

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, September 19, 2011, beginning at 6:00 p.m. with Commissioner Eddie Freeman presiding. Commissioners Raymond Ray, Bob Gilreath, Gwen Flowers- Taylor, and Chipper Gardner were in attendance. Also present were County Manager William P. Wilson Jr., Deputy County Manager Virginia Beams, Attorney Jim Fortune and Executive Secretary Ricky L. Clark Jr.

- I. OPENING (CALL TO ORDER) – Chairman, Eddie Freeman**
- II. INVOCATION – led by Commissioner Chipper Gardner**
- III. PLEDGE TO FLAG – led by County Manager, William P. Wilson, Jr.**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

Motion/Second by Ray/Flower-Taylor to amend the agenda by deleting Item 7, consideration of appointment of George Capo to the Spalding County Board of Health. Motion carried by a vote of 5-0.

County Manager, William P. Wilson, Jr. introduced Chad Jacobs as the new Community Development Director. He bid a farewell to Chuck Taylor as he proceeds to do missionary work in Germany.

V. PRESENTATION OF FINANCIAL STATEMENTS

- 1. Consider approval of the Financial Statements for the twelve months ended June 30, 2011 and the one month ended July 31, 2011.

Commissioner Flowers-Taylor questioned the Capital Outlay portion of the financial statements. The financial statements listed a \$200,000.00 expenditure. Mr. Wilson advised this was for Sheriff Department cars that came in before the new fiscal year 2012 budget. This purchase will be under last year's budget.

Motion/Second by Ray/Gardner to approve financial statements for the twelve months ended June 30, 2011 and the one month ended July 31, 2011. Motion carried by a vote of 5-0.

VI. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Ken Parker- 500 Yarbrough Mill Rd Williamson, GA- Mr. Parker advised that he agreed with the ACCAB proposal with the following conditions: 1.) Provision needs to be made to address hunting dogs. 2.) Thinks a 10 x 10 kennel is too big, 6 x 10 would be sufficient. 3.) More definitive definition of a dangerous dog. Noted that he has Hound dogs that wouldn't appear dangerous but if the property was entered, dogs might become aggressive.

Kelly Palmatier-450 Malier Rd, Hampton-GA- Mrs. Palmatier expressed concern of citizens having to provide their address when speaking under this agenda item. Mrs. Palmatier noted that these individuals should have the option of having their address published. She advised that she had a citizen that wished to come speak at tonight's meeting, but refused due to privacy issues. Divorces and Adoptions are reasons in which the address should not be public stated Mrs. Palmatier.

VII. MINUTES –

- a. Consider approval of Minutes of the following: August 15, 2011, Extraordinary Session; August 30, 2011, Zoning Public Hearing.

Motion/Second by Ray/Flowers-Taylor to approve minutes of the following: August 15, 2011, Extraordinary Session; August 30, 2011, Zoning Public Hearing. Motion carried by a vote of 5-0.

VIII. CONSENT AGENDA

- a. Consider approval on second reading of Amendment to the Official Zoning Map of the following:

- i. **Amendment to UDO #A-11-05:** Quarterly adoption of official zoning map in revised Geographic Information Systems (GIS) format.

IN RE:

Text Amendment #A-11-05
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; and

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

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

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on August 30, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia; and

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

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

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

Section 1: A new paragraph shall be added to Section 2302(E) of “Official Zoning Map Spalding County, Georgia (Official Map)” of the Zoning Ordinance of Spalding County as follows:

A new Official Map was adopted on September 19, 2011, which will replace the previous Official Map.

Section 2: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 3: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

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

- ii. **Amendment to UDO #A-11-06:** Article 4. General Procedures-Section 408:K-amend building permit requirements and Section 40—amend certificate of occupancy requirements.

IN RE:

Text Amendment A-11-06
AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations; and

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

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

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on August 30, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia; and

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

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

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

Section 1: Delete Section 408:K entirely and replace with the following:

Section 408:K. Work or construction authorized by a permit must commence within 180 days after the date of issuance. The Building Official may grant an extension of time in which to commence work or construction for an additional 180 days, upon written request and a showing of justifiable cause. Any extension granted by the Building Official shall be documented in writing. In the event work is not commenced within the time authorized, the permit shall be void. If construction has begun on an approved project and then ceases before the project has been completed, construction must restart within 12 months from the time that it was stopped or the permit will become invalid and a new one must be applied for if construction of the project is desired to resume at a future date. Records of the building permits, applications and supporting materials will be maintained by the Building Official.

Section 2: Delete Section 409 entirely and replace with the following:

Section 409: Certificate of Occupancy Required

A. **Certificate of Occupancy** is required *before* a structure for which a Building Permit has been issued or where a change in use of the building has occurred may be occupied or used. The Certificate of Occupancy must be signed by the Administrative Officer and attest that to the best of his knowledge all requirements of this Ordinance have been met. The owner/contractor will then receive the Certificate of Occupancy to be used as confirmation that he has complied with the provisions of this Ordinance.

B. The Administrative Officer will issue the Certificate of Occupancy upon notification by the Building Official that all applicable building codes and other uniform development standards and ordinances have been met. However, if the Building Official finds that all requirements of such ordinances have not yet been met when the owner/contractor seeks a Certificate of Occupancy, the Administrative Officer will not issue the Certificate of Occupancy. The Administrative Officer will notify the owner/contractor within ten (10) days, stating reasons for the refusal. The owner/contractor will then need to confer with the Administrative Officer to determine what he needs to do in order to comply with the Ordinance and be eligible for a Certificate of Occupancy.

C. **Certificate of Completion** may be issued by the building official to construction projects where the building of the structure is complete, but interior alteration or build-out may be proposed prior to occupancy. A structure or a portion of a structure receiving a Certificate of Completion shall not be occupied until the Certificate of Occupancy for the same is issued.

D. **Notice of Approval** may be issued by the building official to confirm that a particular system (HVAC, Plumbing, Electrical, etc.) has passed the prescribed inspections and tests necessary for the operation of such system.

Section 3: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 4: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 5: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 6: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

Motion/Second by Flowers-Taylor/Gardner to approve second reading of Consent Agenda. Motion carried by a vote of 5-0.

IX. OLD BUSINESS

1. Discuss composition of Parks and Recreation Advisory Board.

Mr. Wilson noted that at a previous meeting this item died due to a 2-2 vote from the Board. He provided the Board updated attendance records of the Advisory Board and also correspondence from Louis Greene regarding action from the Park & Recreation Advisory Board.

Commissioner Gardner stated that the Commission wanted the Advisory Board to address three questions. He advised that in his opinion all of those questions have been answered by the Board. Mr. Gardner would like to see the Board reduced to a five member board, but at this time he is not opposed to leaving the Board as is.

Commissioner Flowers-Taylor as a member of the Advisory Board advised that the Board agreed to readdress the Board's policies. Mrs. Flowers-Taylor noted that the Board in fact has not been enforcing policies. She also advised the Board will begin enforcement of the bylaws. Policy states that the only excuse from Board meetings is if that said member has medical issues. If a member misses more than three members, that member will be asked to resign from the board. This was the general consensus of the Board.

Chairman Freeman noted that reducing the Board to only one appointee per district, would still provide equal representation.

Commissioner Ray discussed the budget of the Park & Recreation. He noted that the budget of Parks & Recreation combined is approximately \$2,497,299.00. Senior Center Budget, Parks & Recreation are all combined within this budget. Commissioner Ray would like to receive attendance records for the rest of the year from the Advisory Board.

Commissioner Flowers-Taylor advised that the Board does not make recommendations on the budget at hand. The Board in fact is a policy maker. She agreed to the submittal of an attendance record from the Board for the remainder of the year.

Mr. Wilson advised that the Advisory Board & the Board of Commissioners are both similar in which they both are policy makers and can influence the bottom line of the budget. Mr. Wilson provides a recommended Budget to the Board.

Motion/Second by Ray/Gardner to keep composition of Parks and Recreation same size with a monthly attendance record submitted to the Board through December 31, 2011. Motion carried by a vote of 5-0.

X. NEW BUSINESS

1. Consider approval of a letter of support on behalf of the Humane Society of Spalding County to the State of Georgia for the Society's Annual Chili Cook-Off on November 5, 2011.

Mr. Wilson advised the Board that Spalding County does not issue one day alcohol permits however the State does. The Humane Society annually makes this request and Staff has received no notification of any adverse activity. He recommends approval of this letter.

Commissioner Flowers-Taylor stated that the event at the Pavilion is always a huge success. She advised the Board to attend.

Motion/Second by Flowers-Taylor/Gibreath to approval submittal of letter of support on behalf of the Humane Society of Spalding County to the State of Georgia for the Society's Annual Chili Cook-Off on November 5, 2011. Motion carried by a vote of 5-0.

2. Consider approval of a lease with Crown Center Church, for use of property located at 835 Memorial Drive.

Mr. Wilson advised that the new lease at hand with Crown Center Church reduces the amount of space they currently have. It reduces the facility from 8000 square feet to 6100 square feet. This would allow Spalding County to utilize more space for storage due to the demolition of the Cook's Shopping Center. He noted that arrears are also incorporated in the lease. The first lease payment has been paid.

Commissioner Ray requested that the Board is notified when payments go in arrears.

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT AMENDMENT, made this 1st day of September, 2011, by and between Spalding County, Georgia, a political subdivision of the State of Georgia, first party, (hereinafter called "Landlord"); and Crown Center Church, second party, (hereinafter called "Tenant");

WITNESSETH:

Premises 1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit:

The premises formerly known as the "Old American Mills Building", 835 Memorial Drive, Griffin, Spalding County, Georgia, in its entirety, containing 6,500 square feet, more or less.

The rent for the leased premises will be the sum of \$2,285.00 per month, beginning September 1, 2011.

No easement for light or air is included in the premises.

Term 2. To have and to hold the same for a term beginning on the 1st day of August, 2011, and ending on the 31st day of December 2014, unless sooner terminated as hereinafter provided. Upon satisfaction of the initial term of lease, with Landlord's acquiescence and without any express agreement of the parties, Tenant may become a tenant at will on a month-to-month basis. Either party hereto may then terminate this contract in its entirety upon giving thirty (30) days' written notice to the other party of its intent to terminate.

Rental 3A. Tenant agrees to pay Landlord, by payments to Landlord at office of the landlord in Griffin, Georgia, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of Two Thousand Two Hundred Eighty Five Dollars and Seventy Five Cents (\$2,285.00).

3B. The parties acknowledge that the Tenant previously rented the leased premises as well as other premises from Landlord and as of August 1, 2011, Tenant owed Landlord the sum of Thirty Five Thousand Two Hundred Dollars (\$35,200.00), which represents past due rent still owing to Landlord. Therefore, in addition to the regular monthly payment of \$2,285.00 for the above described lease premises, Tenant agrees to pay an additional sum of \$3,200.00 per month towards the arrearage. That means, for so long as any portion of the arrearage remains unpaid, the Tenant's total monthly payment to Landlord will be the sum of \$5,485.00. Whenever the arrearage is fully satisfied, Tenant's lease payments will then be reduced to \$2,285.00 per month.

Deposit 4. A deposit equal to one month's rent on the building proper, Three Thousand Two Hundred Dollars (\$3,200.00), paid on initial lease, shall be retained by landlord to be held as security for the performance of the terms of this lease.

Time of Essence 5. Time is of the essence of this agreement.

Utility Bills 6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat and power bills for leased premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Use of Premises 7. Premises shall be used as a church/educational/meeting facility and no outside storage shall be allowed. The premises will be used for no other purpose without prior approval from Spalding County. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

Abandonment of Leased Premises 8. Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration hereof.

Repairs by Landlord 9. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, the parking lot and the air conditioning compressors and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective conditions known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

Repairs by Tenant 10. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial terms of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building, the air conditioning unit and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earth quake or other casualty alone excepted.

Destruction of, Or Damage to Premises 11. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord may restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall re-commence. Whether or not the Landlord repairs the premises or decides to terminate the lease is within the sole discretion of the Landlord.

Indemnity 13. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

Governmental Orders 14. Tenant agrees, at his own expense, to promptly comply with all requirements

of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

Condemnation 15. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

Assignment and Subletting 16. Tenant may sublease portions of the leased premises to others provided such sub-lessee's operation is a part of the general operation of Tenant and under the supervision and control of Tenant and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Removal of Fixtures 17. Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal.

Cancellation of Lease by Landlord 18. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provision of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the

entire premises is covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and re-move all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Reletting by 19. Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this contract, Landlord may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

Exterior Signs 20. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

Entry for Carding, etc. 21. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before the termination of this lease Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

Effect of Termination 22. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

No Estate in land 23. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over 24. If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

Attorney's Fees and Homestead 25. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights Cumulative 26. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Service of Notice 27. Tenant hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be

made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said premises.

Waiver of Rights 28. No failure of Landlord to exercise any power given Landlord hereunder, or to **Rights** insist upon strict by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Definition 29. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sub-lessees, as to premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs, and representatives. "Landlord", "Tenant", and "Agent", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed, sealed and delivered as to Landlord, in the presence of:

SPALDING COUNTY

By: _____
CHAIRMAN, SPALDING COUNTY
BOARD OF COMMISSIONERS

Attest: _____

CROWN CENTER CHURCH

By: _____

Attest: _____

Motion/Second by Flowers-Taylor/Ray to approve lease with Crown Center Church, for use of property located at 835 Memorial Drive with the stipulation that staff notifies the Board immediately if lease payments are in arrears. Motion carried by a vote of 5-0.

- 3. Consider approval of contract with Community Services LLLP for inspection of sewer laterals.

Mr. Wilson noted that Community Services LLLP owns and operates the sewer systems for Sun City. They were contracted with a separate firm for sewer tap inspections. They would like a contract with the county for this service. They have agreed to provide technology equipment to accept electronic payments.

CONTRACT FOR PROVISION OF SERVICES

This contract is entered into between Community Services L.L.L. P. , a corporation authorized to do business in the State of Georgia, (hereinafter referred to as "CS") and Spalding County, a Political Subdivision of the State of Georgia, (hereinafter referred to as "the County").

WHEREAS, CS provides sewer service to Sun City Peachtree; and

WHEREAS, CS is interested in having the County inspect the sewer laterals for new home construction in Sun City; and

WHEREAS, the County is desirous of performing such inspections;

NOW, THEREFORE, in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

-1-

Spalding County will provide inspections in Sun City Peachtree Development of the sewer lateral lines that run from individual homes to the sewer tap.

-2-

The standards for the inspection of the sewer lateral lines shall be the Sanitary Sewer Technical Specifications for Community Services, LLLP, approved by the State of Georgia on August 25, 2006. A copy of said specifications is attached hereto as Exhibit "A" and incorporated herein.

-3-

CS will pay to the County the sum of Twenty Five Dollars (\$25.00) per inspection to inspect the lateral sewer line installation. In the event that a re-inspection is necessary for any reason, then and in such event an additional fee of Twenty Five Dollars (\$25.00) will be paid to the County.

-4-

The County agrees that it will perform the inspections within forty eight (48) hours of receiving notice from the builder that an inspection is needed.

-5-

The County shall invoice CS monthly on the form attached hereto as Exhibit "B". CS will pay the invoice within thirty (30) days of receipt.

-6-

Both parties desire that the necessary equipment be purchased and installed so that the entire inspection and invoicing system is paperless. With that joint purpose in mind, CS agrees that it will pay an amount, not to exceed One Thousand Dollars (\$1,000.00), towards the purchase price of equipment necessary for the County to upgrade the inspection and invoicing system as aforesaid.

-7-

The term of this contract will be from year to year and will terminate absolutely on the 31st of December of the initial year and any renewal year thereafter. Said contract will continue to renew on January 1st of each year thereafter, unless and until one party or the other gives thirty (30) days written notice of its intent to terminate this agreement, in which case the termination shall be effective thirty (30) days following receipt of said notice.

The parties have hereunto set their hands and seals this ___ day of September, 2011.

COMMUNITY SERVICES LLLP

SPALDING COUNTY

By: _____

By: _____
Chairman

Attest: _____
Clerk

Motion/Second by Gardner/Flowers-Taylor to approve contract with Community Services LLLP for inspection of sewer laterals. Motion carried by a vote of 5-0.

- 4. Consider approval of resolution creating the Spalding County Local Emergency Planning Committee/Citizens Corps Council for Spalding County.

Mr. Wilson commended Staff & others for performing exceptional during recent tornados. Due to the performance of Staff GEMA/FEMA would like for Spalding County to form a CERT Team (Citizens Emergency Response Team). If formed Federal Grant money will be utilized to train staff. He noted that the first responders will be trained and this team will bring more structure to operations should we have another disaster.

Commissioner Ray questioned the number of people allocated to be trained. Mr. Wilson informed that around 5-9 people will be trained dependent upon space in classes. Currently Chief West is the only one certified to train staff. Once Staff has received training, they in turn will train CERT team.

RESOLUTION

RECOGNIZING THE FORMATION OF THE SPALDING COUNTY LOCAL EMERGENCY PLANNING COMMITTEE / CITIZEN CORPS COUNCIL FOR SPALDING COUNTY

WHEREAS, The Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) and the Superfund Amendments and Reauthorization Act of 1986 calls for

the establishment of local emergency planning committees (LEPCs). LEPCs are to have broad-based membership whose primary work is to develop a comprehensive all-hazards emergency operating plan for the community, receive information from local facilities about chemicals in the community and respond to public inquiries about local chemical hazard and releases; and

WHEREAS, The President of the United States of America has created Citizen Corps to help coordinate volunteer activities that will make our communities safer, stronger and better prepared to respond to any emergency situation; and

WHEREAS, The President of the United States of America has asked communities to create Citizen Corps Councils of their own design to bring together first responders, volunteer organizations, law enforcement agencies and community-serving institutions; and

WHEREAS, The Spalding County Office of Homeland Security has coordinated the development of a Local Emergency Planning Committee for Spalding County; and

WHEREAS, The Local Emergency Planning Committee shall serve as the Citizen Corps Council for Spalding County; and

WHEREAS, The Local Emergency Planning Committee / Citizen Corps Council for Spalding County has organized and approved bylaws that are consistent with the requirement of the Environmental Protection Agency, State of Georgia, Georgia Emergency Management Agency Citizen Corps Council and the citizens of Spalding County; and

WHEREAS, The need to increase citizen resiliency, volunteerism and to provide assistance to emergency agencies in a coordinated and beneficial manner is a benefit to the citizens, emergency service agencies and Spalding County community at large; and

WHEREAS, The Local Emergency Planning Committee / Citizen Corps Council for Spalding County will allow local leaders to work with the community to expand opportunities for community members to engage in volunteer service that will support emergency preparation, prevention, response and recovery of all hazards, natural and/or man-made.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COMMISSIONERS OF SPALDING COUNTY,

1. Affirms its strong support for emergency preparedness, prevention and response.
2. Expresses the need for the citizens to be prepared in the event of a disaster.
3. Affirms that the Spalding County Local Emergency Planning Committee / Citizen Corps Council for Spalding County (SCLEPC) is a necessary organization, in addition to existing emergency services.
4. Affirms that the SCLEPC shall carry out the emergency planning and community right-to-know requirements of EPCRA.

PASSED, ADOPTED AND APPROVED this.

Eddie Freeman, Chairman
Spalding County Board of Commissioners

Attest:

William P. Wilson, Jr., County Manager

Motion/Second by Flowers-Taylor/Gilreath to approve resolution creating the Spalding County Local Emergency Planning Committee/Citizens Corp Council for Spalding County. Motion carried by a vote of 5-0.

5. Consider recommendations from Animal Care & Control Advisory Board in regards to animal living conditions.

Mr. Wilson advised that ACCAB has finalized proposal regarding Animal Living Conditions. He noted Commissioner Gilreath had questioned the size of pins. Kelly Palmatier was present to provide clarity.

Kelly Palmatier, Chairperson of ACCAB firstly explained tethering. She defined tethering as the practice of tying an actual animal to a stationary object not walking on a lease. The Animal Care & Control Advisory Board's recommendation is that tethering be prohibited county wide because it's considered inhumane and studies show it caused increased aggression in dogs. She noted that dogs thrive on being interactive with other animals. She noted this cause's immense psychological disadvantages. According to her findings, twenty states have outlawed tethering. Even in the State of Georgia some municipalities have outlawed it. She advised Spalding County should embrace and protect animals and citizens. She then discussed her concerns with restraints. Mrs. Palmatier recommendations are that owners should bring dogs into the house and integrate with the family. Mrs. Palmatier noted that dogs are in fact companion animals and bringing them in the house would not cost anything. This would help the County's overall animal odor problem. If the resident does not want to integrate the dog in the home she proposed the following: Underground Electronic Containment System, or Fencing. Mrs. Palmatier recommended 100 square feet of fencing installed by a local fencing company. She recommended an 18 month requirement for owners to establish fencing. She noted there will be no provisions to the current ordinance for Dangerous Dogs. In 2007 when the Commissioners voted on restraint districts there was no consensus formed with Board members. The decision was left to each commissioner to decide on restraint parameters for their district. Mrs. Palmatier praised the complaint driven system as it referenced restraint districts. Lastly Mrs. Palmatier discussed the restraint of cats. The following reasons were presented as to why a County Wide restraint district for cats should not be implemented:

- 1.) Cats don't pose same safety risks as dogs
- 2.) Current laws include nuisance ordinance that allows Animal Control to address issues with cats
- 3.) Cats in some situations are deemed as "barn-cats" to keep out rodents.
- 4.) Neighbors complaining on restrained cats on one's property
- 5.) Cost of containment system.

Chairman Freeman noted that Animal Control will not pickup hunting dogs. He also had concern with field trials. He advised that a workshop should be established with the Board and ACCAB to workout issues.

Commissioner Flowers-Taylor agreed that hunting dogs are usually with their owner and should not be labeled as dangerous dogs. She also agreed with the complaint driven system. Mrs. Flowers-Taylor does not agree with the restraint of all dogs. She stated that a 10 x 10 enclosure is too large. Her recommendation was that the enclosure size should be based on the size of the animal.

Commissioner Ray commended ACCAB for the work on the proposal. He echoed Mr. Freeman stating that a workshop should be implemented to address issues with the current proposal. His recommendation was to table the issue until future meeting.

Commissioners Gilreath questioned how many dogs were registered in Spalding County. County Attorney, Jim Fortune advised that we would only be able to identify dogs registered as dangerous.

Motion/Second by Ray/Freeman to table recommendations from Animal Care & Control Advisory Board and for ACCAB to redefine the size of containments for small and large animals, and for a workshop be held in October for further discussion to coincide with a special called meeting to establish 2011 millage rate. Motion carried by a vote of 5-0.

6. Consider approval on first reading an ordinance amending the Fiscal Year 2011 Budget Ordinance to provide for year end adjustments for lease purchased vehicles.

Motion/Second by Gardner/Flowers-Taylor to approve first reading of an ordinance amending the Fiscal Year 2011 Budget Ordinance to provide for year end adjustments for lease purchased vehicles. Motion carried by a vote of 5-0.

7. Consider appointment of George Capo to the Spalding County Board of Health to fill the unexpired term of Leiv Takle. Term to expire December 31, 2016.

Item removed from Agenda.

8. Consider appointment of Paul Beamon to the Region IV Emergency Medical Service Advisory Board to fill the unexpired term of Tim Daniels. Term to expire July 1, 2012.

Motion/Second by Gardner/Flowers-Taylor to appoint Paul Beamon to the Region IV Emergency Medical Service Advisory Board to fill the unexpired term of Tim Daniels. Term to expire July 1, 2012. Motion carried by a vote of 5-0.

9. Consider approval of 90-day extension of the Dispatch Communication Services agreement with Tenet Health System Spalding, Inc.

Mr. Wilson advised that the current contract has expired. Staff is currently working on a meeting to discuss contract with all parties involved.

Motion/Second by Flowers-Taylor/Gardner to approve 90-day extension of the Dispatch Communication Services agreement with Tenet Health System Spalding, Inc. Motion carried by a vote of 5-0.

10. Consider request of Victim Service Unit to approve request to continue VOCA (Victims of Crime Act) grant.

Mr. Wilson advised the VOCA grant is based on the Federal Fiscal Year which begins October 1. The total grant is \$46,000.00 the 20% match from the County is \$1,983.00

Motion/Second by Flowers-Taylor/Gardner to approve request of Victim Service Unit to continue VOCA (Victims of Crime Act) grant. Motion carried by a vote of 5-0.

XI. REPORT OF COUNTY MANAGER

- County Awarded CDBG grant for sewer improvements in the amount of \$500,000.00. Water Authority will use grant monies to close down Highland Mill Plant and pump to the newly acquired Springs Plant.
- Dee Stewart blood drive collected seventy four (74) units of blood.
- Spalding County had two boats in the United Way Boat Race. Fire Department members along with Wendy Law were in one; Kelly Leger and Robby Milner in the other. Spalding County won two awards: Indestructible Boat and Judges Choice Award for Best Boat.
- County employees have pledged nearly \$11,000.00 in contributions to United Way.
- Business After Hours is September 20, 2011 at the First Baptist Church Family Life Building.
- Commended County Executive Secretary Ricky L. Clark, Jr. and City Executive Secretary Judy Flournoy for putting together 9/11 Commemorative Service.
- Commended Cindy McDaniel and Ricky L. Clark, Jr. for hosting reception for Chuck Taylor.

XII. REPORT OF COMMISSIONERS

Flowers-Taylor- Commended Parks & Recreation Advisory Board and Staff for the work they do in community and work towards All Abilities Playground. She would like Staff to look at partnership with Southern Crescent & Gordon College for Program to provide internships to work with children during school breaks. Interns would receive credit for helping facilitate program.

Gardner- Commended Parks & Recreation Advisory Board and Staff for All Abilities Playground. He also commended the Fire Department for work at the Charity Golf Tournament.

Gilreath- Questioned if the County had a Weather Spotter class. Mr. Wilson advised that the class was held two weeks ago and trained about 30-40 people. Commissioner Gilreath also commended Kenny West for excelling as our new Fire Chief.

Bob Gilreath

My commission expires:

Gwen Flowers-Taylor

Jan 5, 2014

***Motion/Second by Ray/Gilreath to enter executive session at 7:24 pm.
Motion carried by a vote of 5-0.***

***Motion/Second by Gilreath/Flowers-Taylor to adjourn executive session
at 7:42 pm. Motion carried by a vote of 5-0.***

***Motion/Second by Ray/Flowers-Taylor to provide notification to County
Manager and Deputy County Manager of their continued employment
with Spalding County.***

XIV. ADJOURNMENT

Motion/Second by Flowers-Taylor/Gilreath to adjourn at 7:47 pm.

Jr.
: Chairman, Eddie Freeman

County Manager, William P. Wilson,

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