

REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their Regular Monthly Meeting on Monday, November 6, 2006 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 p.m. Chairman Eddie Freeman presided and Commissioners Cecil Davis, Gwen Flowers-Taylor, Edward Goss and Johnie McDaniel were present. Also present were County Attorney James Fortune, Zoning Attorney Newton Galloway, County Manager William Wilson, Assistant to the County Manager Paul Van Haute, Community Development Director Chuck Taylor and Teresa Watson to record the minutes.

- I. OPENING (CALL TO ORDER) – Chairman Eddie L. Freeman**
- II. INVOCATION – Commissioner Gwen Flowers-Taylor**
- III. PLEDGE TO FLAG – Led By County Attorney James R. Fortune, Jr.**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – N/A**
- V. PRESENTATION OF FINANCIAL STATEMENTS – N/A**
- VI. CITIZENS COMMENTS – N/A**
- VII. PUBLIC COMMENT**

Kelly Palmatier, 450 Malier Road, Griffin, Georgia

Ms. Palmatier was disappointed by what transpired at the last Board of Commissioners meeting and felt persecuted with the personal attacks when emphasis should be placed on the program and its merits. She stated she had received phone calls which encouraged her even as she contemplated giving up on the spay/neuter program in the face of tremendous obstacles. Some people volunteered their time, as well, and she pledged not to quit in her quest to get the spay/neuter program implemented. During the next two weeks she and others will revamp the proposal to include valuable public input and new recommendations. She just urged the Board to listen with an open mind.

Naomi Palmatier, 450 Malier Road, Griffin, Georgia

Miss Palmatier presented information that hunting dogs still work effectively, and often better, after being altered, a position contrary to what some hunters stated at the last meeting. She referenced several gun dog authoritative sources and surmised the dogs actually may show greater focus. Additionally, there is a lower risk of cancer and AKC sanctions spaying/neutering of dogs, unless the owner is breeding for show. There is a myth responsible for the false notion that altered dogs won't hunt. Field & Stream says no effect has been shown, and Miss Palmatier advised that experts have concluded there is no known connection between a dog's nose and his testicles. In the rescue world, black dog syndrome refers to the concept that large, dark dogs are harder to adopt. Gun dog rescues are even harder, she noted, and Miss Palmatier urged commissioners to consider the program with an open mind and become better educated on the issue.

Julie Reid, 2012 Highway 18 East, Zebulon, Georgia

Ms. Reid is associated with the Georgia Piedmont Region Canine Search and Rescue group. The vast majority of search and rescue organizations use purebred dogs, but they use adopted animals, and they highly recommend using spayed/neutered dogs because it makes for less distraction in search and rescue missions. Altering does not interfere with a dog's ability to hunt, nor does it hamper their ability to effectively search for people or cadavers.

VIII. MINUTES

1. Consider approval of the minutes of the October 23, 2006 Extraordinary Session and the October 26, 2006 Zoning Public Hearing.

Commissioner McDaniel made a motion to approve the minutes of the October 23, 2006 Extraordinary Session and the October 26, 2006 Zoning Public Hearing, seconded by Commissioner Davis. Motion carried by a vote of 5-0.

IX. CONSENT AGENDA

1. Consider, on second reading, an Ordinance amending the FY 2007 Budget Ordinance to provide for the appropriation of funds for the roof at Solomon East Complex.

AN ORDINANCE AMENDING THE FISCAL YEAR 2007 BUDGET ORDINANCE SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2006 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

Notary Public – Teresa A. Watson (L.S.)
My commission expires: March 3, 2007

Edward Goss, Jr. (L.S.)
Johnie A. McDaniel (L.S.)

Commissioner McDaniel moved to adjourn Closed Meeting and reconvene to Open Meeting, seconded by Commissioner Davis at 6:50 p.m. Motion carried 5-0.

Commissioner McDaniel moved to amend the agenda to include approval of addendum to Settlement Agreement in Big Pines, LLP vs. Spalding County, second by Commissioner Davis. Motion carried by a vote of 4-1 with Commissioner Goss opposing.

Commissioner McDaniel moved to approve the addendum to Settlement Agreement in Big Pines, LLP vs. Spalding County, seconded by Commissioner Davis. Motion carried by a vote of 4-1 with Commissioner Goss opposing.

XI. OLD BUSINESS

1. Consider Application #CS-06-06 Sketch Plan: A conservation subdivision consisting of 285.3± acres on Smoak Road located in Land Lot(s) 197, 198, 218, 219, 220 and 230 of the 3rd Land District – 247 lots – continued from Zoning Public Hearing of October 26, 2006.

Commissioner McDaniel moved to approve Application #CS-06-06 Revised Sketch Plan: A conservation subdivision consisting of 285.3± acres on Smoak Road located in Land Lot(s) 197, 198, 218, 219, 220 and 230 of the 3rd Land District – 247 lots – continued from Zoning Public Hearing of October 26, 2006, the revised Sketch Plan being that revised October 30, 2006. Motion was seconded by Commissioner Davis. Motion carried by a vote of 4-1 with Commissioner Goss opposing.

XII. NEW BUSINESS

1. Consider post appointment from District 2 Commissioner to fill the unexpired term of David English, who resigned 9-15-06 and whose term is set to expire 12-31-06.

Commissioner Cecil Davis appointed Dan McLean as post appointment from District 2 to fill the unexpired term of David English, who resigned 9-15-06 and whose term is set to expire 12-31-06.

2. Consider approval of second option agreement to purchase land with Atlanta Gas Light.

Mr. Fortune said AGL needs more acreage for their operation beyond what they originally desired, so they are increasing their request to 2/3 acre or 26,000 ± square feet. This is a second option to purchase and a quit claim deed for the Chair to execute if approved. The increased price is \$6189.23. They will go to court to get a quiet title; the County is providing a quit claim deed because we cannot warrant title. Mr. Fortune recommended approval.

STATE OF GEORGIA COUNTY OF SPALDING

SECOND OPTION AGREEMENT TO PURCHASE LAND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SPALDING COUNTY (hereinafter referred to as “Seller”), in consideration of the sum of \$500.00 (Five Hundred Dollars) in cash previously paid by Purchaser to Seller under an Option Agreement to Purchase Land dated December 12, 2005, the receipt and sufficiency of which consideration is hereby acknowledged, has granted and sold and by these presents does grant and sell to ATLANTA GAS LIGHT COMPANY, its successors and assigns (hereinafter referred to as “Purchaser”), the exclusive right to purchase (hereinafter referred to as the “Option”) the following described real property situated in the County of Spalding, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot 208, 2nd District, Spalding County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of Land Lots 190, 208, and 209, aforesaid district and section, thence proceeding southerly along the common boundary of Land Lots 208 and 209 a distance of 712.61 feet to a point on the northwesterly right-of-way line of a Georgia Transmission Company easement; thence proceeding southwesterly along said northwesterly right-of-way line South 83 degrees 21 minutes 00 seconds West a distance of 125.40 feet to a point, which is the TRUE POINT OF BEGINNING; thence continuing along said right-of-way line South 83 degrees 21 minutes 00 seconds West a distance of 261.72 feet to a point; thence leaving said right-of-way line and proceeding North 06 degrees 39 minutes 00 seconds West a distance of 189.18 feet to a point on the southwesterly right-of-way line of an Atlanta Gas Light Company/Southern Natural Gas easement; thence proceeding southeasterly along said right-of-way line South 60 degrees 47 minutes 21 seconds East a distance of 322.94 feet to a point, which is the TRUE POINT OF BEGINNING.

Said tract totaling 0.5683 acres, or 24,756.9 square feet, as depicted on that plat of survey dated September 20, 2005, revised March 7, 2006, revised March 22, 2006, prepared by Horace Alleyne, R.L.S. No. 2837, entitled "Proposed Regulator Station Site on Property of Atlanta Gas Light Company," which plat is attached and incorporated by reference hereto as Exhibit "A."

(Hereinafter referred to as the "Property.")

The forgoing Option is granted on the following terms and conditions:

1. The Purchase Price of said Property is the sum of \$6,189.23 (Six Thousand One Hundred Eighty-Nine and 23/100 Dollars). Taxes, insurance, and rents on said Property for the current year shall be prorated as of the date of completion of the purchase.
2. Seller agrees to convey to Purchaser a good fee simple unencumbered merchantable title and title policy to said Property.
3. This Option shall expire at midnight 120 (One Hundred Twenty) days after the execution of this Option.
4. Risk of damage to or destruction of the Property by fire or otherwise shall remain with Seller until the Property shall be conveyed to Purchaser.
5. Seller represents and warrants that Seller has good fee simple unencumbered merchantable title to said Property and that Seller knows of no claims or any other person, partnership, or corporations to said Property or any rights therein, except as follows:

6. During the term of this Option, Purchaser shall have and is hereby given and granted the free and full right of ingress and egress on, over, through, across, and to and from said Property and other adjoining Property of Seller for the purpose of making explorations, examinations, core tests, and surveys or any other act or acts that Purchaser deems incident or necessary thereto, on the Property.
7. Purchaser may exercise this Option by posting a notice, in writing, addressed to Seller at _____ and depositing in the United States mail, postage prepaid, prior to the date fixed in Paragraph 3 hereof or by delivering such written notice in any other manner to Seller prior to said date.
8. In the event Purchaser finds that Seller has a good and merchantable title to said Property, the purchase of said Property by Purchaser shall be forthwith concluded by Seller delivering to Purchaser a good and valid general warranty deed and title policy covering said Property with all clauses usual in deeds in this State conveying real property, relinquishing and waiving all rights under and by virtue of any applicable dower or homestead exemption laws, and by the Purchaser paying over in cash to the Seller the Purchase Price hereinbefore designated, and the consideration paid for this Option shall be applied as a credit to reduce the Purchase Price by the amount paid for this Option.
9. Seller agrees that upon the Purchaser giving to Seller a written statement of any objections to the title of said Property, including any ordinances, conditions, or restrictions adversely affecting the proposed use of the Property by Purchaser, to use Seller's best efforts to cure said objections. In the event Purchaser should find that Seller does not have a good and merchantable title to said Property, or if Purchaser's objections to Seller's title are not cured by Seller within fifteen (15) days after receipt of written notice thereof, there shall be no obligation on the part of Purchaser to purchase said Property, but Purchaser in such an event may in its sole discretion purchase the Property through means of a quitclaim deed or other instrument, and Purchaser in such an event shall promptly advise Seller, in writing, whether or not Purchaser will complete such purchase, and thereupon, if Purchaser elects not to complete such purchase, the Seller shall repay to Purchaser the consideration for this Option.

Executed this the sixth day of November 2006.

IN WITNESS WHEREOF, the Seller and Purchaser have set their hands and seals the day and year first above written.

Commissioner Davis moved to approve second option agreement to purchase land with Atlanta Gas Light for 2/3 acre (26,000± square feet) at an increased price of \$6189.23, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.

3. Consider lease agreement with Griffin-Spalding Historical Society for Camp Stephens property.

Mr. Fortune said the Historical Society needed help with maintenance of this property, and Mr. Joe Harrell contacted Chairman Freeman for assistance. He advised he had prepared a lease for \$1 per year for the properties. It seems the Historical Society may have a small problem with the property's designation as a county park. Some don't want people to have unlimited access as they would with other county parks because of the nature of the property as a historical Civil War camp site. However, the County cannot improve the property and maintain it without allowing public access. Mr. Fortune recommended proceeding with the lease as presented, with property designated as a county park. Then, if the Historical Society does not desire to sign, they can do so. Mr. Wilson advised that use of the park would be minimal. There would be a sign, a bench and trash receptacles placed there after clearing the undergrowth and grass cutting. There will be no equipment to damage and the site probably won't attract large numbers of people. Mr. Wilson, too, recommended signing and sending forth the lease agreement.

Chairman Freeman said a passive park was intended. He noted, also, that the site will eventually be on the scenic byway off McIntosh Road near the Roosevelt Railroad, so this improvement would be an added value. He said he was just trying to get Mr. Harrell and the Historical Society some assistance.

STATE OF GEORGIA

COUNTY OF SPALDING

LEASE AGREEMENT

This agreement, made and entered into this sixth day of November, 2006 between The Griffin Spalding Historical Society, hereinafter called Lessor, and Spalding County, a political subdivision of the State of Georgia hereafter called Lessee. (It is mutually agreed by both parties hereto, where either is mentioned herein, that same refers to their heirs, executors, administrators, successors or assigns, who are bound as fully and completely by the covenants as the parties hereto).

WITNESSETH. That the said Lessee has this day rented and leased from said Lessor and Lessor has rented and leased to said Lessee, the following premises: Camp Stephens, 1410 Jackson Street, Griffin, Georgia, further identified as Lots 5, 6, 7, 9 and 10 of land lot 131, district 3, more fully described on Warranty Deeds attached hereto as Exhibits A and B, and Tract Three of Land Lot 126, district 3, more fully described on Deed of Distribution attached hereto as Exhibit C, *to be used for the operation of a historic site under the direction of the Spalding County Parks and Recreation Department* for a term of one (1) year commencing on December 1, 2006, and ending on November 30, 2007, for which the Lessee agrees to pay Lessor, their successors or assigns, at their office, annual rental of \$1.00. This agreement shall be automatically renewed on December 1, 2007 and on each succeeding December 1 unless positive action is taken by either party to terminate this Agreement. The renewal term shall be at the rental set forth above and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

It is further mutually agreed as follows:

- 1) Lessor or Lessee shall have the right to cancel this Lease Agreement at any time upon thirty (30) calendar days prior written notice to the other party.
- 2) Lessee agrees to include this property on its liability insurance coverage, which coverage must be in a minimum amount of \$1,000,000.00, and which policy should show The Griffin Spalding Historical Society as an additional insured. Lessee shall also maintain workers' compensation insurance to the extent required in accordance with the laws of the State of Georgia.
- 3) Lessee is to make no changes of any nature in the above named premises without first obtaining written consent of Lessor, other than routine cutting of grass, clearing of brush, etc.; and the Lessor or his agents shall have the right to enter said premises at reasonable hours, to examine the same, make such repairs, additions or alterations as may be deemed necessary for the safety, comfort and preservation of said property.
- 4) Lessee agrees to comply with all rules, orders, ordinances and regulations of city government, if any, and all of its departments, and with all Statutes, rules and regulations of the State of Georgia in any or all of its departments.
- 5) During the Lease term, Lessee shall be responsible for regular maintenance of the Park, mowing grass on a regular basis and any other regular maintenance as required.
- 6) If the Lessee shall violate any of the restrictions in this lease or fail to keep any of its covenants, the Lessor or his agents at once, if they so elect declare this lease void, terminate the same and at once take possession of the premises.
- 7) The within premises shall not be used for any purposes except for the purposes herein designated, without the written consent of the owner or, of the owner's agent. *The Lessee*

agrees to allow the Lessor to use the property for programs and functions with prior written notice and agreement as to dates and times and Lessee agrees to consult with Lessor regarding any historical programs or functions on the property.

- 8) *The Lessor shall provide a management plan for the site in conjunction with the Spalding County Parks and Recreation Department, using National Park Service and Civil War Battlefield specialists.*

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their hands and seals, this day and year first above written.

Commissioner McDaniel moved to approve lease agreement with the Griffin-Spalding Historical Society for Camp Stephens property, as presented, with property to be used and maintained as a County park. Commissioner Davis seconded the motion, which carried 5-0.

4. Consider bids for Parks and Recreation Master Plan.

Commissioner Davis moved to award the bid for the Parks and Recreation Master Plan to the low bidder JB + A for an amount not to exceed \$ 67,880, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.

5. Consider approval of the Dispatch Communication Services Agreement between Tenet HealthSystem Spalding, Inc. and Spalding County.

DISPATCH COMMUNICATION SERVICES AGREEMENT

THIS DISPATCH COMMUNICATION SERVICES AGREEMENT (“Agreement”) is made and entered into by and between Tenet HealthSystem Spalding, Inc., a Georgia corporation, doing Spalding Regional Medical Center (“Hospital”) and Spalding County (“County”).

RECITALS:

A. Hospital is in need of certain dispatch and dispatch related services (“Services”) for the Emergency Medical Services Department (hereinafter referred to as “EMS”).

B. County employs or otherwise contracts with individuals duly qualified and experienced in furnishing the Services (collectively “County Staff”).

C. Hospital and County desire to provide a full statement of their respective rights, obligations, and duties in connection with the provision of Services by County to Hospital.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and County, through the Emergency Communications Center (“Communications”), agree as follows:

1. COUNTY’S OBLIGATIONS.

a. Receive, process, and dispatch “Emergency Transport” calls for the EMS, according to standard operating procedures established by and agreed upon by both the EMS and Communications.

b. Receive, process, and dispatch “Urgent Transport” calls for EMS, according to standard operating procedures established by and agreed upon by both the EMS and Communications.

c. Provide the EMS with “Response Numbers,” also known as “Log” numbers.

d. Provide the EMS with required “Mileage” and associated “Times”.

e. Provide the EMS with the “Dispatch Cards” which will contain dispatch information required for inclusion in the files of patients who are transported. These cards will be available for pick-up in a timely fashion on a daily basis.

f. Maintain continuous “Vehicle Location” status.

g. Provide the EMS with monthly data and statistical data, broken down by major services, to be consistent with the level of computer software currently utilized by Communications.

h. Allow authorized agents of the EMS to purchase computers, land mobile radios, pagers, portable radios, and other related equipment through Communications sources, as permitted by law.

i. Lease 800 MHz communications equipment to the Hospital for use by the EMS personnel during the term of this Agreement in accordance with the terms and conditions as agreed upon by the parties in a separate leasing agreement.

2. COUNTY'S COMPENSATION.

a. Charges for services will be based upon the projected direct personnel costs for five (5) telecommunication positions, at job rate salary for the fiscal year in question, plus thirty three and seven tenths (33.7) percent of those salaries to adjust for fringe benefit costs and overtime pay. It is agreed to assume that EMS related calls will require approximately 1/2 position each shift, and that a factor of fifty (50) percent should be applied to the total of those projected direct personnel costs plus fringe benefits and overtime pay for those five dispatch positions.

b. These fees will be phased in over a five year period, as indicated below:

- (1) Fiscal Year 2007 (July 1, 2006 - June 30, 2007):
 $5 \times \$26,181 = \$130,905 \times 1.337 = \$175,020 \times .500 = \$87,510.00$
- (2) Fiscal Year 2008 (July 1, 2007 - June 30, 2008):
 $5 \times \$27,228 = \$136,141 \times 1.337 = \$182,021 \times .500 = \$91,010.00$
- (3) Fiscal Year 2009 (July 1, 2008 - June 30, 2009):
 $5 \times \$28,317 = \$141,587 \times 1.337 = \$189,302 \times .500 = \$94,651.00$
- (4) Fiscal Year 2010 (July 1, 2009 - June 30, 2010):
 $5 \times \$29,450 = \$147,250 \times 1.337 = \$196,874 \times .500 = \$98,437.00$
- (5) Fiscal Year 2011 (July 1, 2010 - June 30, 2011):
 $5 \times \$30,628 = \$153,140 \times 1.337 = \$204,749 \times .500 = \$102,374.00$

Total Fees: \$473,982

c. Payments for the above dispatch services shall be remitted on a quarterly basis, in the amount of \$21,877.00, with the first payment due on September 30, 2006. Subsequent quarterly payments will be due on December 31, 2006, March 31, 2007, and June 30, 2007. Such payments shall be made to Spalding County, Georgia, and deposited and accounted for in the Spalding County Emergency Telephone System Fund.

d. At the end of each fiscal year for the duration of the Term of this Agreement, an assessment will be made to assure that, based on "call volume load", charges made to the EMS for dispatch services rendered by the County reflect costs realized to provide those services. Necessary adjustments can be effected upon mutual consent by both parties and if this agreement is amended, would become effective on the first day of each fiscal year from FY 2007 to FY 2011.

3. **TERM.** The term of the Agreement ("Term") shall be five (5) years, commencing July 1, 2006, unless sooner terminated as provided in this Agreement.

4. TERMINATION.

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least one hundred eighty (180) days' prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to County upon the occurrence of any of the following: (i) breach by County or any County Staff of any of the confidentiality provisions hereof; (ii) failure by County to maintain the insurance required under this Agreement; (iii) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets; or (iv) County or any of County Staff's conviction of a criminal offense related to health care or County or any County Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

d. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates

any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

e. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COUNTY'S STATUS.** In performing the Services, County and County Staff are acting as independent contractors, and neither County nor County Staff shall be considered an employee of Hospital. Hospital shall not exercise any control or direction over the manner or method by which County provides the Services. However, County shall require all County Staff to perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.** County shall secure and maintain at all times during the Term, at County's sole expense, general liability insurance covering County, and County's Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$3,000,000 general aggregate, and
\$1,000,000 per occurrence Personal/Advertising Injury
\$3,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an additional insured and shall not be cancelable except upon 30 days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. County shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, County agrees that at least for four (4) years after the furnishing of such Services, County shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.** County and County Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that County or County Staff may be provided during the term of this Agreement to any other person (with the exception of County's or any County Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital. With respect to any patient or medical record information regarding Hospital patients, County and County Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES, WAIVER; BINDING EFFECT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be

construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. County shall not assign or transfer, in whole or in part, this Agreement or any of County's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by County without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

10. **NON-DISCRIMINATION.** County agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

11. **COMPLIANCE OBLIGATIONS.** County has received, read, understood, and shall abide by Tenet's Code of Conduct. The parties to this agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Anti-Kickback Statute and the Stark Law. A summary of Tenet's Compliance Program and a link to Tenet's policies and procedures shall be provided to County upon request. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and/or the Stark Law.

In confirmation thereof, we hereunto affix our signatures authorized representatives of the parties affected and obligated by this agreement, this sixth day of November 2006.

Commissioner McDaniel moved to approve the Dispatch Communication Services Agreement between Tenet HealthSystem Spalding, Inc. and Spalding County, as presented, seconded by Commissioner Davis. Motion carried by a vote of 5-0.

6. Consider authorizing Chairman to execute Model Resolution for Financial Assistance for Yamacraw Landfill Hazardous Waste Trust Fund Expenditures.

**RESOLUTION
To Provide for Authorization to Make Application for Financial Assistance
To Recover Costs Associated with Yamacraw Road Landfill Site
Investigation, Remediation, Post-Closure Care and Maintenance**

WHEREAS, Spalding County is a "state" or "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

WHEREAS, Spalding County is a county within the meaning of O.C.G.A. Section 12-8-95(b)(4) and EPD Rule 391-3-19-.09; and

WHEREAS, the site more particularly described in Exhibit "A" attached hereto is a solid waste handling facility as defined by EPD Rule 391-3-4-.10(67) (hereinafter, "the Site"), and has been placed on the National Priorities List pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 and/or on the Hazardous Site Inventory pursuant to the Hazardous Site Response Act (O.C.G.A., Section 12-8-90 et seq.); and

WHEREAS, the Director of the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") and/or the United States Environmental Protection Agency has notified Spalding County in writing that it is a "responsible party" (as defined in EPD Rule 391-3-19-.02(2)(s)) for the Site; and

WHEREAS, Spalding County has already expended, and anticipates expending in the future, certain costs associated with the investigation, remediation, post-closure care and maintenance of the Site (hereinafter, "the Costs"); and

WHEREAS, the Costs (or a portion thereof) may be eligible for reimbursement and/or advance to Spalding County by the Director of EPD from the Hazardous Waste Trust Fund (pursuant to O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09 and other pertinent law), provided said Costs (or portion thereof) are determined by EPD to be "Eligible Costs" (as defined in EPD Rule 391-3-19-.09(4)(a)), and provided Spalding County has met the "Eligibility Requirements" set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, the said "Eligibility Requirements" set forth in EPD Rule 391-3-19-.09(2) require, among other things, that the following criteria be met in order for the Costs (or portion thereof) to be eligible for reimbursement or reimbursement and/or advance:

" ... (e) the state or local government has adopted an authorizing resolution; and

(f) the state or local government has submitted to the Director [of EPD] a completed application for financial assistance on forms as provided by the Director..." ; and

WHEREAS, Spalding County desires to make application to EPD for reimbursement or reimbursement and/or advance of the Costs (or a portion thereof) on the form(s) provided by the Director of EPD (as completed and attached hereto as Exhibit "B"), and to take any other action which may be necessary or appropriate to have the Costs (or portion thereof) fully considered for such purposes; and

WHEREAS, in the event the attached applications are approved by EPD, Spalding County desires to receive those sums approved by EPD as reimbursement and/or reimbursement/advance of the stated Costs (or a portion thereof), and to process, administratively handle and utilize said sums for such approved purposes; and

WHEREAS, Spalding County is confident that it can otherwise satisfy the "Eligibility Requirements" set forth in EPD Rule 391-3-19-.09(2);

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Spalding County Board of Commissioners is hereby fully authorized to complete and execute the application attached hereto as Exhibit "B" on behalf of Spalding County, and to submit same to EPD for its consideration.

BE IT FURTHER RESOLVED that Spalding County is hereby authorized to take any and all other action, without further approval or action of this Board of Commissioners (including, but not limited to, executing supplemental forms, application amendments, additional applications and the like, and providing additional information or documentation), which may be necessary or appropriate in order for the Costs (or portion thereof) to be fully considered by EPD for reimbursement and/or advance from the Hazardous Waste Trust Fund in accordance with the provisions of O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09, and other pertinent law.

THIS 6th Day of November, 2006.

Commissioner Davis moved to authorize Chairman to execute Model Resolution for Financial Assistance for Yamacraw Landfill Hazardous Waste Trust Fund Expenditures, second by Commissioner McDaniel. Motion carried by a vote of 5-0.

7. Consider, on first reading, Ordinances amending the FY 2007 Budget Ordinance for the following:
 - a) To provide for receipt of donation to Animal Control, and
 - b) To provide for allocation of reimbursement for Public Defender Circuit Salaries.

Commissioner Davis moved to approve, on first reading, Ordinances amending the FY 2007 Budget Ordinance: a) To provide for receipt of donation to Animal Control, and b) To provide for allocation of reimbursement for Public Defender Circuit Salaries. Commissioner McDaniel seconded the motion which carried by a 5-0 vote.

8. Commissioner Flowers-Taylor would like to discuss utilization of the old Fairmont High School building by Parks and Recreation and authorizing lease of building from the Griffin-Spalding County School System.

Commissioner Flowers-Taylor approached this concept last year and still wanted to utilize the old Fairmont High School building where Crossroads was housed for the Griffin-Spalding County School System. In her discussions with the School Board, she found that the County might be able to purchase it with property adjacent for a park and/or walking track for \$1. The property is not contiguous with the Fairmont Park area but would complement the area's recreation and park program greatly. The County might be able to house in the future Bill Beck's Athletic Hall of Fame memorabilia in the building. The building was used by school system up until this year, and it has carpeting. The larger building that could possibly be used for the museum will need some repairs, but Mr. Rayfield Wright offered to help spearhead a community fundraising effort with Fairmont alumni for maintenance and repairs. The senior walking group and wellness group may also have organized programs there. She reiterated she desired to purchase, not lease the property.

Commissioner McDaniel agreed the school system would entertain this. There were ways in which the demolition and abatement costs could be lowered.

Commissioner Flowers-Taylor said one school board member suggested this would be a good community project since school board would be donating the building in essence, and the county would be renovating for utilization. The City could also be involved since they have adjacent property. She has received interest from the City, as well, for possible abatement of disposal costs during demolition and renovations.

Commissioner Goss noted the company doing the Parks and Recreation master plan could review this and include it in the plan.

Commissioner Flowers-Taylor moved to authorize the Chair to request sale of the building and 15 acre tract for \$1 for the purpose of developing a parks and recreation area. Motion was seconded by Commissioner McDaniel, and motion carried 5-0.

XIII. REPORT OF COUNTY MANAGER

-The City has closed on the Wachovia Building. In deeds for the Courthouse and Wachovia building, there is a boundary dispute. Stan Caldwell surveyed and provided a boundary line agreement which finalizes the issue once and for all. This agreement will help the City in getting assistance with financing and neither property is adversely affected. *Commissioner Davis moved to sign the agreement, seconded by Commissioner Flowers-Taylor and motion carried unanimously at 5-0.*

-The Planning Commission will be holding a conservation subdivision workshop on November 14 at 8 p.m. They have invited the Board of Commissioners. Commissioner wishing to attend should notify Ms. Watson so proper notices can be posted.

-A subdivision issue regarding sidewalks has surfaced for the first time. Emerald Forest's bond is about to expire and two lots have not been developed, so sidewalks are not there. The County interpreted the bond to mean the County could hold monies from the road maintenance bond to concrete these sidewalks. The developer, Mr. Mobley does not interpret the same. Community Development needs direction from the Board. Extensive discussion followed.

All sidewalks will, in the future, have to be constructed by the developer before the streets are accepted. Mr. Wilson advised this meant that all sidewalks will have to be constructed in the future before final plat approval from the Board and acceptance of streets. Mr. Taylor said most counties require that sidewalks be constructed prior to acceptance of streets, and builders saw cut the sidewalks to allow for driveways. The County will hold adequate funds out of the road bond money to install the sidewalks at Emerald Forest for the immediate problem, or Mr. Mobley can install the sidewalks if he so chooses. Then, Mr. Mobley can coordinate with builders himself.

-The County has received a request to grant access to Airport Road Park property. Spills occurred in past years on the property from Rental Uniform Service, and several wells need to be constructed on airport property and park property, with minimal disturbance to the park, to remove contaminants by ventilating and removing fumes. The twelve wells on the northern part of the tract, near service station, will need to be in place for a couple of years. Cintas (formerly Rental Uniform) will pay for all remediation. A pumping machine will be installed off-site at no cost to the County, and they will work with our personnel for the duration of the wells' operation. Users of the park won't be able to discern the sunken wells, as grass cover will be utilized during the process and the pumping machine won't be visible to park patrons.

-The Board of Commissioners voted recently to authorize Minerva Properties to work with the Department of Transportation on a Jordan Hill Road bridge replacement project. Now the Department of Transportation wants replace a second Bridge over Troublesome Creek. Scheduled to begin in 2010, Jordan Hill Road would have to be closed from that point forward for a period of about 18 months. Traffic would be routed down Baptist Camp and Kilgore Roads, etc. The Sun City development should be close to buildout by that time, and this closure should not affect adversely. Commissioners gave a consensus of approval.

XIV. REPORT OF COMMISSIONERS

Goss

Commissioner Goss said several people had told him ceiling tiles were still leaking in the Griffin Flea Market location in Memorial Drive Plaza. Vendors are leaving their areas. Commissioner Goss said he visited this date and some ceiling tiles on the right side as you enter appear to be leaking or to have been leaking in the past from previous rains. Mr. Wilson said the roof there was completely foamed with urethane after work to the HVAC system was complete with urethane foam having been applied to the HVAC curb stops first. Mr. Wilson further stated that neither Mr. Maddox nor vendors have called the County to report the roof is still leaking, but he advised he would consult with Terry Tardy in Construction and Maintenance in the morning regarding the situation. Commissioner Goss said he hasn't talked with Mr. Maddox himself, but he understood the flea market is hurting with vendors being lost, particularly given what he pays for the lease.

Flowers-Taylor

Commissioner Flowers-Taylor said she wanted to piggyback onto Mr. Goss' comments about the Flea Market building. She had visited after the rain last week and leaks were significant, with buckets placed all over the building. She had emailed all the commissioners who had email capability pictures she took last week in the building. If the County thought the roof was fixed, she felt it was still broken and still leaking in that first area she noted months ago. She agreed some vendors have left. Tenants have certain expectations that space they rent be properly cooled, heated and water-free. Whatever course the County takes, the leaks need to be repaired. Mr. Wilson requested that Commissioner Flowers-Taylor email him the pictures, as well, so he could adequately follow up on the problem.

Commissioner Flowers-Taylor asked about the proposed parking lot in the old Hill's Tire Store location. Mr. Wilson said plans have been delivered to Public Works, but currently they are trying to finish patching (for probably another three weeks) in preparation for the resurfacing contract.

Spay/neuter issue callers have suggested that Commission Flowers-Taylor bring forward the idea of a citizen study committee to explore the best way to approach this problem and proposed program. One caller questioned if a program should be implemented, would it apply to city residents as well, since they too are located in the County.

She thanked the Board for voting unanimously to pursue purchase of old Fairmont School building. This, she felt, can be win-win situation for everyone. Mr. Rayfield Wright's group stated that the ratio of star athletes from Spalding County to the general population is the greatest in the country, and to house the museum to honor them at this location would be a real plus.

Davis

Commissioner Davis, too, asked about completion of the old Hill's Street Tire Store parking lot. Mr. Wilson said Public Works might be able to get a crew there after patching is complete.

McDaniel

Parks and Recreation participated in the 4th District banquet on October 25, 2006 at the Griffin Welcome Center. The Spalding County department won seven district awards this year, including a special recognition to Henry Sims for 40 years of service. Mr. Sims will be retiring in December. Commissioner McDaniel noted the County could take great pride in the Spalding County Parks and Recreation Department, which is widely recognized across the State as excellent. The awards included: Athletic Program Award, for athletic camps (football, baseball) held each year; Project Award for Airport Road Park Playground; Special Population Award for the Golden Olympics; Volunteers of the Year for the SeniorNet Volunteers; Special Events Award for the Back to School Bash; Innovative Program Award for Dance Vision (held at Fairmont); and the Special Recognition Award for Henry Sims' 40 years of service.

Additionally, Commissioner McDaniel said Crestview Baptist Church's new facility on Birdie Road has brought to light a need to revisit the tree ordinance, as it applies to their situation. They will develop 8.1 acres initially, which requires 252 trees at least 2" caliper, according to current requirements. The total site will require 1500 trees, which is exorbitant for this type development. He has discussed the matter with Community Development Director Chuck Taylor and was hoping they might be able to utilize a draft ordinance developed some time ago but not implemented that would be more reasonable and less cumbersome. They will probably implement a change to require shrubbery instead, which would result in fewer problems with cost and maintenance. The major, big box retailers of the world can afford to plant trees but local churches don't have deep pockets. This situation is quite tough, and he wanted the Board to authorize Mr. Taylor to work on the draft ordinance for the Planning Commission to review. The consensus of the Board was to initiate the revisiting of this tree ordinance.

Freeman

Chairman Freeman commended commissioners for voting for the Camp Stephens property lease and the purchase of the old Fairmont High School building. He had talked with Mr. Rayfield Wright, as well, and he thought there might be a proposal to erect a sign marking the birthplace of Rayfield Wright in Esma (Esmond) off Ellis Road.

XV. ADJOURNMENT

Commissioner Davis moved to adjourn at 8:00 p.m., seconded by Commissioner Flowers-Taylor, and motion carried by a unanimous 5-0 vote.

County Clerk

Chairman

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