.

This the 12th day of May 2004.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Ten Months Ended April 30, 2004. Ms. Jinna Garrison, Finance Director, was present to answer any questions. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the Financial Statements were unanimously approved by a vote of 5-0.*

VI. CITIZENS COMMENTS – n/a

VII. PUBLIC COMMENT

There was no one present who wished to make public comments.

VIII. MINUTES

1. Consider approval of the minutes of the Regular Monthly Meeting of May 3, 2004 and joint City/County Meeting held May 6, 2004. *Upon motion by Commissioner Morrow, seconded by Commissioner Davis the minutes were unanimously approved by a vote of 5-0.*

IX. CONSENT AGENDA

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

1. Consider at second reading an ordinance amending the FY 2004 Budget Ordinance to appropriate funds for the CDBG Sewer Improvement Project.

**AN ORDINANCE AMENDING THE
FISCAL YEAR 2004 BUDGET ORDINANCE
FOR
SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2004 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 26, 2003, be amended as follows:

Section I. Multiple Grant Fund

A. Revenues

Intergovernmental Revenue From \$ 54,000 to \$ 349,965

B. Expenditures

Highland Mills Sewer From \$ 0 to \$ 295,965

Approved on first reading this 3rd day May 2004.

Approved, adopted and enacted on second reading this 17th day May 2004.

2. Consider at second reading an ordinance amending the FY 2004 Budget Ordinance to appropriate funds for the Confiscated Assets Fund.

**AN ORDINANCE AMENDING THE
FISCAL YEAR 2004 BUDGET ORDINANCE
FOR
SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2004 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 26, 2003, be amended as follows:

Section I. Confiscated Assets Fund

A. Revenues

Fines and Forfeitures From \$ 0 to \$ 90,000

B. Expenditures

Confiscated Assets Public Safety From \$ 0 to \$ 90,000

Approved on first reading this 3rd day May 2004.

Approved, adopted and enacted on second reading this 17th day May 2004.

X. OLD BUSINESS: n/a

XI. NEW BUSINESS

1. Consider approval of final plat for Glenview Estates Subdivision off South McDonough Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis final plat for Glenview Estates Subdivision was unanimously approved by a vote of 5-0.*

2. Consider acceptance of right-of-way (ROW) deed for Glenview Drive and Glenview Trail located in Glenview Estates Subdivision off South McDonough Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis acceptance of right of way deed was unanimously approved by a vote of 5-0.*

3. Consider approval of final plat for The Cottages At Heron Bay Subdivision, located off Trestle Road. *Upon motion by Commissioner Morrow, seconded by Commissioner Davis final plat for the Cottages was approved by a vote of 4-1 with Commissioner Goss voting in opposition.*

4. Consider acceptance of right-of-way (ROW) deed for Cottage Club Drive located in The Cottages at Heron Bay off Trestle Road. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis acceptance of right of way deed was approved by a vote of 4-1 with Commissioner Goss voting in opposition.*

5. Consider Resolution for Lease Addendum authorizing the Chairman to execute a lease with ACCG for the purchase of equipment for the Sheriff's Department. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the following Resolution was unanimously approved by a vote of 5-0.*

ATTACHMENT E

RESOLUTION FOR LEASE ADDENDUM

A RESOLUTION TO AUTHORIZE AND DIRECT THE EXECUTION OF ONE OR MORE LEASE ADDENDA FOR A LEASE OR LEASES WITH ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Spalding County Board of Commissioners ("Lessee") has entered into a Master Equipment Lease (the "Master Equipment Lease") dated as of April 18, 2003 with Association County Commissioners of Georgia, for the leasing from time to time of certain property pursuant to Lease Addenda;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY GOVERNING BODY OF THE LESSEE:

1. The Chairman of Lessee is hereby authorized and directed to execute and deliver a Lease Addenda pursuant to the Master Equipment Lease to put into effect one or more leases for sheriff vehicles (the "Equipment"); said officer of the Lessee is authorized and directed in the name and on behalf of the Lessee to execute and deliver: (i) one or more Lease Addenda for items of the Equipment in substantially the form attached to the Master Equipment Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Equipment Lease, and such execution shall constitute conclusive evidence hat the executed document has been authorized and approved hereby;

the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in Lessee's current operating budget has previously been made in the amount of \$24,264.68, which shall be sufficient to pay the "Rents" during the "Commencement Term" under such Lease Addenda; or
3. The lease or leases contemplated by the said Lease Addenda are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith. (This paragraph 3 is not applicable and the Lease will be a Non-Bank Qualified Lease if the following box is checked)
4. This resolution shall be effective immediately.
6. Consider at first reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for repairs at the Correctional Institution. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***
7. Consider at first reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for receipt of lease purchase proceeds for the General Fund. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***
8. Consider at first reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for receipt of lease purchase proceeds for the Emergency Communications Fund. *Upon motion by Commissioner Morrow, seconded by Commissioner Davis first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***
9. Consider at first reading an ordinance amending the Fiscal Year 2004 Budget Ordinance to provide for a Homeland Security Grant for the Spalding County Fire Department. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***
10. Consider approval of 2004 LARP Contracts (Nos. 563 & 566) with the Georgia Department of Transportation for the resurfacing of 17 County Roads. County Manager Wilson stated that we had received two (2) DOT contracts for 17 roads to be resurfaced as follows: Crestwood Drive, Rosewood Drive, Vineyard Road, Dunwoody Circle, LaPrade Road, S. Pinehill Road, Vineyard Road, Bailey Jester Road, Swint Road, Brentwood Drive, Brentwood Circle, Justice Blvd., Dutch Drive, Morris Mill Road, Oxford Road, Winding Lane and Central Lake Circle.

Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel 2004 LARP Contracts were unanimously approved by a vote of 5-0.
11. Consider approval of capacity agreement with the Georgia Department of Corrections for state inmates housed at the Spalding County Correctional Institution. This is for a capacity of 384 state inmates @ \$20/day. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel Capacity Agreement was unanimously approved by a vote of 5-0.*
12. Consider amending the Personnel Ordinance Article VI Section I: Holidays to provide for an additional holiday. This amendment would make "Good Friday" an additional holiday for the County. County Manager Wilson stated that the employees currently have nine (9) holidays. Commissioner McDaniel shared with the Board that State of Georgia gets twelve (12) holidays, and most of the surrounding counties get ten (10) holidays, including the City of Griffin.

Upon motion by Commissioner Davis, seconded by Commissioner McDaniel the Personnel Ordinance Article VI Section I: Holidays was amended to add "Good Friday" to the designated holiday list by a unanimous vote of 5-0.
13. Consider approval of MEAG Power Governmental Encroachment Agreement for the Amelia Road Bridge Paving project. County Manager Wilson stated there was a high tension power line across a

portion of Amelia Road that is to be paved. This agreement tells our contractors what they can and cannot do under these lines.

Upon motion by Commissioner Kendall, seconded by Commissioner Morrow MEAG Power Governmental Encroachment Agreement for Amelia Road was unanimously approved by a vote of 5-0.

14. Consider approval of Intergovernmental Agreement for automatic response and mutual aid in emergency incidents between the City of Griffin and Spalding County. *Upon motion by Commissioner Morrow, seconded by Commissioner McDaniel the following Intergovernmental Agreement was unanimously approved by a vote of 5-0.*

STATE OF GEORGIA,

COUNTY OF SPALDING.

**INTERGOVERNMENTAL AGREEMENT
FOR
AUTOMATIC RESPONSE AND MUTUAL AID
IN
EMERGENCY INCIDENTS**

THIS AGREEMENT, made and entered this 17th day of May, 2004, by and between the **COUNTY OF SPALDING**, a political subdivision of the State of Georgia (hereafter "County") and **CITY OF GRIFFIN**, a Georgia municipal corporation (hereafter "City");

WITNESSETH THAT:

WHEREAS, the parties are local governments authorized by law to engage in the delivery of services relating to fire suppression, fire prevention and education, pursuant to Art. IX, Sec. II, Par. III (a)(1) of the 1983 Constitution of Georgia, each having its own Fire Department which is comparably equipped with trained staffs;

WHEREAS, it is mutually advantageous and serves the mutual benefit of each party that they, by appropriate agreement, undertake and agree upon the provision of automatic response and mutual aid for responding to emergency incidents;

WHEREAS, the parties are authorized, pursuant to Art. IX, Sec. III, Par. I of the 1983 Constitution of Georgia, to contract with one another for a term not to exceed 50 years for the provision and delivery of services which each is empowered to perform; and

WHEREAS, this Agreement satisfies the requirements of Art. IX, Sec. II, Par. II (b) of the 1983 Constitution of Georgia and is consistent with the provisions of the Service Delivery Strategy for Spalding County, Georgia;

NOW, THEREFORE, in consideration of the mutual promises hereinafter made and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to implement this automatic response and mutual aid agreement (hereafter the "Agreement") for the increased fire protection of citizens and property in their respective jurisdictions.

1.

Definitions. For purposes of this Agreement, the following terms shall have the meaning assigned thereto:

"Automatic Response" – The practice whereby the fire department of one jurisdiction automatically responds to emergency incidents in certain defined areas of the other jurisdiction, as shown

on Exhibit "A" attached hereto. Automatic response shall include all usual and customary fire department activities, but shall not include arson investigation or other matters not directly related to or involved in responding to emergency incidents.

"Automatic Response Area" – Any territory located within the corporate limits of the City of Griffin or unincorporated territory of Spalding County, adjoining the City of Griffin, as the same may now or hereafter exist and which is designated on the map, attached hereto as Exhibit "A", as assigned automatic response areas for the parties.

"Host Jurisdiction" – The jurisdiction in which automatic response to the emergency is made or by which mutual aid is requested.

"Mutual Aid" – The provision by the responding jurisdiction of fire units upon request by the host jurisdiction, as herein defined in this Agreement.

"Responding Jurisdiction" – The jurisdiction whose fire department responds, either automatically to calls within their assigned automatic response area or to a request for mutual aid from the host jurisdiction.

2.

Automatic Response; Areas. Automatic response shall be made by the City Fire Department to emergency incidents in those areas of the unincorporated County, adjoining the City, as shown on Exhibit "A" attached hereto. Automatic response shall be made by the County Fire Department to emergency incidents in those areas of the City as shown on Exhibit "A" attached hereto. Areas designated as "automatic response areas" have been selected based on the responding jurisdiction's ability to arrive at calls within these areas in a minimal period of time with a full complement of equipment and manpower, based upon location of existing fire stations. The parties, by future amendment to this Agreement, may agree upon and designate additional automatic response areas from time to time. In responding to a call within an automatic response area, the following conditions shall be observed:

a. Subject to availability of equipment and personnel, the responding jurisdiction shall respond in the same manner and at the same level of response as if the emergency were located in its own jurisdiction using generally accepted fire department techniques;

b. The senior officer of the responding jurisdiction will begin operations and remain in command until relieved at the scene by the senior officer of the host jurisdiction. Upon arrival by units of the host jurisdiction at the scene, the senior officer shall immediately coordinate and undertake assumption of command, at which time the responding jurisdiction is released unless mutual aid is requested.

c. Dispatch for automatic response will follow current procedures of the parties and Spalding County E-911 for dispatch of fire units of both the City and County simultaneously upon receipt of a call for assistance from within any automatic response area.

3.

Mutual Aid. In the event of any fire located within the jurisdiction of either party, but which is not within a designated automatic response area, the senior office of the fire department in the host jurisdiction may request aid in fire suppression from the responding jurisdiction, on the following terms:

- a. The response for mutual aid shall be subject to the availability of equipment and personnel by the responding jurisdiction, upon consideration for maintaining sufficient coverage within its own jurisdiction;
- b. In the sole discretion of the Fire Chief or designated officer in command of the responding jurisdiction, a response to mutual aid may be recalled at any time;
- c. The senior officer of the host jurisdiction shall be in command at the emergency scene, unless command is otherwise delivered and assumed. Directives should be delivered through the senior officer of the host jurisdiction to the senior officer of the responding jurisdiction.

Appropriations and Budgeting. The parties covenant that each shall annually appropriate in their respective operating budgets sufficient funds for salaries, benefits, capital assets, equipment, supplies and materials, for the efficient operation of their respective fire departments, at approximately the same or higher levels as currently budgeted on the date of executing this Agreement. Failure of either party to make sufficient annual appropriation shall serve as grounds for early termination by the other party.

5.

Miscellaneous Provisions. The parties, through their Fire Chiefs and respective governing bodies, shall agree upon and establish standard operating policies and procedures, including where feasible, joint training of fire fighters and dispatch employees. The parties agree to adopt uniform incident reporting forms and to related documentation and to make such documents available for inspection and copying by the other party, upon reasonable notice. In the event either party receives a request for inspection and copying under the Georgia Open Records Law or similar statute, each party agrees to work with the other to make their records available in a timely manner. The parties further agree to coordinate future planning and acquisition of equipment and supplies, including radios and other communications devices. It is the intent of the parties that a common tactical radio frequency and communications equipment be available for use by all responding units in order to allow efficient communications and control in fire emergencies.

6.

Compensation. It is the intention and understanding of the parties that each shall be solely responsible to its officers, employees and agents for all compensation and employment benefits due under the respective policies of each party. Neither party to this Agreement shall be required to pay any compensation or benefits to the officers, employees or agents of the other party as a result of this Agreement or the relationship established hereunder for services rendered in the host jurisdiction. Throughout the term of this Agreement, both parties agree to maintain in force all statutory coverages for Workers Compensation in the event of a covered injury or death arising from employment. Each party further agrees to indemnify and hold the other party harmless from any claims for personal injury, wrongful death, or loss of property made by any of its officers, employees or agents against the other party arising from performance of this Agreement, and to cause notice to be given to their officers, employees and agents that statutory Workers Compensation is the sole source for recovery of a work-related claim while engaged in the course and scope of their employment pursuant to this Agreement.

7.

Liability and Insurance. The parties agree that during the term of this Agreement and during any applicable statute of limitations on claims made or arising during the term hereof, each shall maintain in force a policy of comprehensive liability insurance in an amount not less than \$1,000,000, no aggregate, providing coverage for any and all legal liabilities incurred that may result in judgment against the party, its officers, employees and agents arising out of the course and scope of their employment pursuant to this Agreement. In lieu of conventional insurance, either party may satisfy this obligation by participation in an interlocal risk management agency, operated in accordance with O.C.G.A. Sec. 36-85-1, *et seq.* In the event of any suit, claim or demand against a party, the parties agree to look solely to their respective insurance coverage for defense and payment of any resulting legal liabilities, waive any right to assert subrogation claims by their insurer, and covenant not to assert any claim against the other party as a consequence of such action.

8.

Special Conditions and Contingencies. This Agreement is at all times contingent upon all existing fire stations of the parties remaining in their respective locations and fully operational, with adequate levels of equipment and staffing. Any change in the location of stations serving automatic response areas shall require the prior written approval of the Fire Chiefs and governing bodies of both parties. Failure to obtain such approval prior to implementation of any change will constitute grounds for immediate termination of this Agreement.

9.

Term. This Agreement shall commence effective July 1, 2004 and shall run for an initial term of five (5) years, ending June 30, 2009. Upon mutual written agreement of both parties, entered not less than six (6) months prior to the termination date, the parties may renew this Agreement, on its same terms and conditions, for successive five year periods; provided, however, the total term of this Agreement and any renewal terms shall not exceed 50 years from its original date of commencement. In addition to the grounds otherwise stated in this Agreement for early termination, either party, upon vote of its governing body, may elect to withdraw from this Agreement upon the giving of twelve (12) months written notice to the governing body of the other party. In the event of early termination, the parties agree to coordinate an orderly transition so as not to jeopardize any person or property from fire hazards.

10.

Notices. For the purpose of this Agreement, any notices required to be sent to the other party shall be in writing and personally delivered, with receipt acknowledged, or mailed by certified mail, return receipt requested, to the respective City Manager or County Manager, with copy to the respective Fire Chief. When notice is delivered in this manner, such notice shall be effective for all purposes hereunder.

11.

Amendment or Modification. This Agreement may be amended or modified only by a writing executed by all parties. No modification or amendment of any term, condition or provisions of this Agreement shall be effective unless done in this manner.

12.

Entire Agreement. This writing, including its Exhibit "A" attached hereto, constitutes the entire agreement of the parties as to the subject matter expressed herein and supercedes any prior negotiations, agreements or understandings.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be affixed hereto the day and year above written.

County of Spalding, Georgia

Attest: (L.S.) Phyllis Doane, County Clerk

(L.S.) Michael M. Kendall, Chairman
Board of Commissioners

(SEAL)

Approved as to form:

(L.S.) James R. Fortune, Jr.
County Attorney

City of Griffin, Georgia

Attest: (L.S.) Kenny L. Smith, Secretary

(L.S.) Cynthia Reid Ward, Chairman
Board of Commissioners

(SEAL)

Approved as to form:

(L.S.) Andrew J. Whalen, III
City Attorney

XII. REPORT OF COUNTY MANAGER

County Manager Wilson announced that the EMS/911 Open House would be held Tuesday, May 18th from 2:00 until 6:00 p.m. at the Spalding Regional Medical Center EMS station and you could also take the tour upstairs and see the new computerized dispatch equipment at the 911 Center. He invited everyone to attend.

County Manager Wilson stated that he and Ms. Garrison had met earlier today with the new Public Defender, Arthur English, an attorney from Barnesville to discuss the budget. Mr. Wilson stated that he looked forward to working with Mr. English.

County Manager Wilson stated that appointments are needed for two county positions, one on the Spalding County Library Board and the other on the McIntosh Trail RDC. He asked the Board if they had a nomination, to please place it in the appointment book for the next agenda.

County Manager Wilson made the Board aware that obesity classes will be held at the Senior Citizens Center in June, July and August on Mondays, Tuesdays and Thursdays.

County Manager Wilson made the Board aware that we are getting a lot of complaints from developers about the Health Department on previously approved subdivisions and greenspace utilizing septic tank areas. He said that he was going to set up a meeting with the Health Department, Community Development and staff to discuss these issues.

County Manager Wilson announced that FY 2005 budget review sessions would be held Monday, Tuesday and Wednesday, May 24-26 beginning at 4:30 p.m. in the Conference Room and would be moved to the Meeting Room if additional space was needed to accommodate the public.

County Manager Wilson announced that there will be two (2) Zoning Public Hearings on Thursday, May 27th. The first hearing will be from 9:00 a.m. – 4:00 p.m. to discuss items that were previously tabled or no action was taken on and the regular public hearing will be at 6:00 p.m. to address new zoning items.

XIII. REPORT OF COMMISSIONERS

Commissioner Morrow stated that he attended the TAQC meeting last Thursday at the ARC and went through the orientation with some other new members and sat in at the first meeting as a voting member. He said that he would continue to serve on the TAQC until the end of the year but encouraged another member of the Board to get involved and serve on this committee as there is a lot of new material to absorb in this MPO/ARC. The voting member on the TAQC has to be a County Commissioner to represent Spalding County.

Commissioner Morrow announced that the Griffin-Spalding Area Transportation Committee meeting would be held Wednesday, May 19, 2004 here in the Meeting Room as well with GDOT hosting a Public Transportation Public Involvement Meeting at 5:00 p.m. until 6:30 p.m.

Commissioner Goss asked if there was an agenda available yet of the order of business at the Zoning Public Hearing that begins at 9:00 a.m. on Thursday, May 27th. County Manager Wilson stated that the agenda should be out by the end of the week.

Commissioner Davis had no comments.

Commissioner McDaniel asked Mr. Morrow to bring up at the Transportation Committee Wednesday about trucks over six wheels using the right hand lane coming through the City of Griffin on Highway 16. He said that it has become a real problem coming through Griffin with tractor trailers and dump trucks getting into the center lane and you can't see the traffic lights when you are behind them. The City had agreed to look into doing something about this. Maybe possibly the State can put up some signage requiring the trucks to stay in the right hand lane.

Commissioner McDaniel commented that he had brought reports from the last Hospital Authority meeting and has circulated them to the Commissioners.

Commissioner Kendall asked County Manager Wilson if he had heard anything today from the City of Griffin regarding a counter proposal on the SPLOST. Mr. Wilson commented he had not received any correspondence from the City.

Upon motion by Commissioner Kendall, seconded by Commissioner McDaniel the Board voted unanimously to go into a Closed Meeting to discuss pending litigation and acquisition of real estate.

XIV. CLOSED MEETING

1. The County Manager desires a Closed Meeting to discuss potential litigation, pending litigation and acquisition of real estate.

Those present were Commissioners Dick Morrow, Michael Kendall, Cecil Davis, Johnie McDaniel and Eddie Goss. Also present were County Manager William Wilson, 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 May 17, 2004.

2.
During such meeting, the Board voted to go into closed session.

- 3.

The executive session was called to order at 6:50 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)_____.

Spalding County Board of

Commissioners

Sworn to and subscribed
Before me this 17th day of
May 2004 _____
Phyllis P. Doane _____

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

Notary Public
My commission expires: March 13, 2006

M. Michael Kendall

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

No business was transacted at this time.

XV. ADJOURNMENT

Upon motion by Commissioner McDaniel, seconded by Commissioner Kendall the meeting was unanimously adjourned at 7:10 P.M.

County Clerk
.....

Chairman

Please send comments to webmaster@spaldingcounty.com
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