

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, July 20, 2009, beginning at 6:00 o'clock p.m. with Commission Chairman Edward Goss, Jr. presiding and Commissioners Eddie L. Freeman, Bob Gilreath and David Phillips present. Absent was Commissioner Gwen Flowers-Taylor. Also present were County Manager William P. Wilson, Jr., Assistant to the County Manager Paul Van Haute, County Attorney James R. Fortune, Jr. and Teresa Watson to record minutes.

I. OPENING (CALL TO ORDER) – Chairman Edward Goss, Jr.

II. INVOCATION – Reverend Will Doss

III. PLEDGE TO FLAG – Commissioner David Phillips

Motion to amend tonight's agenda to add as the first item under New Business: Consider appointment of a new CSBG Advisory Committee for FY 2010 for one-year terms to expire September 30, 2010 as required by the Georgia Department of Human Resources through Three Rivers Regional Commission (formerly McIntosh Trail RDC) by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. Debbie Campbell, Griffin Branch Manager of Liberty National, desires to address the Board. Ms. Campbell was not present to speak.

2. Antonio Valadez, Senior Partnership Specialist with the U.S. Department of Commerce, Bureau of the Census, desires to make a presentation to the Board regarding updates to the Census programs moving in Spalding County.

Mr. Valadez briefly spoke and requested assistance from the Board of Commissioners for the 2010 Census in their effort to ensure that everyone is counted. To have everyone counted will help toward making sure money is available for different programs based on population. This Census form consisting of ten questions will be the safest, protected by Title XIII for a period of 72 years, and easiest Census ever in an effort to increase the previous return rate of 64%. Data is not shared and this is the only program in existence authorized to count everyone. Work on the 2010 Census began in earnest about 8 to 10 months ago in this area. Undocumented segments of the population are problematic, and there will be questionnaire assistance centers to help those who cannot read, write or see. They will be multilingual and service-oriented. A partnership agreement with the Board of Commissioners encourages formation of a Complete Count Committee with sub-committees extending further for assistance on the campaign. A diligent effort is being made to accurately count everyone, with repeat visits to unattended residences up to 14 times at differing times of the day. The count will include incarcerated, medically housed, or perhaps group or transient living arrangement residents. Public service announcements and other types of media presentation will be utilized, as well, which hopefully will help to dispel any distrust of this government program and help to promote accuracy in counting. The biggest challenge in the process is trust, and the people who need the benefits the greatest are the ones who trust the least. Commissioner Phillips volunteered his services in whatever capacity needed.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Twelve Months ended June 30, 2009.

Motion to approve Financial Statements for the Twelve Months ended June 30, 2009, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

VI. CITIZENS COMMENTS – NO REQUESTS

VII. PUBLIC COMMENT

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times.

Justin Wynne, 84 Collins Street, Williamson, Georgia

Mr. Wynne wanted to petition the Board of Commissioners for a referendum in the County to serve Sunday sales of alcohol. County Rock loses business to a great degree (\$16,000 per month) because they cannot compete with City of Griffin establishments who continue sales until 2:55 a.m. on Sunday. He does not mean to offend anyone, but it is a matter of economics for him at his establishment, Country Rock. They currently stop serving at 11:55 p.m. on Saturday while City clubs continue and neighboring counties continue. This referendum would also help with dining establishments who wish to serve on Sunday in the County. Mr. Wynne stated they have ample security and have experienced no issues in that area so far. He would like to be able to serve until the same time as the City, 2:55 a.m. on Sunday. The estimated loss is \$525 per hour from midnight to 1 a.m. and \$1000 from 1 to 2 a.m. according to statistics.

Joseph Harrell, 408 Dogwood Place, Griffin, Georgia

Sam Stacey, 660 Bieze Street, Griffin, Georgia

Both spoke on the issue of Confederate flags that were displayed at Camp Stephens and removed. Commissioner Freeman felt we should put the flags back. Mr. Wilson recommended erecting regulation flagpoles and replacing flags that were removed, working with Mr. Harrell to obtain the correct two battle flags in question. Mr. Harrell noted that if people don't appreciate one's making a better county, there's not much you can do. If the Historical Society doesn't have an opinion on the matter, he felt no one should worry about putting them back up. He did not consider himself a racist and was not much for historical efforts until he moved to Griffin, but since that time he has repaired over 300 stones at Oak Hill Cemetery. He just recently found General Daniel's stone pushed over that had broken two adjacent slabs. He fixed the stones and left a pile of debris that is still there for over a month now. Mr. Harrell concluded he was tired of the battle.

Kathy Noble, 876 Musgrove Road, Griffin, Georgia

Ms. Noble relayed she was asked to speak by a member of the Airport Advisory Board. She commended commissioners for moving forward on the Airport study at the meeting last Thursday, July 16, and she wanted to personally thank Commissioner Flowers-Taylor for her comments.

VIII. MINUTES

1. Consider approval of Minutes of the following: June 15, 2009 Extraordinary Session; June 17, 2009 Special Called Meeting; June 25, 2009 Special Called Meeting; and June 25, 2009 Zoning Public Hearing.

Motion to approve Minutes: June 15, 2009 Extraordinary Session; June 17, 2009 Special Called Meeting; June 25, 2009 Special Called Meeting; and June 25, 2009 Zoning Public Hearing, by Commissioner Phillips, seconded by Commissioner Freeman, carried 4-0.

IX. CONSENT AGENDA

1. Consider, on second reading, Amendment to the Official Zoning Ordinance of the following: Amendment to UDO #A-09-05: Article 4, General Procedures – Section 423 – amend to allow temporary housing after disaster.

IN RE: *Text Amendment #A-09-05*

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;

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 4, Section 419, et. seq.;

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 text revisions and amendments to be made to the Zoning Ordinance of Spalding County;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is aware of the need for a permit disaster policy in place that provides the County with the flexibility to allow temporary housing during any type of official disaster, including but not limited to fires, storms, tornadic activity, hurricane damage;

WHEREAS, the Board of Commissioners of Spalding County, Georgia desires to mitigate the circumstances surrounding such events for Spalding County citizens whereby a bona fide disaster has rendered a conforming structure uninhabitable;

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia conforms with sound comprehensive planning principles and is 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: The following provision shall be added to the Zoning Ordinance of Spalding County to appear as Article 4, “Temporary housing in case of disaster,” Section 423.

Section 423: Temporary housing in case of disaster.

The Zoning Administrator may authorize the use of a mobile home, trailer or recreational vehicle for use as a temporary dwelling when located on the same lot as a permanent dwelling which has been rendered uninhabitable due to damage caused by fire, storm, tornadic activity, hurricane or other natural disaster, in order to permit the persons who were residing in the damaged dwelling to continue to reside on the lot while the damaged dwelling is repaired or reconstructed. In determining whether to grant such authorization, the Zoning Administrator shall consider the safety of the proposed temporary occupancy, the availability and adequacy of the wastewater disposal system during the temporary occupancy,

and any other potential circumstance that may impact the public health, safety and welfare of the residents and adjoining property owners. The Zoning Administrator shall, as a part of such authorization, specify the terms and conditions of the temporary occupancy and the maximum length of time that the temporary occupancy may continue (which may be extended for good cause shown). Decisions of the Zoning Administrator under this ordinance shall be final and not subject to appeal.

Section 2: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 3: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

- 2. Consider, on second reading, the following: Ordinance #2009-05 to provide for No Thru Trucks on Bailey-Jester Road from Jackson Road to SR 16.

SPALDING COUNTY, GEORGIA
STREET USE ORDINANCE
ORDINANCE NO. 2009-05
AN ORDINANCE
TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR NO THROUGH TRUCKS ON CERTAIN COUNTY ROADS.

BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

Section 1. That the Code of Spalding County, Georgia be amended in Part VI, Chapter 2, Section 6-2004, Item (e), relating to no through trucks on streets, by adding paragraph (57) as follows:

“(57) Bailey-Jester Road, from its intersection with Arthur K. Bolton Parkway (SR16) to its intersection with Jackson Road.”

Section 2. The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia, present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia; and upon the erection of signs as required herein by the public works forces of Spalding County, Georgia.

Section 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

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Motion to approve Consent Agenda, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

X. OLD BUSINESS

XI. NEW BUSINESS

1. Consider appointment of a new CSBG Advisory Committee for FY 2010 for one-year terms to expire September 30, 2010 as required by Georgia Department of Human Resources through Three Rivers Regional Commission (formerly McIntosh Trail RDC).

Motion to reappoint all the following to the CSBG Advisory Committee: Teresa Watson, Jinna Garrison, Syble Jones, Ruth Daniel, Paul Van Haute, Jimmy Hodo, Jackie Williams and Louis Greene, for one-year terms to expire September 30, 2010, by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

2. Consider Memorandum of Understanding with Community Development Partners, Inc. for the public-private partnership proposed for Memorial Drive Plaza.

Kirby Glaze, President of Community Development Partners, Inc, advised his firm specializes in the adaptive reuse of existing properties, such as the Memorial Drive Plaza (old Cook's Shopping Center). He provided an overview of the company but he also has a background in private law practice. He referenced several examples of his firm's redevelopment in other parts of the state, such as Waycross and Thomasville. Some space would be used for public purposes, such as the Senior Center and other county applications, and other medical office space development utilizations, such as Medical Overlook I and II in Henry County. They will develop a plan and identify financing, both public and private. Then the County would have

the option of proceeding or ceasing with negotiations. He urged input from the County and noted they have had conversations with two private operators interested in the wellness/physical therapy unit option being considered. He offered to answer any questions. He envisioned medical office space and perhaps some retail medical supply facility but he envisioned the entire complex would be related in some way to medical applications.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made and entered into as of this twentieth day of July, 2009 (the "Effective Date") by and between SPALDING COUNTY, a body corporate and politic and a political subdivision of the State of Georgia, whose address is 119 East Solomon Street, Griffin, Georgia 30223 (the "COUNTY") and COMMUNITY DEVELOPMENT PARTNERS, INC. (CDP), a Georgia corporation, whose address is 120 N. McDonough Street Jonesboro, GA 30236.

RECITALS

1. The County has determined that it is in the best interest of the community to consider the development of the Spalding County Senior Center as part of a public/private partnership for the redevelopment of the Memorial Drive Plaza currently owned by the COUNTY, (the "SITE") or as an alternative as part of a public redevelopment of such property.
2. Prior to such decision, CDP had proposed to the COUNTY that CDP be afforded the opportunity to present to the COUNTY a proposed plan for the redevelopment of the SITE as a public/private partnership (the "CDP Proposal").
3. COUNTY by motion of its Commission, approved by the Commission on the effective date noted above, authorized the COUNTY Manager to negotiate the terms and conditions for the redevelopment of the SITE by CDP.
4. COUNTY and CDP desire to enter into this Agreement in order to evidence and confirm various understandings between them with respect to certain rights and obligations with respect to the negotiation process.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, COUNTY and CDP agree as follows:

Recitals. The recitals set forth above are true and correct, and incorporated into this Agreement as if fully set forth herein.

General Intent. The purpose of this Agreement is to set forth the understanding of the parties with respect to certain rights and obligations in connection with the negotiation of the terms and conditions for the redevelopment of the SITE(the "Project") by CDP. The parties hereby recognize that one of the objectives of the redevelopment of the SITE is to ensure that the facilities not only meet requirements of both COUNTY and CDP, but also that they are designed to optimize the long-term success of the Project. This Agreement represents the mutual intent of the parties to negotiate in good faith to approve a redevelopment Plan (as defined in Section 4 below) and complete and execute the necessary agreements for the redevelopment of the Project all within the Term (as defined in Section 6 below).

Selection of CDP as Developer. COUNTY acknowledges and agrees that (a) CDP is qualified to provide such services and to accomplish the Project, COUNTY will negotiate exclusively with CDP the terms of a redevelopment plan (the "Development Plan") to be implemented by CDP as the developer of the Project, and (b) the COUNTY Manager has been authorized to negotiate the terms and conditions of a redevelopment Plan and any associated agreements, Development Agreements, conveyance documents and related agreements for the redevelopment of the Project by CDP provided, however, that all such documents and agreements shall be subject to approval by Commission, as required by applicable law. In

consideration of the performance by CDP of its obligations hereunder, COUNTY agrees not to, formally or informally, solicit proposals or respond to unsolicited proposals or inquiries from any other party or enter into any other commitments, written or oral, with any other party in connection with or related to the Project during the Term of this Agreement.

4. Development Plan. CDP will prepare a redevelopment Plan for the Project including a conceptual design for the facility, including site plans and elevations. CDP shall also provide, as part of the redevelopment Plan, a preliminary redevelopment budget, financing package and pro forma including, a business and operating plan for the facility, all of which shall be prepared in accordance with generally accepted industry standards for facilities of the proposed size and nature contemplated by CDP. CDP shall submit the redevelopment Plan to the COUNTY for their approval. The response of COUNTY shall not be unreasonably delayed provided, however, that COUNTY, may either request changes in the redevelopment Plan or may disapprove and reject the redevelopment Plan in their sole and absolute discretion. COUNTY shall provide to CDP their written approval or disapproval or request for changes (specifying the basis for disapproval or changes) and/or comments to the redevelopment Plan. If COUNTY disapproves or provides comments or requests changes to the redevelopment Plan, then the parties shall continue to negotiate in good faith to attempt to reach agreement on a redevelopment Plan that fulfills the requirements of COUNTY on the one hand and CDP on the other. If the parties cannot agree upon a redevelopment Plan then either COUNTY or CDP may, upon written notice to the other, terminate this Agreement, in which event the parties the parties shall have no further liability to one another under this Agreement.

5. Development Agreement Negotiation. Upon approval of the redevelopment Plan by COUNTY, COUNTY and CDP will enter into good faith negotiations for the redevelopment of the SITE as well as such other agreements as are necessary to complete the Project consistent with the approved redevelopment Plan and all applicable laws including COUNTY's Land Development Code. Once the specific terms of the redevelopment Agreement are determined, COUNTY agrees to initiate and continue to completion any disposition process(es) as may be required by applicable laws including any disposition of the property from COUNTY to an appropriate economic development entity, if contemplated by the redevelopment Plan. As part of the redevelopment Agreement negotiations, the parties agree to determine a legally permissible structuring of the transaction as a joint venture whereby COUNTY, an appropriate economic development entity or a single asset entity created for such purpose which allows COUNTY, or an appropriate economic development entity, to share in the equity ownership of the private portion of the Project on the basis of such contributed costs and shared risks as negotiated by the parties. If such structure is legally permissible, the parties agree to proceed with negotiations based upon such Project structure as the preferred transaction structure.

6. Term of Agreement. The term of this Agreement will commence upon the Effective Date and, unless terminated sooner pursuant to the provisions hereof, end on the date which is ninety (90) days after the Effective Date (the "Term"); provided, however, if at such time the parties are still negotiating in good faith pursuant to Section 5 above, this Agreement shall not terminate and the Term shall continue until either (a) such negotiations are terminated (as evidenced by written notice from one party to the other that such party considers the negotiations terminated) or (b) the parties enter into a redevelopment Agreement or other agreement for the redevelopment of the Project. It is hereby reiterated, for sake of clarity, that upon termination of this Agreement for any reason the parties shall have no further liability to one another under this Agreement each party to bear its own costs and expenses.

7. Due Diligence. During the Term, CDP or its authorized agents, personnel, employees, or independent contractors shall be entitled to enter upon the site of the SITE and the surrounding properties on which the Project is to be developed (the "Project Site") for the purpose of making all inspections and investigations which

CDP may deem necessary, including but not limited to environmental assessments, soil borings, engineering, environmental, and zoning studies and availability of utilities and insurance. CDP shall, upon conclusion of such activities, repair any damage to the SITE or to the Project Site caused thereby and return the property to the condition in which it existed prior to commencement of such activities. CDP shall hold COUNTY harmless from any claims of property and/or personal injury as a result of the exercise of due diligence. CDP shall provide a certificate of liability insurance conforming to COUNTY requirements naming Spalding County as the insured.

8. Assignment. CDP, upon written notice to COUNTY and with COUNTY consent, may assign this Agreement and all of its rights and obligations hereunder to an entity in which CDP has a controlling interest and which is under the same management as CDP or under control of CDP's management, it being understood and agreed that CDP may create a separate entity for redevelopment purposes; provided however, that any such assignee shall assume in writing all liabilities and obligations of CDP hereunder.

9. Notices. Notices hereunder shall be in writing and either hand delivered or sent by recognized overnight courier or certified mail, return receipt requested to the parties at the following addresses:

If to CDP or its assignee:
Community Development Partners, Inc.
120 N. McDonough Street
Jonesboro, GA 30236
Attn: Kirby A. Glaze

With a copy to (which shall not constitute notice):

_____.

If to COUNTY:
SPALDING COUNTY
119 East Solomon Street, Griffin, GA 30223
P.O. Box 1087, Griffin, GA 30224

With a copy to (which shall not constitute notice):

Spalding County
Office of the Manager
P.O. Box 1087
Griffin, GA 30224

Notices may also be sent by facsimile or electronic means (e.g., email) provided such is followed up with a hard copy sent in the manner set forth above. Notice will be effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement will continue in effect for all purposes.

10. Miscellaneous.

10.1 Headings. The section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

10.2 Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Exclusive venue for litigation concerning this Agreement shall be in Spalding County, Georgia.

10.3 Severance. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final

judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision, which is agreed to by both parties.

10.4 Independent Contractor/Relationship of Parties. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

10.5 Third Party Beneficiaries. Neither COUNTY nor CDP intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.6 Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

10.7 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement executed by COUNTY and CDP.

10.8 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Nothing in this section shall be construed to permit assignment contrary to the express provisions of this Agreement.

10.10 Police/Regulatory Powers. COUNTY cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights as they may relate to regulations of general applicability which may govern the subject matter of this Agreement. Nothing in this Agreement shall create or be deemed to create an affirmative duty of COUNTY to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, and state laws and regulations. In addition, nothing herein shall be considered the approval or issuance of a redevelopment order or zoning by contract, or both.

10.11 Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the

other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

10.12 Authority to Execute. COUNTY and CDP each warrant and represent to the other that the individuals signing this Agreement on behalf of COUNTY and CDP, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

10.13 Remedies Cumulative. No power or remedy of either party provided in this Agreement is intended to be exclusive of any other right, power, or remedy except as may be otherwise expressly set forth herein; each right, power and remedy is cumulative, concurrent and in addition to any other right, power or remedy of either party now or hereafter existing at law or in equity. Either party may pursue its rights, powers and remedies separately, successively or together against the other party. Failure by either party to exercise any right, power or remedy will not be construed as a waiver or redevelopment Agreement of such right, power or remedy.

10.14 Press Release and Public Announcements. Neither party shall issue any press releases or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing party shall use its reasonable best efforts to advise the other party prior to making the disclosure).

[Signatures are on the following page]

IN WITNESS WHEREOF, this Memorandum of Understanding is agreed to as of the date first above written by the undersigned parties.

Motion to approve Memorandum of Understanding with Community Development Partners, Inc. for the public-private partnership proposed for Memorial Drive Plaza, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

3. Consider Memorandum of Understanding with Lamar County for Mutual Aid and Automatic Aid with regard to fire suppression, protection, prevention, rescue and emergency medical assistance.

AGREEMENT OF MUTUAL AID AND AUTOMATIC AID
SPALDING COUNTY / LAMAR COUNTY

THIS AGREEMENT is made and entered into this twentieth day of July 2009, by and between Spalding County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners (herein after referred to as "Spalding"), and Lamar County, Georgia, organized and existing under the laws of the State of Georgia acting by and through its duly elected county officials (herein after referred to as "Lamar");

WITNESSETH:

WHEREAS, Spalding and Lamar are contiguous; and

WHEREAS, Spalding and Lamar each maintain and staff a fire department for the purpose of suppression, protection, prevention, rescue and emergency medical assistance; and

WHEREAS, Spalding and Lamar have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other party in the event of a fire or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for mutual aid and automatic aid (first responder) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated 36-69 "Georgia Mutual Aid Act"

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 – AUTOMATIC AID RESPONSE

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Spalding County Fire Chief and the Lamar County Fire Chief and attached and incorporated hereto as *Addendum A* hereinafter referred to as “response district”. This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

Paragraph 1.1 In the event of any fire rescue, disturbance, or other fire related local emergency occurring in the response district, Spalding and Lamar shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2 The level of automatic aid shall be extended to a level agreed upon by the Spalding County Fire Chief and the Lamar County Fire Chief and included herein as *Addendum B*.

ARTICLE 2- MUTUAL AID

Paragraph 2.0 The level of mutual aid shall be extended to a level agreed upon by the Spalding County Fire Chief and the Lamar County Fire Chief or their designee and included herein as *Addendum B*. Upon approval of the Fire Chief or their designee, the party furnishing aid shall determine the actual amount of equipment and staff it will request or extend in each instance of emergency based on the available personnel and equipment and of local conditions at the time of emergency.

Paragraph 2.1 It is expressly agreed that the aid actually furnished may be recalled at the discretion of the Fire Chief or Commissioner/Director of Public Safety or their designee of the furnishing jurisdiction.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chief for each party.

ARTICLE 3 – SUPERVISION

Paragraph 3.0 The furnishing jurisdiction shall dispatch a Chief Officer. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the IC (Incident Commander) of the jurisdiction having authority.

Paragraph 3.1 When furnishing jurisdiction is receiving aid, then that officer shall Coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 3.2 Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3 All general directions relative to the work will be given the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

ARTICLE 4 – LIABILITY

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 4.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5 – CONSIDERATION

Paragraph 5.0 No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 5.1 It is expressly agreed that the mutual advantage and protection Afforded by this Agreement is adequate consideration to both parties.

Paragraph 5.2 Each part pursuant to this Agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3 Each party shall pay the salaries, benefits, and all other compensation for its own personnel without cost to the other party.

Paragraph 5.4 The receiving jurisdiction will be responsible for providing Gasoline, diesel fuel, oil and other materials as needed for use of equipment at scene of Emergency or, in the alternative, may submit receipts for such materials after the emergency for reimbursement, when possible.

ARTICLE 6 – RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs or demands for damage to its property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus by the other party during the provision of service pursuant to this Agreement.

ARTICLE 7 – INJURIES TO PERSONNEL

Paragraph 7.0 Any damage or other compensation which is required to be paid to any fire employee by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE 8 – NO THIRD PARTY BENEFICIARIES

Paragraph 8.0 This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party to parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 9 – TERM OF AGREEMENT

Paragraph 9.0 This Agreement shall commence upon its approval by the respective governing bodies of Spalding and Lamar and shall continue until December 31, 2009. This Agreement shall stand automatically renewed by the parties on January 1, 2010 and each year thereafter on January 1st, until such time as written notice of termination or modification is received by either party at least ninety (90) days prior to the expiration of the first term or any term thereafter.

Paragraph 9.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE 10 – DISPATCHING OF ALARM – AUTOMATIC AID

Paragraph 10.0 The dispatcher of the party having control over the emergency scene will dispatch his or her departments' pre-assigned apparatus first.

Paragraph 10.1 The dispatcher will then contact the fire department providing automatic aid apparatus to the alarm and advise them of the request.

Paragraph 10.2 When dispatching apparatus to a location involving automatic aid, each party's dispatcher will announce that automatic aid is responding. This will enable the Incident Commander to know precisely what equipment is expected to arrive on the scene.

ARTICLE 11 – FIRE SCENE COMMUNICATIONS

Paragraph 11.0 The Incident Commander of the jurisdiction having control shall provide specific instructions to the automatic or mutual aid officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1 Whenever possible, the Incident Commander in charge of the emergency scene should provide the automatic or mutual aid officer with a portable radio for use during the emergency.

Paragraph 11.2 Upon arriving on scene, the automatic or mutual aid officer shall keep his or her department informed of the state of the operation. If it appears the automatic or mutual aid equipment will be needed at the emergency scene for an extended period of time, the automatic or mutual aid officer should so advise his or her dispatcher.

ARTICLE 12 – MOVE UP EQUIPMENT – MUTUAL AID

Paragraph 12.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of its own department.

Paragraph 12.1 In the event that a jurisdiction had dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdiction may request aid to cover vacant areas by “moving up” mutual aid units into the affected jurisdiction.

ARTICLE 13 – ADMINISTRATION

Paragraph 13.0 It is agreed by each of the parties that for purposes of liaison and administration, the Spalding County Fire Chief and the Lamar County Fire Chief shall be jointly responsible.

ARTICLE 14 – ENTIRE AGREEMENT

Paragraph 14.0 This Agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent a signed written agreement.

Paragraph 14.1 This Agreement shall be the sole instrument for the provision of emergency fire service mutual aid and automatic aid between the parties.

ARTICLE 15 –TERMINATION

Paragraph 15.0 Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 16 – SEVERABILITY OF TERMS

Paragraph 16.0 In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 17 – GOVERNING LAW

Paragraph 17.0 This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

Motion to approve Memorandum of Understanding with Lamar County for Mutual Aid and Automatic Aid with regard to fire suppression, protection, prevention, rescue and emergency medical assistance, by Commissioner Phillips , seconded by Commissioner Freeman, carried by a vote of 4-0.

4. Consider Memorandum of Understanding between County and Spalding County Collaborative for Families and Children, Inc. for matching funds commitment for Strengthening Communities Fund grant application.

STRENGTHENING COMMUNITIES FUND NONPROFIT CAPACITY BUILDING
PROGRAM - *MOU BETWEEN:*
SPALDING COUNTY COLLABORATIVE FOR FAMILIES AND CHILDREN, INC.
And SPALDING COUNTY

AGREEMENT

This AGREEMENT made as of July 14, 2009 (the "Effective Date"), between SPALDING COUNTY COLLABORATIVE AUTHORITY FOR FAMILIES AND CHILDREN, INC., having its principle place of business at 881 MEMORIAL DRIVE, GRIFFIN, GA 30223 (hereinafter referred to as "AUTHORITY") and SPALDING COUNTY hereinafter referred to as "COUNTY").

Purpose:

This document is a Formal Agreement for Matching Funds. The AUTHORITY believes that the services provided through the COUNTY under the direction of the Commission Members and County Manager and staff will assist them to meet their deliverables on the Strengthening Communities Fund – Nonprofit Capacity Building Program grant. This document is for the purpose of matching funds for the Strengthening Communities Fund – Nonprofit Capacity Building Program grant for the AUTHORITY.

The following represents the basis of this agreement:

- The AUTHORITY has applied for funding through the Strengthening Communities Fund – Nonprofit Capacity Building Program Grant for the purpose of providing training, technical assistance and financial assistance to nonprofits that help low-income individuals gain employment, achieve higher wages and better-quality jobs and/or provide access to State and Federal benefits and tax credits for low and moderate-income individuals.

The COUNTY agrees to provide the following match (provided the grant is funded):

- To participate collaboratively in this project by providing cash funds in the amount of \$10,000 over the 24-month period of the grant, which is 4% of the required match.

The AUTHORITY agrees to the following:

- To list the contributing organizations as contributing partners in all media and community outreach about this project.

We look forward to this opportunity to assist you and the collaborative in building the capacity of grassroots groups in Griffin and Spalding County. We look forward to all that such a program can accomplish and being a part of the program with you.

Motion to approve Memorandum of Understanding between County and Spalding County Collaborative for Families and Children, Inc. for matching funds commitment for Strengthening Communities Fund grant application, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

5. Consider amendment to Agreement with Henry County for Inmate Work Detail in Stormwater Management.

AMENDMENT TO AGREEMENT BETWEEN
SPALDING COUNTY, GEORGIA AND HENRY COUNTY, GEORGIA
FOR USE OF INMATE WORK DETAILS

THIS AMENDMENT TO THE EXISTING INMATE WORK DETAIL AGREEMENT is entered into this 20th day of July 2009, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as "Spalding County"), and HENRY COUNTY, through its Stormwater Management Department, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as "Agency"),

WITNESSETH:

WHEREAS, the Agency wishes to more efficiently utilize inmate work details ("Details") for services on stormwater management and stormwater maintenance projects of Henry County, Georgia.

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows to an amendment to the existing Agreement for an Inmate Work Detail between Spalding County and Henry County (Stormwater Management Department):

I. OBLIGATION OF SPALDING COUNTY

a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with one (1) Detail, consisting of two (2) full-time Correctional Officers and not more than twelve (12) inmates.

b. In performing the work called for under this agreement, the Detail shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI". The Detail may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.

c. Spalding County shall be solely responsible for the custody, discipline and productivity of the Detail, and for providing clothing and health care to the Detail.

d. Spalding County shall be responsible for transporting the Detail between SCCI and designated work sites.

II. RESPONSIBILITIES OF THE AGENCY.

a. The Agency shall furnish all equipment, tools, safety equipment, and a transportation vehicle for the Detail between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The agency shall provide, at its sole cost, automobile insurance for the transportation vehicle supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio for the exclusive use of the Correction Officers, capable of communicating with law enforcement agencies and emergency medical personnel.

b. The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail. The sole responsibility for directing, controlling and supervising said Detail shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officers for the Detail in question; who shall then direct the work of the Detail accordingly.

c. In consideration of the work to be performed by the Detail under this Agreement, the Agency shall pay to Spalding County the following:

i. An amount equal to the salary, including fringe benefits, of two (2) Correctional Officers. Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officers in question and the salary, including fringe benefits. Invoices will be mailed to:

Henry County, Georgia
Stormwater Management Department
140 Henry Parkway
McDonough, GA 30253

d. The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

III. TERM; RENEWAL; TERMINATION.

a. This Agreement shall be for a term beginning the 1st day of August 2009, and ending the 31st day of December 2009, unless earlier terminated in accordance with Section 3 and replaces the previous agreement dated the 18th day of December 2006 which stipulated one (1) Correctional Officer for the aforesaid work detail rather than the current modification of two (2) Correctional Officers for same.

b. This Agreement shall automatically renew for additional terms of one (1) year after scheduled termination date unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.

c. Either party may terminate this Agreement upon ten (10) days, written notice (given pursuant to Section 4.a herein) for default of the other party.

d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

IV. MISCELLANEOUS.

a. All notices, demands, and request which may or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If intended for Spalding County:
Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:
Spalding County Correctional Institution
Warden Jimmy Sikes
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:
Henry County, Georgia
Stormwater Management Department
140 Henry Parkway
McDonough, Georgia 30253

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.

c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a wavier of either party's right to demand exact compliance with the terms hereof This Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

Exhibit "A"

In consideration of the work to be performed by the Detail under this Agreement, the charge from Spalding County to the Agency shall be estimated as follows (subject to change when actual officer's pay/benefits is assigned to detail):

An amount equal to the salary, including fringe benefits, of two (2) Correctional Officers per quarter

\$ 10,800.00
x 2
\$21,600.00

Spalding County will provide the Agency with a quarterly invoice showing the actual rate schedule of said salaries and fringe benefits as officers are assigned, which shall name the Correctional Officers in question and the salary, including fringe benefits.

Motion/second to approve amendment to Agreement with Henry County for Inmate Work Detail in Stormwater Management, by Commissioners Phillips and Freeman, carried 4-0.

6. Consider authorizing Chairman to execute the Subgrant Agreement with ARC for the Tri-County Crossroads Supplemental Study Livable Centers Initiative (LCI) contract, not to exceed \$17,500 with a \$17,500 match from Spalding County.

Motion to authorize Chairman to execute the Subgrant Agreement with ARC for the Tri-County Crossroads Supplemental Study Livable Centers Initiative (LCI) contract, not to exceed \$17,500 with a \$17,500 match from Spalding County, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0. (Agreement on file.)

7. Consider contract with WMVV Radio Station for tower construction at Blalock Fire Station.

STATE OF GEORGIA
COUNTY OF SPALDING

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is hereby made this twentieth day of July 2009, by and between the Board of Commissioners of Spalding County, the governing authority of Spalding County, Georgia, hereinafter referred to as "Spalding County", and Life Radio Ministries, Inc., a Georgia non-profit corporation hereinafter referred to as "Life Radio", as follows:

WITNESSETH:

WHEREAS, Spalding County owns certain property known locally as the Blalock Fire Station property and described as Parcel No. 278 01009A according to the tax records of Spalding County, Georgia, hereinafter referred to as the "Property". The Property is located at 5756 Newnan Road, Griffin, Georgia 30223, and contains approximately 7.963 acres;

WHEREAS, Life Radio is seeking a location for the construction of an approximate three hundred fifty foot (350') telecommunications tower, hereinafter referred to as the "Tower"; and

WHEREAS, Spalding County and Life Radio have expressed interest in the exchange of a lease to Life Radio of a portion of the Property for the purpose of it constructing, maintaining and operation the Tower and a license to Spalding County for the use of a portion of the space on the Tower for certain telecommunication needs within the county government operations.

NOW THEREFORE, the parties, for and in consideration of the mutual promises, covenants, conditions and terms as provided for herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Commencement Date. Upon the execution of this Lease, the terms and conditions expressed herein shall govern the relationship of the parties. Within thirty (30) days from the execution of this Lease, Spalding County, at its sole expense, shall conduct a survey of the Leased Premises and the Easement, and provide Life Radio with a copy of same. The date Life Radio receives a copy of the survey shall constitute the commencement date of the Lease ("Commencement Date").

2. Leased Premises. For good and valuable consideration and the mutual promises herein set forth, Spalding County hereby agrees to lease to Life Radio, and Life Radio hereby agrees to lease from Spalding County, (i) a certain portion of the Property, located at 5756 Newnan Road, Griffin, Georgia 30223 and more particularly described as Exhibit "A" and survey or site plan shown as Exhibit "A-1", both of which are attached hereto and made a part of this Lease, hereinafter referred to as the "Leased Premises" and (ii) together with an easement, or easements, for ingress, egress and utilities for the duration of the Lease, more particularly described in Exhibit "B", which is attached hereto and made a part of this Lease and hereinafter referred to as the "Easement".

3. Use.
 - (a) The Leased Premises may be used by Life Radio for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and

maintenance of a Tower, antennas, buildings, and related facilities and activities. Spalding County agrees to cooperate reasonably with Life Radio in obtaining, at Life Radio's sole expense, all licenses and permits required for Life Radio's use of the Leased Premises (the "Governmental Approval"). Life Radio may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease; however, any such work shall be performed in accordance with any and all applicable federal, state and local government laws, statutes, rules, regulations and ordinances. Life Radio shall be solely responsible for the maintenance and repair of the Tower, antennas, buildings, shelters, related facilities, fixtures and other improvements located on the Leased Premises, except for Spalding County's Equipment, as hereinafter defined.

(b) There shall be reserved for Spalding County's use a space in a building for the storage and operation of various telecommunications and related equipment ("Spalding County's Equipment") serving the antenna(s) described in Exhibit "C", attached hereto and made a part of this Lease. This space shall be an area of at least _____ by _____ by _____ (length x width x height). In addition, Spalding County shall be allowed necessary and reasonable easements across the Leased Premises in order to run and utilize any buried cables or underground utilities necessary to service such Spalding County's Equipment and to connect Spalding County's Equipment to its antennas located on the Tower (so long as any new cables or utilities do not interfere with Life Radio's or its licensees' operations), as well as ingress and egress for the maintenance and operation of such equipment and utilities. These reservation and easement rights shall apply to Spalding County, its assigns, agents, employees, contractors and customers (although any and all contractors and customers must be supervised by Spalding County) and shall be binding upon Life Radio, its successors, and assigns. No license fee shall be assessed for the use of the rights as expressed in this paragraph 3(b); however, this "license fee free" arrangement shall cease upon the sale by Spalding County of the Property or the Lease Premises.

(c) Due to the inherent danger associated with any work to be performed on the Tower, Spalding County hereby agrees to the following conditions regarding access to the Tower:

(1) Prior to any employee or contractor accessing or climbing the Tower, Spalding County shall notify and provide Life Radio a reasonably sufficient opportunity to monitor such activity.

(2) Only an employee or contractor specially certified or trained in climbing telecommunication towers shall be allowed on the Tower unless otherwise approved by Life Radio. Evidence of such certification or training must be submitted to Life Radio with the notice described in sub-paragraph (1).

(3) Any individual who will climb the Tower must be adequately bonded and insured against property damage, personal injury and death. Evidence of bonding and insurance must be submitted to Life Radio prior to climbing the Tower.

4. Initial Term. The term of this Lease shall be twenty (20) years commencing on the Commencement Date, as that term is defined in Section 1 of this Lease, and terminating on the twentieth (20th) anniversary of the Commencement Date ("Initial Term").

5. Renewal Terms. Life Radio shall have the right to extend this Lease for four (4) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Life Radio notifies Spalding County of Life Radio's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

6. Rent. The parties hereby agree that the reservation of space on the Tower and the provision of easements rights by Life Radio to Spalding County, as described in Section 3(b) of this Lease, shall constitute adequate and sufficient consideration for the lease and use by Life Radio of the Leased Premises and easements, as described in Sections 2 and 3(a) of this Lease, and therefore, no rent, fee or other charge shall be assessed or required of Life Radio by Spalding County.

7. Spalding County's Representations. Spalding County represents that to the best of Spalding County's knowledge and belief, Life Radio's intended use of the Leased Premises as a site for

the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations as in force on the Commencement Date. Spalding County further represents there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will interfere with or constructively prohibit Life Radio's Intended Use of the Leased Premises. Spalding County further represents that the execution of this Lease by Spalding County will not cause a breach or an event of default of any other agreement to which Spalding County is a party nor is there any pending or threatened administrative action or proceeding under state or federal law, suits, claims or causes of action against Spalding County which may otherwise affect the Leased Premises.

8. Life Radio's Representations. Life Radio represents that prior to construction of the Tower, it will have had an adequate opportunity to (i) enter upon the Leased Premises and the Easement to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and any other investigation regarding the fitness of the Leased Premises and the Easement for the Intended Use, (ii) perform or have performed a search and review of the title records in Spalding County, Georgia regarding the Leased Premises and the Easement, (iii) obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice, and (iv) conduct a full investigation into the applicable federal, state and local laws, rules, regulations and ordinances concerning Life Radio's Intended Use of the Leased Premises, including, without limitation, those of the Federal Aviation Administration and local zoning and land use development governing authorities. Life Radio further represents that upon such investigations, studies, and research, it is satisfied that its Intended Use of the Leased Premises and the Easement will conform with applicable legal requirements. Life Radio further represents that the execution of this Lease by Life Radio will not cause a breach or an event of default of any other agreement to which Life Radio is a party nor is there any pending or threatened administrative action or proceeding under state or federal law, suits, claims or causes of action against Life Radio or which may otherwise affect the Leased Premises.

9. Conditions Subsequent. In the event Life Radio's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Life Radio and there is no default by Life Radio, then Life Radio shall have the right to terminate this Lease.

10. Interference. Spalding County shall not use, nor shall Spalding County permit its lessees, tenants, licensees, employees, contractors, invitees or agents to use, any portion of the Property or any adjacent real property owned by Spalding County in any way which interferes with the wireless communications operation of Life Radio and its licensees. Such interference shall be deemed a material breach of this Lease by Spalding County, and Spalding County shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Spalding County acknowledges that continuing interference will cause irreparable injury to Life Radio, and Life Radio shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference, terminate the license as described in Section 3(b) of this Lease, and/or terminate this Lease immediately upon notice to Spalding County.

11. Improvements; Utilities; Access.

(a) Life Radio shall have the right, at Life Radio's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). Throughout the term and upon termination of this Lease, the Tower Facilities shall remain the exclusive property of Life Radio. The Tower Facilities do not include any of Spalding County's Equipment as described in Section 3(b) of this Lease, which shall be and remain the exclusive property of Spalding County. Upon Spalding County's prior approval, which shall not be unreasonably withheld, Life Radio shall have the right to clear trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut tree limbs which may interfere with or fall upon the Tower or Life Radio's other improvements, communications equipment or Easement rights. Spalding County acknowledges that Life Radio plans to construct a Tower on the Leased Premises which may necessitate placement of guy wires and guy wire anchors on and over the Property, and Spalding County grants Life Radio an easement over the Property during the Initial Term and any Renewal Term of this Lease for the location, installation and maintenance of any necessary guy wires and guy wire anchors.

(b) Upon the termination of this Lease, Life Radio shall remove all Tower Facilities, including any and all guy wires, and restore the grounds of the Leased Premises to a grassed state sufficient to prevent soil erosion and runoff. The removal shall take place in an orderly and timely manner, but in any event shall be completed within one hundred eighty (180) days of the Termination Date.

(c) Life Radio shall be responsible for furnishing and paying for all electricity and other utilities required by Life Radio for its operation on the Leased Premises provided, however, that Spalding County shall be responsible for paying all electricity and other utilities required by Spalding County for operation of Spalding County's Equipment. Spalding County, at its sole expense, shall pay for the costs of providing and installing a separate electricity meter for its use. Life Radio shall have the right to install utilities, at Life Radio's expense, and to improve present utilities on the Leased Premises, including but not limited to the installation of emergency power generators. Any and all power generators installed, located and/or used on the Leased Premises by Life Radio, its agents, invitees or licensees shall operate only on propane or natural gas. Under no circumstances shall power generators which operate on gasoline, kerosene, diesel or other liquid petroleum fuels be allowed on the Leased Premises. Life Radio shall have the right to permanently place underground utilities to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Life Radio or of the equipment of Life Radio's licensee(s) cannot be located within the Easement for ingress and egress, Spalding County agrees to cooperate with Life Radio and to act reasonably in allowing the location of utilities under other areas of the Property without additional compensation. Spalding County shall, upon Life Radio's request, execute a separate written easement to Life Radio or to the utility company providing the service, in a form which may be filed of record evidencing this right. In any event, upon installing or improving utilities along the Easement or any other area of the Property, Life Radio shall restore the Easement or such area to its state just prior to such installation or improvement.

(d) It is the desire of the parties that Life Radio shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate under current operating conditions to service the Leased Premises and the Tower Facilities. If the present public road, Newnan Road also known as Georgia State Highway 16, ceases to exist in the future or is otherwise not available to Life Radio as a means of ingress, egress and access, Spalding County will grant an appropriate nonexclusive easement to Life Radio, in a location reasonably satisfactory to Life Radio, so that Life Radio may, at its own expense, construct a suitable private access drive from a public right-of-way to the Leased Premises and the Tower Facilities. To the degree access is across other property owned by Spalding County, Spalding County shall execute an easement evidencing this right and Spalding County shall maintain access to the Easement in a free and open condition so that no interference is caused by Spalding County, by other lessees, tenants, licensees, employees, contractors, invitees or agents of Spalding County which may utilize the Easement. Spalding County shall provide such access to the Leased Premises across Spalding County's adjacent property, and over all paved or unpaved roads owned or controlled by Spalding County, to allow Life Radio, its employees, contractors, and licensees to construct, use, maintain and repair the improvements located or to be located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

12. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences reasonable and diligent efforts to cure the default within such period and proceeds in a timely manner and in good faith, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Life Radio to Spalding County, if Life Radio is unable to obtain or maintain through no fault of Life Radio, any license, permit or other Governmental Approval necessary for the operation of the Tower Facilities or of Life Radio's business; or

(c) By Life Radio for any reason upon one (1) year's advance written notice from Life Radio to Spalding County.

13. Licensee's Improvements. Life Radio's licensee(s) and Life Radio shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and Life Radio, together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee were the lessee under this Lease. However, any such action taken by Life Radio's licensees shall be in strict conformance with the terms and conditions of this Lease and Life Radio shall be responsible for supervising any such actions and assuring such compliance. Life Radio shall be liable for any default, damage or injury caused by the actions of its licensees as if such actions were taken or caused by Life Radio.

14. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged so as to prevent the effective use of the Tower Facilities, Life Radio may elect to terminate this Lease as of the date of the damage or destruction by so notifying Spalding County. In such event, all rights and obligations of Life Radio to Spalding County shall cease as of the date of the damage or destruction. However, Life Radio shall be responsible for the removal from the Leased Premises of all the Tower Facilities, unless otherwise agreed by Spalding County.

15. Radio Frequency Liability; Life Radio's Indemnity. During the term of this Lease, Life Radio shall be solely liable for any personal or property injury or damage due, directly or indirectly, to the emission of radio frequencies in the transmission and receipt of wireless communication signals by Life Radio, its agents and employees, invitees or licensees. Notwithstanding the foregoing, Spalding County shall be solely responsible for any personal or property injury or damage due, directly or indirectly, to the emission of radio frequencies in the transmission and receipt of wireless communication signals by Spalding County's Equipment.

16. Life Radio's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous or toxic substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Life Radio shall cause the presence, use and/or storage of any Hazardous Material, on or under the Leased Premises by Life Radio, its agents, employees, invitees, contractors or licensees to be in compliance with all applicable laws, rules, regulations and orders. Under no circumstances shall Life Radio dispose of any Hazardous Material on or under the Leased Premises. Life Radio shall not install or allow the installation of any underground storage tanks on the Leased Premises.

17. Spalding County's Environmental Representation. Spalding County represents and warrants that to the best of Spalding County's knowledge and belief no Hazardous Materials have been generated, stored, disposed of or were present on or under the Leased Premises prior to the Commencement Date. The foregoing representation shall survive any termination of this Lease.

18. Title and Quiet Enjoyment. Spalding County warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement; and (iii) the Leased Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval. Spalding County covenants that Life Radio shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Except as otherwise specifically provided herein, Spalding County shall not use, nor shall Spalding County permit its lessees, licensees, invitees, or agents to use any portion of any adjacent property owned or controlled by Spalding County in any way which interferes with the operations of Life Radio. Such interference shall be deemed a material breach by Spalding County, and Life Radio shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

19. Assignments and Subleases. Life Radio may, upon notice to Spalding County, mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Spalding County, at Life Radio's sole expense, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Spalding County agrees to notify Life Radio and Life Radio's Secured Parties simultaneously of any default by Life Radio, and to give Secured Parties the same right to cure any default as Life Radio except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. Life Radio shall not have the right, without Spalding County's prior written consent, to sublease or assign its rights under this Lease. Spalding County shall not withhold its consent to assignment and/or sublease, provided that such assignee or subtenant is (a) a financially responsible entity capable of fulfilling the terms and conditions of Life Radio under this Lease and (b) a company that is in the business of owning and operating telecommunications towers. Any sublease or assignment shall be subject to all terms and conditions of this Lease and the sub-lessee or assignee shall assume all such terms and conditions. Spalding County acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease. All provisions of this Lease relating to the removal of Tower Facilities and the use of the Easement shall apply equally to the Secured Parties.

20. Successors and Assigns. This Lease shall run with the Leased Premises described in Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Liens. Life Radio shall not permit any mechanic's, materialman's, judgment, tax or other liens to stand against the Leased Premises, the Tower, or any equipment or improvement located on the Leased Premises or the Tower where such liens result from the construction, maintenance, operation, use or occupancy of the Leased Premises or any part thereof by Life Radio, its employees, agents, invitees, contractors or licensees.

22. Removal of Personal Property. On or before the Termination Date, Life Radio may, if no event of default has occurred and is subsisting, remove the Tower and all other personal property and improvements which Life Radio has installed or which are otherwise located on the Leased Premises. Upon the termination of this Lease, Life Radio shall, within a reasonable period, remove the Tower and all other personal property and improvements which Life Radio has constructed or installed or which are otherwise located on the Leased Premises.

23. Certifications. Life Radio may request, in writing, that Spalding County certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within thirty (30) days after receipt of written request and may be relied upon by Life Radio, and the contents of the certificate shall be binding upon Spalding County. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of Spalding County; (v) the commencement and expiration dates of the term; and (vi) any other matter as may reasonably be requested.

24. Short Form. At the request of either party, Spalding County and Life Radio shall promptly execute duplicate originals in recordable form of an instrument substantially in the form of Exhibit "D" hereto. The form shall set forth a description of the Leased Premises, the Easement, the name and addresses of Spalding County and Life Radio, the duration of the Initial Term and the Renewal Term of this Lease, and any other provision that either party may request, except for the rental provisions.

25. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by a nationally recognized courier, or certified mailed, return receipt requested, to the following address:

If to Spalding County:
Spalding County Government
ATTN: Mr. Paul M. Van Haute
119 E. Solomon Street
Griffin, Georgia 30223

If to Life Radio:
Life Radio Ministries, Inc

ATTN: Joseph C. Emert
100 S Hill Street, Suite 100
Griffin, Georgia 30223

26. Miscellaneous.

(a) This Lease constitutes the entire agreement and understanding of Spalding County and Life Radio with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Spalding County and Life Radio.

(b) Spalding County agrees to cooperate with Life Radio in executing any documents necessary to protect Life Radio's rights under this Lease or Life Radio's use of the Leased Premises, and to take any further action, at Life Radio's sole cost, which Life Radio may reasonably require as to effect the intent of this Lease.

(c) This Lease shall be construed in accordance with the laws of the State of Georgia.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(e) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease Agreement as of the date first written above.

Attachments:

EXHIBIT "A-1"
Site Plan/Survey

EXHIBIT "B"
Easement

EXHIBIT "C"
Spalding County's Equipment

EXHIBIT "D"

After recording, return to:
Charles B. Graham, Jr., Esq.
Charles B. Graham, Jr., P.C.
P.O. Box 465808
Lawrenceville, Georgia 30042-5808

Memorandum of Ground Lease Agreement

This memorandum evidences that a lease was made and entered into by written Ground Lease Agreement dated July 20, 2009, by the Board of Commissioners of Spalding County, the governing authority of Spalding County, Georgia, hereinafter referred to as "Spalding County", and Life Radio Ministries, Inc., a Georgia non-profit corporation hereinafter referred to as "Life Radio", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Spalding County leases to Life Radio a parcel of land as described in Exhibit "A" hereto ("Site") located at 5756 Newnan Road, City of Griffin, County of Spalding, State of Georgia, as shown on the site plan attached as Exhibit "B" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of twenty (20) years commencing on July 20, 2009, which term is subject to four (4) additional five (5) year extension periods by Life Radio.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

EXHIBIT "A" TO MEMORANDUM
ATTACH LEGAL DESCRIPTION OF SITE

EXHIBIT "B" TO MEMORANDUM
ATTACH SITE PLAN

Motion to approve contract with WMVV Radio Station for tower construction at Blalock Fire Station, by Commissioner Freeman, seconded by Commissioner Phillips, carried 4-0.

8. Consider approval of Verizon contract for co-location of equipment at the water tank site.
This request has been withdrawn, noted County Manager Wilson.
9. Consider Change Order #5 for fiber optic connectivity for Malier Road tower site as backup to the 911 Center in the 800 MHz Communications System for an amount not to exceed \$3,100 after credit for propane fill is applied.

Motion to approve Change Order #5 for fiber optic connectivity for Malier Road tower site as backup to the 911 Center in the 800 MHz Communications System for an amount not to exceed \$3,100 after credit for propane fill is applied, by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

10. Consider recommendation of Parks and Recreation Advisory Commission for Senior Center Bus Use Guidelines.

Drivers must be CDL certified with medical exam, cell phone contact, and clear driving records. Clear guidelines are provided on how far a driver can drive in one day. Also the 850 mile trip limit will allow travel as far as Branson. Priority will be given to Spalding County Senior Center programmatic needs and the bus will be available to other entities on a prioritized basis, but no private user groups can use the bus, such as churches, clubs, etc. The insurance carrier may look more favorably if the bus is equipped with a defibrillator, etc. The County can now bid out for a specific style bus that will hopefully be here by Christmas 2009.

SPALDING COUNTY
PARKS AND RECREATION DEPARTMENT
Senior Center Bus Use Guidelines

User Groups

- Senior Center Programmatic Trips
- Spalding County/City of Griffin Governmental Entities
- Other special events as approved by County Manager and Board of Commissioners
- **No** private user groups or Youth or Adult Athletic Programs/Athletic Associations will be allowed use of the bus.

Bus Driver Requirements

Spalding County Parks & Recreation staff will be responsible for securing all bus drivers for any use of the Spalding County bus and maintain required files on each driver. All use agreements are tentative until such time as a bus driver has been secured by Spalding County Parks & Recreation staff. Liability coverage will be provided by Spalding County.

Independent Contractors

- **MVR** must be on file and updated yearly.
- Copy of current required license for operation of a passenger bus (**CDL**) must be on file with passenger and air brake endorsements.
- Proof of annual medical exam required (at driver's expense)
- A current cell phone number for bus driver will be required.

Bus Driver Fees

- Payment will be made by Spalding County to driver upon completion of trip, following procedures for Independent Contractors.
- User group will be responsible for the driver's meals (unless complimentary meals are provided).
- User Groups will be responsible for overnight lodging cost of bus driver (unless complimentary lodging is provided).

Trip Restrictions

- All bus trips **will be limited** to a maximum of five (5) days, unless approved by the Parks and Recreation Director or his/her designee.
- All bus trips **will be limited** to a maximum of **850** miles one way.

- Actual driving time cannot exceed eight (8) hours in one day, with breaks of at least thirty (30) minutes every four (4) hours of driving, or as needed.
- All in-state travel requires approval of the Director of Parks and Recreation Department or his/her designee. All out-of-state travel must be approved by the Parks and Recreation Director and the County Manager.
- The department will not be responsible for delays in departure, arrival and or return of a group caused by bus mechanical failures or other related problems.

Fees for Bus

- Spalding County Parks and Recreation will assess user group a fee of \$3.00 per mile for all trips. Mileage is calculated on a round-trip basis utilizing Map Quest.
- All parking fees, tolls, penalty charges, and any other incidental charges caused by the group in the course of the trip shall be the responsibility of the user group.

Process for Reserving Bus

- Reservations for bus use can be made a year to the day in advance of use by **User Group**.
- All requests for the bus must be made through the completion of the Bus Use Agreement and should be submitted to the Spalding County Parks and Recreation Director at least ninety (90) days in advance of the requested use date.
- Reservations can be made without destination confirmation at time of request.
- Trip rosters, complete with name, address, and phone number of each person on the bus, must be given to the Spalding County Parks and Recreation Director two (2) weeks prior to the trip for emergency and verification purposes. Any changes to the trip rosters on the actual trip day must be given to the bus driver who will then provide copies for the Spalding County Parks and Recreation Director prior to departure.
- All applicable fees shall be submitted with the trip roster and detailed itinerary two (2) weeks in advance of the trip. Round trip mileage will be assessed in advance based on Map Quest estimates. Variations will only be allowed in cases of emergency or road detours. The Parks and Recreation Department shall be notified of all variations within sixty (60) minutes of occurrence.
- Request will be approved or denied based on the following:
 - Vehicle availability
 - Driver availability
 - Trip duration and destination

Cancellations

- All User Groups should be prepared to establish contingency plans in the event that use of the bus is cancelled by Spalding County Parks and Recreation due to maintenance problems.

Bus Conduct

- All User Groups shall keep the vehicle neat, clean and damage free.
- Prior to departure and upon return an inspection of the bus will be made by the driver, group leader, and a representative of the Parks and Recreation Department. A checklist will be signed and dated by all parties to witness the condition of the bus prior to and upon return from any scheduled trip.
- Smoking is prohibited in Spalding County vehicles.
- Use of alcoholic beverages or illegal drugs is prohibited in Spalding County vehicles.
- Individuals who may be suspected of being intoxicated or under the influence of any illegal substance shall not be permitted on the bus.
- Individuals deemed disruptive to the safety and welfare of those involved in the trip will face restrictions on attending future excursions.

** Priority will be given to Senior Citizens Center Programmatic trips use of the bus whenever possible by Spalding County Parks and Recreation.

Motion to approve recommendation of Parks and Recreation Advisory Commission for Senior Center Bus Use Guidelines as presented that will be instrumental in the procurement of said bus by Christmas 2009, by Commissioner Phillips, seconded by Commissioner Freeman, carried 4-0.

11. Consider recommendation of Parks and Recreation Advisory Commission for 501(c)3 Deadline Requirement of September 1, 2009 for submission of Youth Association Grant Applications.

Inserted under the Spalding County Parks and Recreation Rules and Regulations, Page 20- Association Agreement, new Item #9 to be inserted with appropriate renumbering as follows:

9. The Association agrees to conform to the following Parks and Recreation Policy regarding Grant Applications:

Policy Regarding Grant Applications
For Spalding County Parks and Recreation Youth Sports Associations

Youth Sports Associations who have a current agreement with Spalding County to provide youth sports programs are required to be a 501(c)3 Non-Profit Organization. With this Non-Profit status, these organizations have the opportunity to apply for a variety of grants provided they meet the grantor's specific requirements.

If the association so chooses to apply for a grant they must first submit the completed grant application to the Parks and Recreation Director for review before sending it in to the granting agency. This is to ensure that there are no conflicts with present county goals. The Director will then inform the Parks and Recreation Advisory Commission regarding the grant request.

The Youth Association will be responsible for administrating and completing all requirements for grants they have been awarded.

Grants which may involve structural changes to Spalding County property may require additional recommendations for approval of County Administration and any such structural changes to county property then becomes the property of Spalding County.

Motion/second to approve request of Parks and Recreation Advisory Commission for 501(c)3 Deadline Requirement of September 1, 2009 for, and changes to, submission of Youth Association Grant Applications by Commissioners Phillips and Freeman passed 4-0.

12. Consider approval, on first reading, Ordinance #2009-08 Business Registration Requirements to provide for new paragraph to be added to Section 60-184, Business Registration Required.

Motion to approve, on first reading, Ordinance #2009-08 Business Registration Requirements to provide for new paragraph to be added to Section 60-184, Business Registration Required by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

13. Consider approval of the revised Utility Standards for Urban and Conventional Street Designs.

Motion to table for an indefinite period approval of the revised Utility Standards for Urban and Conventional Street Designs, by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

14. Consider approval of Animal Restraint District for properties facing Chehaw Road from Tomochichi Road to High Falls Road as requested by District Five Commissioner, Chairman Goss.

Motion to table for an indefinite period of time approval of Animal Restraint District for properties facing Chehaw Road from Tomochichi Road to High Falls Road as requested by District Five Commissioner, Chairman Goss, by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

15. Discuss issue of flag display and regulations for same at Camp Stephens.

Mr. Wilson reiterated that he recommends placing regulation flagpoles at our expense for the following flags: United States, Georgia and Confederate battle flags, applied by flag etiquette. He will utilize resources to research in an effort to ensure historical accuracy and pertinence to the site. It was noted that the U.S. Flag and Georgia State Flag would not be historically

correct, and Mr. Wilson was instructed to investigate for historical accuracy and cost the erection of historically correct flags and report back to the Board.

Sam Stacy relayed that for the Confederacy to have not been in existence very long, there are quite a few reiterations of flags. The battle flag is a square flag with the St. Andrews cross. Probably more appropriate would be the Confederate national flag with 3 bars (red/white/red) with a field of stars and no cross background. Mr. Harrell and Mr. Stacy both have resources available, as does the State Archives.

XII. REPORT OF COUNTY MANAGER

- Mr. Wilson urged everyone to view the trophies displayed in the meeting room which are tangible evidence of the excellent showing recently by the Spalding County 4-H Mounted Drill Team who traveled to Lindale, Texas to compete in the USEDC Super Ride VII, U.S. Equestrian Drill Competition June 24-27, 2009. The team placed 2nd in Division 1 and are the National Reserve Champion equestrian drill team. Also awarded the Director's Trophy for overall prestigious performance. Spalding County 4-H is more active now than in years past.
- Spalding County Fire Department announces promotion of Captain Jamie Clark to the position of Battalion Chief.
- A draft of the requested Ethics Ordinance will be placed in commissioners' boxes for future consideration.
- The Free Movie showed last Friday had a large turnout with representation from both the City and County, as well.
- 2009 Tax Levy – There will be two public hearings at 11 a.m. and 5 p.m. on Wednesday, July 22. A final public hearing on July 28 at 6 p.m. will be held with a Special Called Meeting scheduled at 6:30 on that date, July 28, for official adoption of the Tax Levy.
- On July 21, at 6 p.m. in the City of Griffin's W. Elmer George Hall, the City and County will hold a flood hazard map meeting. Notices were sent to more than 45 people affected by new FEMA flood maps.
- Also in commissioners' boxes will be information from County Attorney Fortune regarding the Willis fence case in Orchard Hill. The County was unable to obtain a declaratory action since there is some discrepancy over where the property line actually exists in order to determine placement of fence. Mr. Willis' attorney is arguing that the fence is possibly not in a prohibited zone. Unless the County desires to hire a surveyor to establish property line to determine footage, Mr. Fortune advised it best not to go forward as we cannot meet our burden of proof.
- Spalding County Fire Chief Chipper Gardner has submitted a notice of his retirement effective on or before March 31, 2010 after a 36-year career in fire service. Mr. Wilson read Chief Gardner's statement, noting the County's well wishes tempered with sadness on his leaving. Human Resources will work toward updating the Chief's job description and recruitment of a new Fire Chief.

XIII. REPORT OF COMMISSIONERS

Freeman:

At the Griffin-Spalding Area Transportation Committee meeting last Wednesday, he referenced accidents on SR 16 West at Rover-Zetella-Vaughn Roads. He stated the third accident in three weeks occurred there today, and he requested that County Manager Wilson follow up with David Millen of the Georgia Department of Transportation on this safety issue as soon as possible.

Phillips:

He stated he was proud of budget work this year, and he commended all involved. He also cautioned all staff, officials, citizens, et.al., urging them to not run with every rumor they hear because it grows exponentially. Some things start off silly and grow absolutely ludicrous as evidenced recently, and that is not good for morale or relations for anyone. He urged everyone to think before talking.

Gilreath:

No comments.

Goss:

He commended Fire Chief Gardner on a long and illustrious fire service career, wishing him well.

XIV. ADJOURNMENT

Motion to Adjourn at 7:34 p.m., by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

Chairman

County Clerk

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