



Spalding County online

Board of Commissioners

REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Monday, October 7, 2002 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Martha McDaniel, Merrill Massengale, Dick Morrow, Johnie McDaniel and Michael Kendall present. Also present were County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

- I. OPENING (CALL TO ORDER) – Chairman Johnie McDaniel**
- II. INVOCATION - Rev. Randy Valimont**
- III. PLEDGE TO FLAG – Led by Chairman McDaniel**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – n/a**
- V. PRESENTATION OF FINANCIAL STATEMENTS – n/a**
- VI. CITIZENS COMMENTS**

1. Mr. David Trice of Trice Trucking Company is present to discuss “No thru Trucks” Roads in Spalding County. Mr. Trice gave his address as 41 Crystal Creek Drive, Williamson, GA. He presented a petition with signatures of persons against Vaughn Road being made a “No Thru Trucks” Road. He asked the Board of Commissioners to reconsider their position on Vaughn Road as it impacts his and other trucking companies’ business. He was referring to Vaughn from Highway 92 past Varnadoe’s back to Highway 16. He said when you send the trucks back through Griffin they are passing three (3) different schools plus extra traffic lights. He said that trucks should be routed around Griffin, not through Griffin.

After a lengthy discussion, staff was instructed to have a GIS map drawn showing the flow of traffic through and around Griffin with all the “No Thru Trucks” roads and review some of the roads at the November 4th Regular Monthly Meeting.

VII. PUBLIC COMMENT

1. Mr. Mark Scudder, 1714 Ridge Street, spoke regarding an article in the newspaper where kittens were attacked by dogs. This happened in the City of Griffin. Mr. Scudder made a recommendation for staff to look at the website dogtraps.com, which might be a possible solution to catch wandering or stray dogs on the county right of way.

Mr. Ken Patton, K&G Patton Enterprises, addressed the Board regarding “No Thru Trucks”. He said that he lives close to Vaughn Road and cannot get to his house. Code Enforcement Officer has stopped him on a number of occasions. He said that he is in the open container business hauling construction trash and needs to go the shortest point to the C&D Landfill. He said he goes Ellis Road from Club Estates which only takes him five (5) minutes and keeps him out of traffic. He said it was hazardous for everyone. He asked the Board to reconsider their “No Thru Trucks”.

VIII. MINUTES

1. Consider the minutes for the following meetings: Public Hearing and Extraordinary Session of September 16, 2002; Public Hearings of September 18, 2002; Joint Special Called Meeting of September

23, 2002; Public Hearing and Special Called Meeting of September 25, 2002 and Zoning Public Hearing of September 26, 2002.

Motion made by Commissioner Martha McDaniel to approve the minutes of the Public Hearing of September 16, 2002. Commissioner Massengale seconded the motion and motion was approved by a vote of 4-0-1 with Commissioner Morrow abstaining, as he was absent at this meeting.

Motion made by Commissioner Martha McDaniel to approve the minutes of the Extraordinary Session of September 16, 2002. Commissioner Johnie McDaniel seconded the motion and motion was approved by a vote of 4-0-1 with Commissioner Morrow abstaining.

Motion made by Commissioner Martha McDaniel to approve the minutes of the Public Hearings of September 18, 2002. Commissioner Massengale seconded the motion and motion was approved by a vote of 3-0-2 with Commissioners Johnie McDaniel and Dick Morrow abstaining, as they were absent at these meetings.

Motion made by Commissioner Morrow to approve the minutes of the Joint Special Called Meeting of September 23, 2002. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.

Motion made by Commissioner Morrow to approve the minutes of the Public Hearing and Special Called Meeting of September 25, 2002. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.

Motion made by Commissioner Morrow to approve the minutes of the Zoning Public Hearing of September 26, 2002. Commissioner Martha McDaniel seconded the motion and motion was approved by a vote of 4-0-1 with Commissioner Kendall abstaining as he left the meeting early.

IX. CONSENT AGENDA

*Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel Item Nos. 1-3 were unanimously approved by a vote of 5-0. **The Ordinances will be incorporated into the minutes on second and final reading.***

1. Consider at first reading an ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for Secretary of State Elections Grant in the amount of \$7,000 to be used for Voter Educational purposes.
2. Consider at first reading an ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for the National Football League grant in the amount of \$2,500 received by Parks and Recreation.
3. Consider at first reading an ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for re-appropriation of funds for the District Four Health Services grant in the amount of \$13,500.

X. OLD BUSINESS

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

- **Amendment to UDO –A-#02-07:** Article 3. Multiple Family – Section 905:A – add provision for minimum heated floor area per dwelling, maximum density, and maximum lot coverage.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was approved by a vote of 4-0-1 with Commissioner Kendall abstaining as he was not present for the discussion.

IN RE:

Text Amendment #A-02-07

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety

and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on September 26, 2002, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

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

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

Section 1: Existing Section 905(A) of the Zoning Ordinance shall be deleted in its entirety.

Section 2: A new Section 905(A) of the Zoning Ordinance of Spalding County shall be enacted as follows:

Minimum Heated Floor Area Per Dwelling Unit: 1,000 square feet

Section 3: Existing Section 905(AA) of the Zoning Ordinance of Spalding County shall be deleted in its entirety.

Section 4: A new Section 905(AA) of the Zoning Ordinance of Spalding County shall be enacted as follows:

1. Maximum Density: Six (6) units per net developable acre, where public sewage and water are provided. Where public sewage and water are *not* provided, densities must meet the requirements of the Spalding County Health Department, but may not be greater than Six (6) dwelling units per net acre.
2. Maximum Lot Coverage by Building: Twenty-five (25) percent.

Section 5: The Chairman of the Board of Commissioners of Spalding County, Georgia directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 6: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 7: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 8: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

XI. NEW BUSINESS

1. Consider recommendation of HDR/WL Jorden to award bid of the Wyomia Tyus Olympic Park Lakeside Walking Trail to low bidder, Lambert Sand & Gravel in the amount of \$68,462. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow low bid of Lambert Sand and Gravel was unanimously approved by a vote of 5-0. Reference Contract #2002-10-07 (A).*
2. Consider Resolution Reaffirming Necessity for "911" Charge. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the following Resolution was unanimously approved by a vote of 5-0.*

RESOLUTION REAFFIRMING NECESSITY FOR "911" CHARGE

- WHEREAS, the Board of Commissioners of Spalding County have established an Emergency Telephone Number "911" service; and
- WHEREAS, the laws of Georgia provide that the governing authority of a local government operating or contracting for the operation of an emergency "911" system shall, by resolution, reaffirm the necessity for the "911" charge, and
- WHEREAS, this Board of Commissioners, as the governing authority of Spalding County, now desires to reaffirm the necessity for such "911" charge;

NOW, THEREFORE, BE IT, AND IT IS, HEREBY RESOLVED that the Board of Commissioners of Spalding County does hereby reaffirm the necessity for the "911" charge of \$1.50 per month, per exchange access facility provided to the telephone subscriber and \$1.00 per month per wireless connection provided to each telephone subscriber.

BE IT, AND IT IS HEREBY FURTHER RESOLVED that the within resolution shall become effective immediately and that all acts or resolutions, in conflict herewith, be, and the same are, hereby repealed.

3. Consider authorizing Chairman to execute Department of Transportation Contract for the Improvements at SR/3 at Birdie Road Intersection. The Contract is in the amount of \$98,989.99. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the execution of DOT contract was unanimously approved by a vote of 5-0.*
4. Consider authorizing Chairman to execute Maintenance Agreement and Resolution from Department of Transportation for SR 155 and Teamon Road Project. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the following Agreement was unanimously approved by a vote of 5-0.*

DEPARTMENT OF TRANSPORTATION COUNTY MAINTENANCE AGREEMENT

The County of Spalding, Georgia, hereinafter, referred to as the COUNTY, and the DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, hereby agree as follows:

That the DEPARTMENT will assist the COUNTY in constructing a project for the improvement of S.R. 155 and Teamon Road, as per attached sketch and designated as Georgia project STP-2010 (3), subject, however, to the condition that the COUNTY shall provide for its proper maintenance after completion of its improvement and will make ample provision each year for such maintenance.

IN WITNESS WHEREOF, the COUNTY has hereunto affixed their signatures, this the 7th day of October 2002.

5. Consider Agency Contract for Fire Protection Services for City of Sunny Side from October 1, 2002 until October 1, 2003. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the following Contract was unanimously approved by a vote of 5-0.*

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia

COUNTY OF Spalding

THIS AGREEMENT made and entered into on this the first day of October, 2002 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County". a political subdivision of the State of Georgia,

WITNESSETH:

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Sunny Side and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2002 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2003 which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand One Hundred Forty-Six Dollars and eighty-eight cents (\$1,146.88) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2002, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2003, or until this contract is sooner terminated as hereinafter provided.

-3-

Time is of the essence of this contract and each of its provisions.

-4-

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

-5-

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Sunny Side
P. O. Box 100
Sunny Side, Georgia 30284

If to the County, address to:

County of Spalding
P. O. Box 1087
Griffin, Georgia 30224-1087

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

6. Consider at first reading an ordinance amending the Spalding County Code, Chapter 7, of Section 9-3002 relative to recovery of costs of repair or demolition involving the unsafe building abatement code. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale ordinance to amend the Code was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

7. Consider Resolution Transmitting the revised Spalding County Future Land Use Map to McIntosh Trail RDC for general review and comment. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the following Resolution was unanimously approved by a vote of 5-0*

**RESOLUTION AMENDING
THE SPALDING COUNTY FUTURE LAND USE MAP**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations, along therewith to develop and implement comprehensive long range strategic planning; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia adopted by resolution the Spalding County Comprehensive Plan 1994-2014 on October 18, 1994 and therein adopted a Future Land Use Plan at Section VIII Land Use Element; and

WHEREAS, the Board of Commissioners of Spalding County has determined that it is in the best interests of the citizens of Spalding County for certain revisions to be made to the Future Land Use Plan, in particular the amending of the Future Land Use Map; and

WHEREAS, such revisions to the Future Land Use Map, contained in the Spalding County Comprehensive Plan, 1994-2014, Section VIII were reviewed by the Spalding County Planning Commission; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia on September 26, 2002 conducted a public hearing thereon in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed revisions to the Future Land Use Map, contained in the Spalding County Comprehensive Plan, 1994-2014, along with any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing, and at such hearing adopted and approved the Future Land Use Plan Map as being in conformity with sound comprehensive planning principles and being of substantial benefit to the public and in the promotion of the best interests and general welfare of the people; and

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Spalding County Comprehensive Plan, 1994-2014, Section VIII, Land Use Element shall be and is hereby amended as follows:

Section 1: The Future Land Use Plan, as presently found and located in the Spalding County Comprehensive Plan, 1994-2014, Section VIII, Land Use Element is hereby deleted.

Section 2: The Future Land Use Plan attached hereto and incorporated herein as if fully set forth is hereby adopted as part of the Spalding County Comprehensive Plan, 1994-2014, Section VIII and shall be from this point forward identified and referenced as the Future Land Use Plan for Spalding County for any and all such purposes.

Section 3: The foregoing amendments of the Spalding County Comprehensive Plan, 1994-2014 shall become effective immediately upon adoption of this resolution.

Section 4: The Board of Commissioners of Spalding County, Georgia, in compliance with Georgia law, shall submit this revised Future Land Use Plan to McIntosh Trail Regional Development Center for general review and comment by that agency.

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

8. Consider the revised Jail Services Contract with the City of Griffin. *Upon motion by Commissioner Morrow, seconded by Commissioner Massengale the following Jail Services Contract was unanimously approved by a vote of 5-0.*

STATE OF GEORGIA,

COUNTY OF SPALDING.

JAIL SERVICES CONTRACT

THIS AGREEMENT, made and entered this 7th day of October, 2002, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter referred to as the "County"), JAMES D. STEWART, in his capacity as the SHERIFF of Spalding County, Georgia (hereafter referred to as the "Sheriff"), and the CITY OF GRIFFIN, a Georgia municipal corporation, provides as follows:

WHEREAS, the County owns a county jail or detention facility for the incarceration of both pre-trial detainees and convicted inmates;

WHEREAS, said detention facility is operated and staffed by the Sheriff within the budgetary allowance provided by the County;

WHEREAS, the City has a need for incarcerating certain persons arrested for violation of crimes and ordinances of said City while awaiting trial and to house those persons convicted of offenses triable before the Municipal Court for which sentences of imprisonment may be lawfully imposed; and

WHEREAS, by entering into contract with the County and its Sheriff, the City can reduce or eliminate the necessity to own and operate its own detention facility or jail.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1.

For valuable consideration and the mutual promises herein made, the parties do hereby contract with one another for the hereinafter services and benefits, to-wit:

The County and/or Sheriff may accept for housing at the Spalding County Detention Facility pre-trial detainees and convicted prisoners of the City and may provide these persons with such services and

facilities as substantially similar to those services and facilities provided other State and County detainees and inmates, subject to the terms and conditions of this Agreement. Bed space will be provided only on a "as available" basis. The County and Sheriff do not guarantee availability of any space whatsoever and jail space shall be provided only if space is available, in the sole discretion of the Sheriff or his designee. Allocation of bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments. City inmates may be commingled with State and County detainees and inmates, provided the Sheriff and his detention officers shall assume full responsibility for the safety and wellbeing of City inmates in the facility population.

2.

In connection with the services herein provided, the Sheriff, or his personnel, will:

(a) complete an arrest/booking report, jail card, prisoner's personal inventory, and all other reports presently in use at the Spalding County Sheriff's Department or by the City of Griffin Police Department for each City prisoner, including availability of medical insurance coverage; (b) take and develop as part of the booking process a well-focused photograph of each City prisoner; (c) and fingerprint each City prisoner on printable offenses. The Sheriff shall furnish daily to the Chief of Police, or his designee, a timely copy of any written or computer-generated arrest/booking reports, and a monthly summary of arrest/booking activities involving City prisoners. It shall be the duty of the City, through its Police Department, to furnish the Sheriff with accurate copies of all citations, accusations, arrest warrants, bench warrants, sentences and other Court orders relating to the detention of any City inmate. The City Police Department shall remain responsible for scheduling first appearance and probable cause hearings on its pre-trial detainees in a timely manner; provided, the Sheriff shall make available at the Detention Facility an appropriate room for the conduct of such hearings.

3.

The Sheriff, and his personnel, shall exercise due care and diligence in providing for the physical care and maintenance of all City prisoners placed in his custody, in accordance with the such established standards as promulgated by case law or statute. The Sheriff shall provide routine medical care and health assessment as available to other prisoners by staff medical personnel and shall provide such emergency medical care and treatment, including transportation, as needed for City prisoners. Otherwise, the City shall schedule and pay the medical expense, if not reimbursed by insurance or third-party providers, for routine medical and dental care required for any convicted City prisoner while serving his or her sentence, including arranging the necessary transportation. The City shall remain responsible for transporting its prisoners, including pretrial detainees, to and from the detention facility for court and other lawful purposes.

4.

Any emergency medical expense incurred on behalf of a City detainee or prisoner (other than arising out of unauthorized intentional injuries of inmates by the Sheriff or his personnel, if any), including injuries suffered by acts of other inmates, shall be the sole and exclusive responsibility of the City, who shall be responsible for payment of said medical expenses directly to the service provider(s).

5.

As full consideration and payment for the services of housing and feeding City inmates, the City shall pay to the County a per diem rate per inmate, based upon the formula or computational example attached hereto as Exhibit "A". Said per diem shall be calculated using the actual number of City inmates in the jail population as of 8:00 A.M. each day, provided, inmates shall be counted on the first day of incarceration but not on the date of release. The parties contemplate the per diem rate shall be adjusted annually based on the latest audit of the Spalding County Detention Facility and Sheriff's Department.

Upon submission of a statement or invoice from the Sheriff to the City Police Chief, calculating the payment due, the City shall pay the per diem charge monthly and within thirty (30) days of receipt of said statement or invoice. Any balance of deposits in the Spalding County Jail Fund from penalties imposed and collected by the City through its Municipal Court shall first be applied by the County as a credit against the monthly payment due. The County will periodically account to the City for the balances in said account and the amount thereof attributed to the City.

6.

The City shall indemnify and hold harmless the County and/or its Sheriff and Sheriff's Department personnel, from any and all claims, damages or expenses (including legal expenses incurred in defending lawsuits and habeas corpus petitions) arising out of or relating to the arrest and imprisonment of any person charged with violations of state law and City ordinances and booked and detained in the County Jail pursuant to this Agreement, except the City shall not be liable for any claims, damages or expenses that may arise due to acts or omissions of any agent or employee of the County and Sheriff arising solely from the detention of such person or the terms and conditions thereof. The County and Sheriff shall indemnify and hold harmless the City, its officers and employees, from any and all claims, damages and expenses, including legal expenses incurred in defending actions, arising out of the detention of persons pursuant to this Agreement for which the County and / or Sheriff may be liable.

7.

The term for this contract shall commence on September 21, 2002, and shall expire, unless sooner terminated as set out below, on December 31, 2050. Either party to this contract may terminate this

contract upon giving the other party ninety (90) days notice of its intention to terminate. At the expiration of the ninety (90) days this contract shall terminate in its entirety.

8.

This Agreement constitutes an intergovernmental contract between the City and County. This writing contains all terms and conditions and represents the entire agreement between the parties, superceding all prior negotiations, understandings or oral agreements. Any amendments to this Agreement shall be in writing, duly executed by all parties or their respective successors in office.

EXECUTED the day and year first above written by the hands and seals of the parties acting through their duly authorized representatives.

Exhibit "A"

Formula for Computation of
City per diem Rates

Jail Direct Costs Applicable to City Inmates
(Direct Costs of operating Spalding County Detention Facility, exclusive of transportation and outside medical care)

+

Indirect Costs of Sheriff's Department Relating to Jail Operations (prorated based upon number of budgeted positions for detention personnel in relation to total budgeted personnel of Department)

+

Annual Depreciation of Jail Building, Equipment & Furnishings (using straight-line method)

Equals: Total Jail Costs, plus Depreciation

Divided By: Average Daily Population (total inmates)

Equals: Per Diem Cost to City

Attached to this Exhibit "A" for illustrative purposes only is an example of Projected Per Diem Cost for FY 99. The intent of the parties is to use the County's most recent audit of Sheriff's Department and Jail Operations to project a per diem rate for each fiscal year (July 1 through June 30). The parties agree to annually adjust the projected per diem rate, as of January 1, during the term of the Agreement. In addition, using the most recent audit, the parties agree to make necessary adjustments for the prior calendar year, based upon actual audited costs. If amounts paid by the City in the prior calendar year were less than actual audited costs, the City agrees to pay any balance due to the County within ninety (90) days of receipt of an invoice. If the amounts paid were in excess of actual audited costs, the County agrees to credit the amount against current year's obligations.

PER DIEM COSTS OF SPALDING COUNTY JAIL

The computation of the per diem costs of housing inmates at the County Jail for the FY 1999 is \$42.81. I have made the following assumptions in computing these costs:

1. Total audited expenses for the Sheriff's Department at June 30, 1999 were \$7,507,296.72.
2. "Direct costs applicable to City Inmates" equaled \$1,012,465.33. This is included at 100%.
3. "Costs Not Related to City Inmates" equaled \$202,252.81. These costs have been completely excluded.

4. The amount left, \$6,292,578.58, is the Sheriff's indirect cost and is used to figure the "Jail's Indirect Cost". This amount is prorated at 52.03%, which is the number of detention and jail related employees (77) compared to the total employees for the jail (148). Total jail indirect costs are \$3,274,028.64.

5. Annual depreciation for this model totaled \$613,292.22. Depreciation was computed on a straight-line basis, with the life based on the asset class.

6. Total FY 1999 Jail Costs equals the prorated Indirect Costs plus Direct Costs plus Annual Depreciation which comes to a total of \$4,899,786.18. This figure was divided by 365 days and then divided by the average daily occupancy of 313.58.

7. The Per diem inmate cost is \$42.81.

9. Consider request to schedule a public hearing date to establish street lighting district for Stonebriar Subdivision. *Motion made by Commissioner Morrow to set the date of October 21, 2002 at 5:45 PM. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

10. Chairman Johnie McDaniel would like to discuss the renegotiation of the Local Option Sales Tax (LOST). Mr. McDaniel stated that we had received a response from the City of Griffin rejecting the County's counter proposal for the distribution of the LOST. On their part they have declared an impasse and desire for this matter to go to mediation. If the City and County cannot agree on a distribution, as stated in the law we are required to go through non-binding mediation. Mr. McDaniel stated the Board needs to be in agreement on mediators and possible dates set up for non-binding mediation. Staff was asked to contact ACCG for list of counties who have used mediators and check with these counties for their comments and bring a report with some recommended names back to the Board at the October 21st meeting for possible mediation to begin in November. Staff was also asked to find out who will be the panel from the City for mediation purposes.

11. Discuss current law in the State of Georgia relative to dogs and nuisances. County Attorney Fortune had compiled an exhaustive memo to the Board concerning the law in Georgia concerning dogs and also the law of nuisance. He stated that most everything is covered under the state law, which has been codified into our County Code dealing with dangerous dogs and potentially dangerous dogs. He asked the question what was the problem the Board wanted to cure with a well-drafted ordinance.

Commissioner Kendall asked County Attorney Fortune to see if it is legal to have a civil fine as a simple mechanism to abate a private nuisance instead of folks coming down here to make the public responsible for a nuisance. He said he would like to see owner responsibility for their animals.

Commissioner Morrow suggested that we take a look at the county map and come up with suggestions of Restraint Districts in the more urbanized areas of the County adjacent to the City. The most problems are in the densely populated neighborhoods.

County Manager Wilson commented that you are talking about an increase in the level of service and recommended that this be developed with your 2004 budget and that staff begin working on a proposed map now and begin to compile the cost associated if expanded Restraint Districts are implemented and provide this information during budget process.

XII. REPORT OF COUNTY MANAGER

County Manager Wilson stated the Agenda needs to be amended tonight to add a request to go into a Closed Meeting to discuss pending litigation.

Motion made by Commissioner Morrow, seconded by Commissioner Martha McDaniel and unanimously approved to amend the agenda to go into a Closed Meeting to discuss pending litigation.

XIII. REPORT OF COMMISSIONERS

Commissioner Kendall had no comments.

Commissioner Massengale had no comments.

Commissioner Martha McDaniel addressed the proposed Florida Rock Quarry in Lamar County at the Spalding County Line. She was not aware that Spalding County had, in fact, received a DRI

(Development of Regional Impact) from McIntosh Trail. Assistant County Manager Sabine stated that DRI's are generated by the counties and there has been litigation over this matter between Florida Rock and Lamar County. He said last year he had received calls from residents in the Cain Street area with grave concerns, as the outer most perimeter of this quarry would be one parcel away from Spalding County. Mr. Sabine stated that he would respond to the DRI with comments that this quarry would have an adverse impact on existing residential population in the southeastern Spalding County area.

Commissioner Morrow had no comments.

Commissioner Johnie McDaniel asked if anyone would be attending the ACCG 4th District Breakfast Meeting, Tuesday, October 22, 2002 in Newnan, GA. Commissioner Martha McDaniel and County Manager Wilson are planning on attending this meeting.

Upon motion by Commissioner Morrow, seconded by Commissioner Massengale the Board voted unanimously to go into a Closed Session to discuss pending litigation.

XIV. CLOSED MEETING

Those present were Commissioners Michael Kendall, Dick Morrow, Martha McDaniel, Johnie McDaniel, Merrill Massengale, County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

CLOSED MEETING AFFIDAVIT

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

STATE OF GEORGIA
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

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

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on October 7, 2002.

2.

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

3.

The executive session was called to order at 8:17 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)_____;

No Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

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

No Other *(describe the exemption to the open meetings law):* _____ as provided in
(insert the citation to the legal authority exempting the topic)_____.

This the 7th day of October 2002.

Spalding County Board of Commissioners

Sworn to and subscribed
Before me this 7th day of
October 2002.

Phyllis P. Doane

Notary Public

My commission expires: March 13, 2006

Johnie A. McDaniel
H. Merrill Massengale
Martha W. McDaniel
M. Michael Kendall
Dick Morrow

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow, 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 Morrow, seconded by Commissioner Martha McDaniel the meeting was unanimously adjourned at 8:23 PM.

County Clerk

Chairman

Please send comments to webmaster@spaldingcounty.com
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