



## Board of Commissioners

### REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Tuesday, September 2, 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, County Attorney Jim Fortune and County Clerk Phyllis Doane.

### Agenda Topics

- I. OPENING (CALL TO ORDER) – Chairman Morrow**
- II. INVOCATION - Rev. Randy Valimont – Led by Commissioner Goss in the absence of Rev. Valimont.**
- III. PLEDGE TO FLAG – Led by Commissioner Davis**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Consider approval of a Proclamation proclaiming Monday, September 15, 2003 as “American Business Women’s Day” in Spalding County, Georgia. *Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following Proclamation was unanimously approved by a vote of 5-0.*

### Proclamation

#### “American Business Women’s Day”

- WHEREAS,** The American Business Women’s Association (ABWA) was founded in Kansas City, Mo., in 1949 to recognize the many contributions working women make in the public and private business sectors throughout this nation; and
- WHEREAS,** The mission of ABWA is to aid in the professional, education, cultural and social advancement of business women; and
- WHEREAS,** The national organization has more than 90,000 active members from all types of businesses and professions, and more than 1,900 ABWA chapters in the United States and Puerto Rico; and

**WHEREAS,** The Atlanta Area Council of the American Business Women’s Association was organized in December 1979 and was chartered in March 1989 with representative membership from 20 local ABWA chapters; and

**WHEREAS,** The Atlanta Area Council of ABWA has grown to include 32 local chapters, of which one active chapter is in Spalding County; and

**WHEREAS,** During their dinner celebration on Monday, September 15, 2003 the Atlanta Area Council of the ABWA will promote their mission to exchange ideas, to continue networking; to assist chapters in problem-solving, to conduct seminars annually and to provide support to further the goals of ABWA.

**NOW THEREFORE,** We, the Board of Commissioners of Spalding County, do hereby proclaim **Monday, September 15, 2003** as

**“AMERICAN BUSINESS WOMEN’S DAY”**

in Spalding County, Georgia and encourage citizens to recognize and support the many contributions women make in the workplace.

**This the 2<sup>nd</sup> day of September 2003.**

**V. PRESENTATION OF FINANCIAL STATEMENTS – n/a**

**VI. CITIZENS COMMENTS - n/a**

**VII. PUBLIC COMMENT**

Ms. Jewel Walker-Harps gave her address as 103 McEthel Drive. She addressed sewer problems that continue to be in the North Side of Griffin and the status of meetings of the Sewer Task Force. She said she had not been notified of a meeting and wanted to know if the Task Force had been dissolved. She had not attended a meeting since April or May of this year.

Commissioner Kendall commented that the Sewer Task Force had not been dissolved; however, there had been no meeting since April or May.

She wanted to know who the community needed to contact regarding the issue of sewer on Bourbon Street and Greenbriar since the project had fallen through since the sales tax referendum did not pass. Mr. Kendall commented in terms of seeing any kind of sewer project on the north side of town, it still is going to be a large part depending some money coming from the sales tax and possibly the CDBG. The solution of Pinetree Hills sewer is that they try to annex into the City so that they can take advantage of the City’s more financing capabilities and assessment possibilities. He said there has not been any actual delineation of money for this project, only figures on paper.

**VIII. MINUTES**

1. Consider approval of the minutes of the Extraordinary Session of August 18, 2003, Public Hearings of August 27, 2003 and Zoning Public Hearing of August 28, 2003.

*Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the minutes of the Extraordinary Session of August 18, 2003 were unanimously approved by a vote of 5-0.*

*Upon motion by Commissioner McDaniel, seconded by Commissioner Morrow the minutes of the Public Hearings of August 27, 2003 were approved by a vote of 4-0-1 with Commissioner Davis abstaining from voting as he was not present for the meetings.*

*Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the minutes of the Zoning Public Hearing of August 28, 2003 was unanimously approved by a vote of 5-0.*

**IX. CONSENT AGENDA – n/a**

**X. OLD BUSINESS – n/a**

**XI. NEW BUSINESS**

1. Consider contract with Ross Associates for professional services to create capital improvement element and Impact Fee Ordinance. Mr. William Ross was present to present a brief summary of the contract. The fee is \$49,800; budgeted \$50,000. He said they are a broad City Planning firm and have done a majority of the impact fee studies and programs in the State of Georgia. He said they would be working very closely with the Comprehensive Plan Consultants as this would be a chapter in this Plan. The contract is in four (4) phases, which are Policy Memo, CIE (Capital Improvements Elements), the development of the Ordinance itself and the Implementation of the Ordinance.

*Upon motion by Commissioner McDaniel, seconded by Commissioner Davis the following contract was unanimously approved by a vote of 5-0.*

**AN AGREEMENT BETWEEN  
SPALDING COUNTY, GEORGIA and ROSS ASSOCIATES  
for  
PROFESSIONAL SERVICES  
RELATED TO THE PREPARATION OF AN IMPACT FEE PROGRAM**

**THIS CONTRACT**, entered into this 2nd day of September, 2003 (hereinafter referred to as the "effective date" of this Contract), by and between **SPALDING COUNTY, GEORGIA** (hereinafter referred to as "the County"), a political subdivision of the State of Georgia, and **ROSS ASSOCIATES** (hereinafter referred to as "the Consultant"), a Sole Proprietor with offices at 2161 Peachtree Road, NE, Suite 806, Atlanta, Georgia 30309.

**WITNESSETH THAT:**

**WHEREAS**, the County has identified a need to conduct a study for consideration of impact fee programs for parks, open space and recreation; libraries and related facilities; law enforcement facilities; fire, emergency medical and rescue facilities; and roads, streets and high-ways, and

**WHEREAS**, the County may wish to consider developing and implementing an Impact Fee Program at its option; and

**WHEREAS**, it is recognized that a capital improvement element of the Comprehensive Plan is a crucial and necessary component of an impact fee program; and

**WHEREAS**, it is further recognized that an ordinance must be prepared and adopted that is consistent with the Georgia Development Impact Fee Act (O.C.G.A. § 36-71-1 *et seq.*) before impact fees may be implemented; and

**WHEREAS**, the County desires to engage the services of an independent consultant to assist the County in its studies and plans; and

**WHEREAS**, the Consultant has unique qualifications and experience applicable to the services required;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the County and the Consultant agree as follows:

## **SECTION 1. CONSULTANT'S SERVICES**

### **1.1 Retention of Consultant**

The County retains the Consultant and the Consultant accepts retention by the County to render the services defined and required in this Contract, and to perform such services in accordance with the Scope of Services described herein and as may be amended or extended in writing by mutual agreement of the parties.

### **1.2 Scope of Services**

The Scope of Services to be performed under this Contract is attached hereto as Attachment "A". Attachment "A" to this Contract contains substantive provisions of this Contract and the content, terms and conditions found in Attachment "A" are all hereby incorporated by reference and will be binding on both parties.

### **1.3 Time of Performance**

This Contract will be effective upon execution by all parties for a term of 12 months from such Effective Date unless earlier terminated in accordance with the termination provisions of this Contract, or renewed or extended by the parties in writing as defined herein. Upon execution of the Contract, the County shall provide the Consultant with a written notice to proceed and the Consultant agrees to commence the work contemplated by this Contract within ten days of receipt of the County's notice to proceed. Upon such authorization to proceed, the Consultant shall commence such activities as required and appropriate under the Scope of Services and shall professionally and faithfully perform said duties and activities in the completion of the services with all due diligence and speed.

### **1.4 County Responsibilities**

The County shall be responsible for administration related to public hearings and other meetings under this Contract including securing space for meetings, providing notice and keeping minutes. The County shall supply to the Consultant such relevant plans, studies, data and documents needed to perform the Scope of Services. The County shall supply to the Consultant such other records or information of relevance as may be needed and reasonably available for the completion of the Consultant's services hereunder and shall make available County personnel to meet with the Consultant at appropriate and convenient times as needed to complete the work

required under the Scope of Services. The County shall provide drafts and a final copy of the Comprehensive Plan to the Consultant as it is developed and ultimately adopted, said Plan conforming to the minimum standards for such Plans required by the Georgia Department of Community Development.

### **1.5 County's Immunity**

Nothing contained in this Contract shall be construed to be a waiver of the County's sovereign immunity or of any individual's qualified good faith immunity.

## **SECTION 2. COMPENSATION**

### **2.1 Consultant's Fee**

The total fee for the services to be provided by the Consultant in accordance with the attached Scope of Services, which fee includes all out-of-pocket expenses for said services, shall not exceed \$49,800.00. Compensation for Additional Services shall be computed in accordance with Section 2.3, below.

### **2.2 Payment of Consultant's Fee**

The Consultant's fee shall be paid by the County based on monthly progress invoices by the Consultant. Monthly progress invoices shall be calculated on the basis of the work performed during the preceding month as a percentage of all work to be performed under the Scope of Services. Invoices will be due upon receipt by the County and payable within 30 calendar days, subject to approval that such work has been performed. Such approval shall not be unreasonably withheld or delayed.

### **2.3 Payment for Additional Services**

Additional services may be performed by the Consultant upon the specific request of the County. Payment for such services shall be made on the basis of the hours expended for professional and travel time by the Consultant times the standard hourly rates of the individuals involved, as mutually agreeable to the County and the Consultant, plus the actual cost of expenses associated with said additional services. Standard hourly rates for the individuals to be involved will be submitted to the County in writing upon request for additional services but prior to commencement of any work under the request.

### **2.4 Renegotiations**

If any action is taken or request made by the County that materially increases the cost to the Consultant of providing the services required under this Contract, the County and the Consultant agree to negotiate in good faith the amount of additional compensation that will be paid by the County as a result of said increase in cost. Services provided on an hourly basis as Additional Services may exceed the maximum amounts shown only upon the approval of the County.

### **2.5 County's Right of Inspection**

At all reasonable times, for the purpose of review, the County shall have access to the pertinent offices, books, records, and costs incurred for services performed by the Consultant under this Contract.

## **SECTION 3. TERMINATION**

### **3.1 Termination for Cause**

If, through any course, the Consultant fails to fulfill its obligations under this Contract, or in the event that any material provisions or stipulations of this Contract are violated by the Consultant, the County shall thereupon have the right to terminate this Contract by serving written notice to the Consultant of its intention to terminate the Contract, specifying the effective date of the termination and the reason(s) therefor. The effective date of termination shall be no less than fifteen days from the date of said notice. Upon receipt of said notice of termination, the Consultant shall have fifteen days following such effective date within which to cure any breach or de-fault relating to this Contract. The failure to cure such breach or default shall entitle the County to terminate this Contract at the end of the time period without further notice. Following receipt of said notice of termination and failure to cure such breach or default, the Consultant shall deliver all work products completed as of the date of termination and shall be compensated by the County for those services accomplished and out-of-pocket expenses up to and including the effective date of termination.

### **3.2 Termination for Convenience**

The County or the Consultant may terminate this Contract at any time for any reason by giving written notice thirty days in advance to the other party of the intention to terminate the Contract. Following receipt of said notice of termination, the Consultant shall be compensated by the County for those services accomplished and out-of-pocket expenses up to and including the date of receipt of said notice of termination and for such other services provided by mutual consent between the County and the Consultant from the date of receipt of the notice of termination to the effective date of said termination. All work products completed as of the date of notice of termination, and all work products completed between the date of receipt of the notice of termination to the effective date of said termination, shall be delivered to the County.

### **3.3 Dispute Resolution**

Any dispute arising over the quality of the Consultant's work products, the amount of compensation due for services rendered, the extent to which the Consultant has fulfilled its obligations under this Contract, or the extent to which material provisions or stipulations of this Contract have been violated by the Consultant, shall be negotiated between the County and the Consultant in good faith. Issues that are not resolved through good faith negotiation shall be referred to mediation by a party mutually agreeable to the County and the Consultant. Issues that are not resolved through mediation shall be referred to the Superior Court of Spalding County, Georgia for determination by that Court.

## **SECTION 4. MISCELLANEOUS PROVISIONS**

### **4.1 Independent Contractor**

Nothing contained herein shall be deemed to create a relationship other than that of independent contractor between the County and the Consultant. Under no circumstances shall the

Consultant, its principals, employees, associates, subcontractors, successors or assigns be deemed employees, agents, partners, successors, assigns, or legal representatives of the County except as specifically required herein.

#### **4.2 Retention of Sub-consultants**

The Consultant may retain through subcontract other firms or individuals as appropriate and necessary to fully execute the services included in this Contract. Regardless of the retention of any sub-consultant, the Consultant shall act as Project Manager and shall be fully responsible for the completion of all services in a timely and acceptable manner. No sub-consultant shall be retained by the Consultant to perform services under this Contract without the express approval of the County. Such sub-consultant shall be subject to the same provisions as contained in this Contract between the Consultant and the County.

#### **4.3 Assignment**

Neither party shall assign this Contract without the prior express written consent of the other party. Any attempted assignment by the Consultant without the prior express written approval of the County shall at the County's sole option terminate this Contract without any notice to the Contractor of such termination. The County and the Consultant each bind itself, its successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained herein.

#### **4.4 Conflict of Interest**

The Consultant represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Contract, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder.

#### **4.5 Notice**

All notices or other communications required to be given between the parties under this Contract shall be in writing and shall have been duly given when delivered personally in hand, or upon delivery by mail or other carrier or delivery service, to the persons and at the addresses below. Said persons, their successors or assigns, shall be the official representatives of the parties hereto:

a. County:

William Wilson, County Manager  
Spalding County  
119 East Solomon Street  
Griffin, Georgia 30224

b. Consultant:

William F. Ross, President  
Ross Associates  
2161 Peachtree Road, NE Suite 806  
Atlanta, Georgia 30309

#### **4.6 Consultant's Representation**

William F. Ross is sole proprietor of Ross Associates (Consultant), and as such, is authorized to bind and enter into contracts on behalf of the Consultant.

#### **4.7 Entire Agreement**

This Contract, along with any attachments incorporated herein by reference, constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this Contract shall be binding upon the parties unless it is in writing and executed by the duly authorized representatives of the County and the Consultant.

#### **4.8 Force Majeure**

Neither the County nor the Consultant shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control.

#### **4.9 Governing Law**

This Contract and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia.

#### **4.10 Waiver of Breach**

The waiver by either party of a breach or violation of any provision of this Contract shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

#### **4.11 Severability**

If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and be enforceable in accordance with its terms.

#### **4.12 Paragraph Headings**

The paragraph headings used in this Contract are for the convenience of the parties. The paragraph headings are not intended to define, limit, or describe the scope or intent of this Contract and are to be given no legal effect.

**IN WITNESS HEREOF**, the parties hereto have set their hands and seals.

#### **ROSS ASSOCIATES**

\_\_\_\_\_  
(Signature)

Mr. William F. Ross, President

#### **SPALDING COUNTY, GEORGIA**

---

(Signature)

Mr. Dick Morrow, Chairman  
Spalding County Board of Commissioners

2. Bob Stapleton, Director of the Griffin-Spalding County Airport, is present to present a brief overview of the Airport Master Plan.

Airport Manager Bob Stapleton discussed the seven (7) goals and objectives that were developed by the consulting firm of HNTB and gave a brief description of each. The consulting firm performed an inventory of all the assets at the airport and then did a forecasting process. The purpose of the forecast is to project the future demand for general aviation services at the Griffin-Spalding County Airport. The report stated that this airport has a nine county service area that we provide aviation services for. The Griffin-Spalding Airport is forecasted to have moderate growth rate in the 20 years planning process used in the report.

HNTB developed a facility requirements element to see what new additions will need to be made to meet the requirements of the demand. Annual demand in 2021 is forecast to be 43,173 operations, indicating that the current airfield configuration will possess adequate annual capacity throughout the planning period. The existing runway length of 3,701 feet is capable of accommodating small aircraft; however, is insufficient for accommodating unrestricted operations of the Cessna Citation Jet II, an aircraft forecasted to operate at the Airport throughout the planning period. The runway should be extended to 4,300 ft. to accommodate this aircraft. This is included in Phase I.

Dimensional standards pertaining to runways and runway-related separations are essential to provide adequate clearance from potential hazards that can impact the routine movement of aircraft at the Airport. There are standards built into the plan are runway safety areas (RSAs), runway safety protection zones (FPZs) and object free areas (OFAs). The consulting firm is making recommendations as follows: all taxiways be widened to meet Group II standards; the pavement strength for airfield pavements to be increased from 12,500 pounds to 30,000 pounds; the replacement of runway lights in the five to ten year planning period; a new general aviation terminal meeting space requirements be constructed in the five to ten year planning period; increase fuel storage capabilities; airport zoning regulations should be enacted in the short-term planning period; future consideration be given to develop areas for additional private development of hangers at the airport.

Mr. Stapleton discussed the extension of the runway to facilitate additional aircraft operations. This runway would have a full length taxiway on the north side measuring 35 feet wide and the centerline of the taxiways would be located 300 feet out from the centerline of the runway, complying with category B-II separation standards. To facilitate the runway, 14-32 reconstruction, the Airport would need to purchase approximately 248 acres for Phase I. This land is currently developed as residential, commercial and agricultural property. The new runway would be constructed north of the existing alignment. The existing runway remains open throughout construction, giving the Airport uninterrupted service capability. The existing runway would remain and become the taxiway.

Mr. Stapleton discussed the Phasing, Costs and Funding Sources of the Master Plan recommendations. Phase I has a construction duration of 10 years with an over lap in 3 years and cost of Phase I is \$41,577,000 which includes \$22 Million for land acquisition. Phase II, which spans years 7-20 is the extension of the runway from 4400' x 100' to 5000' x 100' at a cost of

\$15 Million for a grand total for both phases of \$56,682,760. The financing is as follows: Federal Share - \$47,592,000; State Share - \$1,538,280; Local Share (City & County) \$4,404,920 and Private Share - \$3,147,560 which comes from ground leases at the airport.

There is a no build option in the Master Plan, which states that the owners of the Airport don't have to initiate any part of the Plan to meet the forecast demand which has been established for the facility. If you accept the no build option, then you would be in a position where you would at least have to do the maintenance of the runways and the pavement that is there, and you would have issues you would need to address. These issues are federal assurances, safety and noise. Mr. Stapleton advised there are some problems that are in the existing assurances that we have. We have several parcels of land that could be in violation of this assurance namely the "fairground" and the "walking park". He said that the City and the County, the Airport owners have to adopt a set of ordinances that restrict the use of certain parts of property around the airport to be compatible with airport operations and things not allowed in those areas are shopping centers, apartment complexes, residential houses, assembly of a large number of people, etc. No. action on a set of ordinances pertaining to land use has been taken and this has to be addressed. Mr. Stapleton addressed safety issues that could present a significant liability to airport owners if no action is taken, as well as noise. A Federal Standard for the measurement of noise emitted by aircraft operations establish a level of noise measured at 65 DNL (Day Night Average Sound Level) to be the maximum acceptable level of aircraft noise that is allowed to occur off airport property. We are generating noise above this level off of airport property. The Plan makes a recommendation that will solve all three issues.

Mr. Stapleton said that this is the third time that the FAA has funded an Airport Master Plan for this community. The previous studies were conducted in 1977 and 1992 with recommendations of selected sites. Failure to take action on either of these plans has lead us into our current dilemma. In both of these studies future demands were documented in detail. Those demands have become a reality today and because we have failed to enact protective zoning our airport is surrounded by residential and commercial development. There is no reason to believe that another site study away from the current airport would achieve any more success than the first two studies. With this current Plan, we can reach reasonable resolutions to all issues, with minimal impact upon the community.

Commissioner Morrow stated that were two or three things that really need emphasizing. The Master Plan does not obligate the City and County to do anything if approved. If you approve the Plan you still have to come back and authorize each project individually. There are lots of issues that need to be dealt with in the Master Plan excluding any runway extension. As 50% owners in the Airport we have a serious liability issue that we need to solve here in the County and address the safety issues. The three things to look at in this Plan are safety, noise and economic impact for businesses.

Commissioner McDaniel asked Mr. Stapleton what exactly is the obligation of the City Commission and County Commission relative to this study. Mr. Stapleton commented if the Plan is not voted on favorable by both Boards, the FAA is going to ask for the \$165,000 back for the cost of the study. He said you can take a vote on the Plan with exceptions. He said the FAA is not going to accept anything that does not address safety, noise and assurance issues. If the County accepts it, the FAA does a review and they come back and tell us what we need to change and make recommendations for improvements and then it is in our hands to build it out as we see fit. We can do all of it, some of it or none of it.

3. Consider appointment to the Spalding County Board of Zoning Appeals to fill the unexpired term of Mose Stogner. Term to expire December 31, 2004. *Motion was made by Commissioner Davis to table until the September 15<sup>th</sup> meeting, seconded by Commissioner Goss and unanimously approved by a vote of 5-0.*

4. Commissioner Morrow to make his 4<sup>th</sup> District appointment to the Spalding County Parks & Recreation Advisory Commission to fill the unexpired term of David Thaxton. Term to expire December 31, 2003. *No action taken.*

5. Consider approval of amended final plat for Will's Walk Subdivision Phase Two, located off Vineyard Road. The final plat is being amended to allow for 50 ft. setbacks with sodded front yards. *Motion made by Commissioner McDaniel to approve amended final plat. Commissioner Davis seconded the motion and motion was approved by a vote of 4-1 with Commissioner Goss voting in opposition.*

6. Consider approval of final plat for A. C. Touchstone Subdivision, located off Futral Road. *Motion made by Commissioner Morrow to approve final plat with the condition of shared driveways removed and additional condition that the developer pay for the installation of a water line and fire hydrant to the property line. Commissioner Davis seconded the motion and motion was unanimously approved by a vote of 5-0.*

## **XII. REPORT OF COUNTY MANAGER**

County Manager Wilson reminded the Board of the Joint City/County Special Called Meeting regarding the Airport Master Plan, which will be held Tuesday, September 16, 2003 beginning at 6:00 p.m. at the Taylor Street Auditorium. HNTB will be present to make a presentation to both Boards.

## **XIII. REPORT OF COMMISSIONERS**

There were no reports made by the Board of Commissioners.

## **XIV. CLOSED MEETING – n/a**

## **XV. ADJOURNMENT**

*Upon motion by Commissioner Davis, seconded by Commissioner McDaniel the meeting was unanimously adjourned at 7:15 P.M.*

---

County Clerk

---

Chairman

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