

REGULAR MEETING

The Spalding County Board of Commissioners held their Regular Session in Room 108 in the Courthouse Annex, Monday, June 4, 2012, beginning at 6:00 p.m. with Commissioner Gwen Flowers-Taylor presiding. Commissioners Bob Gilreath, Raymond Ray, Samuel Gardner and Eddie Freeman were present. Also present were County Manager William P. Wilson Jr., Attorney Jim Fortune and Ex Officio, County Clerk, Ricky L. Clark Jr. to record the minutes.

I. OPENING (CALL TO ORDER) – Chairman, Gwen Flowers-Taylor

II. INVOCATION – led by Commissioner Gardner

III. PLEDGE TO FLAG – led by Commissioner Ray

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. Presentation from Peachtree Housing Partners, LLC regarding the Proposed McIntosh Senior Village in Griffin, GA.

Max Elbe of Peachtree Housing Partners, LLC was present to give an informative overview of the proposed McIntosh Senior Village in Griffin, GA.

2. Lee Hearn, Fayette County Commissioner would like to address the Board concerning replacement of the West McIntosh Bridge.

Lee Hearn, Post 3 Fayette County Commissioner & Phil Mallon, Public Works Director was present to request from the Board shared funding for the replacement of the West McIntosh Bridge.

3. Consider Proclamation honoring Ms. Eunice Holston celebrating her 100th year birthday.

Motion/Second by Gardner/Freeman to approve Proclamation honoring Ms. Eunice Holston celebrating her 100th year birthday. Motion carried by all.

Motion/Second by Ray/Gardner to amend the agenda by moving item eleven, Insurance Renewal, as the first item on the agenda.

Motion /Second by Ray/Gardner to amend the agenda to add the following item: Consider approval of an amplification permit as requested by Willie & Shartion Johnson for an outdoor Horse Show to be held on June 17, 2012 from 2:00 p.m. until 11:00 p.m. at 583 W. McIntosh Rd. Motion carried by all.

V. PRESENTATIONS OF FINANCIAL STATEMENTS - NONE

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.

VII. MINUTES –

Consider approval of Minutes of the following: May 21, 2012 Regular Meeting

Motion/Second by Ray/Freeman to approve Minutes of the May 21, 2012 Regular Meeting. Motion carried by all.

VIII. CONSENT AGENDA

1. Consider approval on second reading an ordinance amending the FY 2012 Budget to provide for year-end adjustments.

Mr. Wilson noted that these adjustments are standard for Lease Purchases. There are also adjusting entries for fund balance, donation for the J. William Edwards Pavilion and insurance reimbursements for both wrecked vehicles and damaged county buildings.

Motion/Second by Freeman/Ray to approve on second reading an ordinance amending the FY 2012 Budget to provide for year-end adjustments. Motion carried by all.

IX. OLD BUSINESS

1. Consider appointment to the Griffin-Spalding Airport Authority Post 5 for a term to expire 12/31/2018.

Motion/Second by Ray/Freeman to appoint Louis Thacker to the Griffin-Spalding Airport Authority Post 5 for a term to expire 12/31/18. Motion failed by a vote of 2-3 with Commissioners Flowers-Taylor, Gilreath & Gardner opposing.

Motion/Second by Gilreath/Gardner to appoint Larry Johnson to the Griffin-Spalding Airport Authority Post 5 for a term to expire 12/31/18. Motion carried by a vote of 3-2 with Commissioners Ray & Freeman opposing.

X. NEW BUSINESS

1. Consider renewal of Property & Casualty and Professional Insurance with Traveler's Insurance Company for the period June 1, 2012 through May 31, 2013.

Mr. Wilson stated that on May 29th staff met with Debra Howard & Stacy Wells, Public Risk Underwriter regarding the county's Property & Casualty and Professional insurance for the period June 1, 2012 – May 31, 2013 and due to the County's claims experience we are facing a 43% increasing in premium this year. Mr. Wilson noted that Millennium Insurance bid our insurance out to the six

carriers who still write local governments and all but two declined to quote due to losses and exposures. Mr. Wilson noted that the lowest and best quote was from Travelers for \$499,168.

Debra Howard stated that in the last two years premiums that have been paid totaled \$600,000. Last year \$1,001,622 has been paid by insurance for the last two years. Debra noted that the County has a lost ratio of 167%.

Chairman Flowers-Taylor questioned the 65% rate increase of automobile insurance. Mrs. Howard noted that in 2011- \$122,415 was paid out and in 2012- \$228,637 was paid out. Mrs. Flowers-Taylor also questioned the 27% rate in increase for property. Ms. Wells stated that this rate increase is due to exposure because buildings are undervalued. Ms. Wells further stated that Travelers Insurance completed an analysis to see the cost of a building should it burn down. Ms. Wells further noted that there was a particular claim in which someone stole all the air conditioning units from the Cooks Shopping Center & Solomon East. Mr. Wilson noted that there were approximately 16 units that were stolen.

Mr. Wilson stated that most of the County's accidents occur within the Sheriff's Department because they have the largest fleet. Ms. Wells commended the drivers training program and noted that Travelers would like to see a trend for at least three years before the rates decrease. Mr. Wilson also noted that under Sheriff's Gilbert's administration the pursuit policy was updated.

Mr. Wilson further noted that some of County's buildings are valued extremely high. Mr. Wilson noted that we recently acquired the old Fairmont High Complex. Chairman Flowers-Taylor noted that the Kelsey building is on the National Historic Registry. Ms. Wells noted that most of these historical buildings are valued at a replacement cost. Ms. Wells noted that the building is valued at \$397,000.00.

Mr. Wilson explained that he needs Board's approval to fund \$99,000 out of fund balance to make insurance payment. Board consensus was gathered.

Motion/Second by Ray/Freeman to approve Property & Casualty and Professional Insurance renewal with Traveler's Insurance Company for the period of June 1, 2012 through May 31, 2013. Motion carried by all.

2. Consider approval of Intergovernmental Agreement amending the Water Sale Agreement in regards to Industrial Water Customers.

Mr. Wilson stated that when the Board discussed annexation of the airport, the Water Authority brought up an amendment to the contract for industrial water rates. Mr. Fortune has drafted the agreement and the Water Authority has signed off on it. Mr. Wilson noted that there was one change and it consisted of changing language to not collect the 1% transmission fee. For industrial growth the Water Authority had been quoting the City of Griffin rate. Mr. Wilson noted that our rate would have been 3.5% higher than the City.

AMENDMENT TO WATER SALE AGREEMENT
AND INTERGOVERNMENTAL CONTRACT

WHEREAS, the undersigned entered into a Water Sales Agreement and Intergovernmental Contract defining the relationship between the City of Griffin, Georgia, County of Spalding, Georgia and the Spalding County Water and Sewerage Facilities Authority on the 13th day of December, 1995; and

WHEREAS, the parties have deemed it in the best interest of all concerned that the original Sales Agreement and Intergovernmental Contract be amended for the purpose of allowing the City of Griffin to sell water to industrial customers under certain conditions;

NOW, THEREFORE, it is hereby agreed by the undersigned that the Water Sales Agreement and Intergovernmental Contract dated December 13, 1995 is hereby amended as follows:

By adding to Article V a second paragraph to read as follows:

“Potential Industrial water customers located in the service area of the Spalding County Water and Sewerage Facilities Authority that meet the current requirements as of the date of execution of this Agreement, set forth by the City of Griffin to qualify for industrial water rates, may be served by the City of Griffin upon a written agreement between the City and the industrial water customer. The Spalding County Water & Sewerage Authority will not charge a transmission fee to these industrial customers.

IT IS SO AGREED, this _____ day of _____, 2012.

(Seal)

CITY OF GRIFFIN, GEORGIA

By: _____

Chairman

Attest: _____

Secretary

(Seal)

COUNTY OF SPALDING

By: _____

Chairman

Attest: _____

Clerk

AND

SPALDING COUNTY WATER

SEWERAGE FACILITIES AUTHORITY (Seal)

By: _____

Chairman

Attest: _____

Secretary

Motion/Second by Gardner/Ray to approve the Intergovernmental Agreement amending the Water Sale Agreement in regards to Industrial Water Customers. Motion carried by all.

- 3. Consider approval of amended Local Emergency Operations Plan (LEOP).

Mr. Wilson noted that the Local Emergency Operations Plan is amended every two years. Mr. Wilson further noted that the Fire Department has been working on some new schedules along with the City of Griffin, Sunny Side and Orchard Hill. Mr. Wilson stated that the County had older agreements for mutual aid but FEMA/GEMA advised they needed to be updated to be applicable for reimbursements. Mr. Wilson noted that this information is not detailed on the website to circumvent terrorism.

Motion/Second by Gardner/Freeman to approve amended Local Emergency Operations Plan (LEOP). Motion carried by a vote of 5-0.

4. Consider approval of contract for Indigent Defense Services with the Griffin Judicial Public Defender's Office for FY 2013.

Mr. Wilson noted that this is an annual contract and equals amount in the FY 13 proposed budget.

Motion/Second by Ray/Freeman to approve contract for Indigent Defense Services with the Griffin Judicial Public Defender's Office for FY 2013. Motion carried by all.

5. Consider appointment to the McIntosh Trail Community Service Board to fill the vacancy left by Syntel Brown for a term to expire 12/31/2013.

Motion/Second by Gilreath/Ray to table appointment to the McIntosh Trail Community Service Board to fill the vacancy left by Syntel Brown for a term to expire 12/31/2013. Motion carried by all.

6. Consider appointment to the Zoning Appeals Board to fill the Post I unexpired term of Elizabeth Hackbart for a term to expire 12/31/2012.

Chairman Flowers-Taylor appointed Robert Lattimore to fill the Post I unexpired term of Elizabeth Hackbart for a term to expire 12/31/2012.

7. Consider approval of expense sharing agreement between the City of Griffin & Spalding County for a Transportation Planner.

Mr. Wilson noted that Anthony Dukes has been the transportation planner for about five years. Mr. Wilson noted that this arrangement was initially set up by McIntosh Trail which is now Three Rivers Regional Commission. Over the years it became apparent that indirect costs associated with the position were higher than expected. Mr. Wilson explained that with the expense sharing agreement both the City & the County would save approximately between \$13,000 - \$15,000 per year. Anthony Dukes will have space at the county but will be housed at the City of Griffin. The County and City will share expenses 50%.

Mr. Freeman recommended looking at a different title for the transportation planner due to the amount of work he does for the City and the County.

Commissioner Gilreath questioned insurance. Mr. Wilson explained that Anthony will fall under the City's payroll and will be under their insurance coverage.

Chairman Flowers-Taylor thinks this is an awesome opportunity and stated that Anthony has done a great deal of work and does it impartially to help both the City and the County.

STATE OF GEORGIA
EXPENSE SHARING AGREEMENT BETWEEN THE CITY OF GRIFFIN,
GEORGIA AND SPALDING COUNTY FOR A TRANSPORTATION
PLANNER

This Agreement, is made and entered this ____ day of _____, 2012 by and between the CITY OF GRIFFIN, GEORGIA , a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "The City") and THE COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereinafter referred to as "County").

WHEREAS, the County and The City have a need for a transportation planner to provide both

local governments with assistance in complying with Federal and State planning requirements for metropolitan transportation and air quality planning; and

WHEREAS, The City and County desire to share the expenses of a transportation planner; and

WHEREAS, the parties are authorized to enter into this agreement; and

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

POSITION

The parties agree that a person qualified for the position of transportation planner as set out in Exhibit "A" attached hereto, shall be hired as a City of Griffin employee and shall enjoy all the benefits that the City provides its other employees. Furthermore, the City agrees that it will provide the transportation planner an office in One Griffin Center.

JOB DESCRIPTION

See Exhibit "A" attached hereto.

COMPENSATION

The City and County agree to share equally in the cost for the transportation planner. The planner's salary effective July 1, 2012 will be \$57,615.00 per annum, subject to adjustments the same as all other city employees. The planner will be entitled to all the benefits that other city employees enjoy. The City and County each agree to pay one-half (1/2) of his salary, total benefits, expenses and any other expenses related to this position.

In addition to enjoying the benefits that the city provides its employees, the transportation planner will also be governed by the same personnel rules and regulations as other employees.

TERM

The term of this Agreement shall commence on the 1st day of July, 2012 and shall expire on June 30, 2013. This Agreement will renew automatically unless either party gives notice by June 1st of each year, of its intent not to renew.

VEHICLE

So long as the County has a spare vehicle available, the County will provide the transportation planner with a vehicle and will insure the vehicle under the county's vehicle insurance policy. The City agrees that it will provide maintenance and repairs in the City garage. The parties agree that they will share equally in the cost to operate, repair, insure and maintain said vehicle. The City will send a quarterly statement of actual expenses for the County to reimburse the City. Payment will be made not later than thirty (30) days following the receipt of said statement of expenses.

REMEDY

The parties hereto agree that specific performance shall be one of the remedies available for breach of this contract. Specific performance shall be cumulative of, and shall not limit the parties right to resort to, other remedies provided by law.

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties and no modification hereof shall be binding unless attached hereto and signed by both of them. No representation, promise or inducement not included in this Agreement shall be binding upon either party hereto.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed as of the day and year first above written.

SPALDING COUNTY, GEORGIA

CITY OF GRIFFIN

BY: _____

BY: _____

Gwen Flowers-Taylor, Chairman

Cynthia Reid Ward, Chairperson

WITNESS: _____

ATTEST: _____

Kenny L. Smith, Secretary

Approved as to form:

By: _____

Andrew J. Whalen, III, City Attorney

Motion/Second by Freeman/Ray to approve expense sharing agreement between the City of Griffin & Spalding County for a Transportation Planner. Motion carried by all.

8. Consider approval of Tower Lease Agreement with Communications Towers, LLC for the 800 Mhz Communications Tower Site on Wild Plum Road.

Mr. Wilson noted that we have been a tenet holding over and the current lease has expired. Mr. Wilson advised that staff has been working with Communications Towers LLC for the past year for an agreeable agreement. Mr. Wilson noted that the county requested a multi-year agreement. The proposed Tower Lease Agreement has three five year terms, totaling fifteen years. Mr. Wilson further noted that this agreement does allow the county to cancel during each five year term. Communications Towers has held the price firm for the past three years. The contract on the others towers include a cost of living rate increase each year; however, Communications Towers does not, it remains constant.

Mr. Wilson further noted that the tower could potentially be in the glide path of the new airport depending on how the airport layout is designed. Mr. Wilson also noted that there is a chance that the tower could possibly have to be relocated. Mr. Wilson noted that it will be very expensive to move the tower. Mr. Wilson noted that when the County originally contracted for Communications Towers there were two other available; however, they were much more expensive. Mr. Wilson noted the most expensive site if AT&T and the County is paying about 130-145% per year for this one.

Commissioner Gilreath stated that he has received numerous phone calls stating that Jackson Road Elementary School is a problem for the new airport. Mr. Wilson advised that Jackson Road School is not in the glide path and this was looked at when the airport was first designed.

Commissioner Gilreath requested Mr. Wilson to see if property was under conservation.

Chairman Flowers-Taylor questioned if all property taxes had been paid. Mr. Wilson advised that the Tax Commissioner, Sylvia Hollums, contacted him today and advised that the taxes were paid in full.

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (hereinafter "Lease :) is made and

Entered into this 4th day of June, 2012, between Communications Towers, LLC, a limited, Liability Company registered in the State of Georgia ("Landlord"), and Spalding County, a political subdivision of the State of Georgia ("Tenant") and replaces all documents previously agreed upon.

1. RECITALS

Landlord currently owns a tower ("Tower"), which is located on a tract of real estate in Spalding County, Georgia, ("the Site"). That real estate is leased by the Landlord from Donna I. Taylor and is more particularly described on Exhibit "A" attached hereto.

Tenant desires to obtain the right from Landlord to use a portion of the land and Tower on the Site for the purpose of placing, operating, and maintaining on the Site, Tenant's telecommunications equipment. Landlord is willing to grant such right to the Tenant for such purpose subject to the terms and conditions set forth herein.

2. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and payment of rent by tenant and keeping and performance of the covenants and arrangements by Tenant under this Lease Landlord and Tenant hereby agree to as follows:

3. BASIC LEASE INFORMATION

In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

Landlord: Communication Towers, LLC
Address: 1444 Dauset Drive
 Griffin, GA 30224

Tenant: Spalding County
Address: 119 East Solomon Street
 P.O. Box 1087
 Griffin, GA 30224

Premises: Space on the Tower in the dimensions and locations as more particularly shown on Exhibit B-1 attached, and land for the building as shown on Exhibit B-2.

a. Equipment: All the equipment and personal property listed on Exhibit "C" attached, to include required coax feed lines, connectors and Premises by Tenant in accordance with Article 4 hereof.

b. Commencement Date: June 4, 2012

c. Expiration Date: December 31, 2027

d. TERM: This lease is for a term to run from June 6, 2012 until midnight on December 31, 2012, at which time it will expire. However, unless one party or the other gives notice that they do not wish for the lease contract to continue by November 1, 2012, then this lease contract shall automatically renew for an additional twelve month, period to run from January 1, 2013 until December 31, 2013. Said contract shall continue to be renewed for annual extensions in accord with the terms stated herein until one party or the other gives notice not later than November 1 of any renewal year that they do not wish for the contract to be renewed. This renewal process will continue year to year unless terminated as provided herein, but will absolutely terminate on December 31, 2027.

e) Rental- Tenant shall pay to the Landlord a monthly rental of \$3750.00 payable on the first day of each month (with the exception of rental for the month of June 2012 which shall be payable in the sum of \$3750 on June 4, 2012). Landlord agrees that the rental shall not change for the first 67 months of this Lease. Beginning on January 1, 2018, the monthly rental shall be \$4250 which shall be payable on the 1st day of each month. Beginning on January 1, 2023, the monthly rental shall be \$4500 payable on the 1st day of each month.

Tenant agrees that Landlord has agreed to lease the space to Tenant at a rate that is below accepted market value and that Landlord is doing so in an effort to assist in operations of an emergency communications system in Spalding County. The Parties further stipulate and agree that the termination payments herein described are for the purpose of compensating Landlord for its investment.

If the Tenant terminates this lease prior to the expiration of the full lease term, the Tenant shall owe the Landlord an early termination fee that shall be calculated as follows:

If tenant elects to terminate the lease prior to the expiration of the full lease term, the Tenant shall owe the Landlord an early termination fee that shall be calculated as follows:

- 1) If tenant elects to terminate the lease prior to December 31, 2017, the early termination fee shall be calculated by determining how many months remained between the termination date and December 31, 2017. The number of months remaining shall then be multiplied by the monthly rental of \$3750. That sum shall then be due and payable by Tenant to Landlord in a lump sum payment within thirty days of receipt of notice to Tenant of the amount due;
- 2) If the lease contract is terminated by Tenant after January 1, 2018 but prior to December 31, 2022, the early termination date. The number of months remaining shall then be multiplied by the monthly rental of \$4250. That sum shall be due and payable by Tenant to Landlord in a lump sum payable within thirty days of receipt of notice to Tenant of amount due;
- 3) If the lease contract is terminated by Tenant after January 1, 2023 but prior to December 31, 2027 the early termination fee shall be calculated by determining the number of months remaining until December 31, 2027 as measured from the termination date. The number of months remaining shall then be multiplied by the monthly rental of \$4500. That sum shall be due and payable by Tenant to Landlord in a lump sum payable within thirty days of receipt of notice to Tenant of amount due.

4. EXHIBITS

Exhibits: The following Exhibits are attached to this lease or in the Tenants File from Previous agreements and are considered part of this lease:

Exhibit A	Legal description of the Site (already on file)
Exhibit B-1	Location of Tower (already on file)
Exhibit B-2	Foot print plan of building (already on file)
Exhibit C	Equipment, antenna structure type, model, manufacturer, mounting brackets, coaxial feed lines,

model, manufacturer, connectors required for wind loading, information for tower insurance carrier. (already on File)

5. AGREEMENTS AND USE

1. Tenant agreement for 5 years at same rental rate for first term:

Tenant agrees to perform the following improvements to Landlord's property:

- A. Improve roadway into tower site by providing re-work of driveway, a drainpipe, gravel to the site from Wild Plumb Road and site area now under fence.
- B. Update gates (Gates at the site are already provided by Spalding County) add new fencing along front property line at Wild Plumb Road.
- C. Clear property (as to allow Tenant to provide constant maintenance of area surrounding compound of site to insure safety and security of site due to recent theft of copper at the site. It is agreed that: Installation of Burglar Alarm and monitoring system inside fenced area of tower will be installed at Landlords expense)
- D. Continue to work with Landlord to insure security of Sheriffs Department Patrols with Sheriffs Department access to tower gate to allow observation at the site during hours of darkness. (Landlord will provide keys or combination locks for this purpose.)

1. Lease. Landlord hereby leases the Premises to Tenant for the placement, operation and maintenance of a communications building, generator and fuel pad for generator, and Placement of Antenna Systems Equipment on Tower and for no other purpose.

2. Use. Tenant shall use the Premises only for the purpose of placing, maintaining, and operating Its Equipment as described in Exhibit C and uses directly incidental thereto. Tenant will not use the Premises for any purpose prohibited by applicable law. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant on the site. Its is further understood and agreed that

Tenant's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities.

5a. NON EXCLUSIVE

1) Tenant acknowledges and agrees that Landlord, at its sole discretion, has the right to grant other licenses leases or rights of use, of any kind or nature, to Parties other than Tenant with respect to the Site, provided that any such use entered into following the date of this Lease shall not materially interfere with Tenant's operation of its Equipment.

2) Interference to Licensee's Operations. Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the

Site controlled or owned by Licensor, or whose equipment is installed or modified subsequently to Licensee's Equipment: ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify licensor in writing of such RF Interference and Licensor shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF Interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be cause by a Subsequent Use, the entity responsible for Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF Interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

3) Interference by Licensee. Notwithstanding any prior approval by

Licensor or Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF inference to Licensor and/or other pre-existing use of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause or and eliminate such RF Interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment.

6. RENT

Tenant will pay monthly rent to Landlord as rent for the land and designated space on the Tower. Monthly rent will be paid in advance to Communications Towers, LLC at 1444 Dauset Drive, Griffin, Georgia 30224 or to such other person, firm, or place as Landlord may, from time to time, designate in writing, on or before the first day of each calendar month during the Term of this Lease, without notice or demand, and without deduction or offset. Any amounts that this Lease requires Tenant to pay in addition to monthly rent will be additional rent.

7. UTILITIES

Tenant shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities that it deems necessary for the operation of Tenant's equipment to be provided to the premises directly from such providers. Tenant shall be billed directly for the use of such services and shall promptly pay the same when due.

8. LIMITATION ON LIABILITY

Landlord will not be in default under this lease or be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities or for surges or interruptions of electricity, or other such services or utilities.

9. TAXES ON ASSESSMENTS

The Parties have consulted with the Spalding County Tax Assessor's Office and have been told that because the Tenant is a governmental body, the equipment which the Tenant has in place on the Landlord's tower and adjacent premises and which will remain Tenant's property will not be subject to ad valorem taxes or assessments. The Parties are relying upon this representation in this Agreement.

If, however, the Tenant's property which has been placed upon the leased premises is deemed subject to taxation in any manner, then the Tenant shall pay directly to the applicable Government Entity or to Landlord if Landlord is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by an

Government Entity against the Equipment and /or Tenant's use of the Site or the Licensed Space. Tenant shall pay to the Landlord or appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Tenant's use of the Site or Licensed Space. Tenant shall also pay to the Landlord its pro rata share of all taxes, fees, assessments or charges assessed by any Government Entity against the site or against Landlord's improvements thereon. Landlord shall provide notice of any assessments to be paid by Tenant promptly upon receipt. Landlord shall invoice Tenant annually indicating the amount of the assessment, its pro rate share and the amount due. Said Invoices shall be paid within thirty (30) days of Tenants' receipt.

10. ALTERATIONS: OPERATION OF EQUIPMENT

2. Tenant's Facilities

Tenant will install and operate Tenant's equipment in compliance with Landlord's technical standards, rules and regulations as they relate to engineering standards accepted by the communications industry and in keeping with the specifications established by MACOM or Tenant's designee if same do not conflict with accepted engineering standards. If at any time Landlord's Chief Engineer determines that the equipment or installation of the equipment does not meet applicable rules and regulations, Tenant will be responsible for the costs associated with the removal, modification to, or installation of additional equipment to bring the equipment into compliance. Notwithstanding, if Tenant fails to correct any non-compliance within 15 days after receipt of written notice of such non-compliance, then Landlord may remove the equipment, or bring the equipment into compliance, all at Tenant's sole cost and expense. However, Tenant may, at its expense, contract with a third party to determine the issue of non-compliance and or remediation; if it is determined that Tenant is not at fault or in non-compliance, Landlord will reimburse Tenant for one half of the cost of employing the consultant.

Tenant will obtain Landlord's prior written approval, which approval shall not be unreasonably withheld, for the type, location, mounting and placement of Tenant's equipment placed or relocated on the premises. All proposed construction and installation performed on the premises must be reviewed and approved in writing by Landlord or the Tenant's Chief Engineer, prior to the commencement of such construction. All equipment shall be installed by contractors approved by Landlord, and subject to conditions specified by Landlord, and shall be performed in a good and workmanlike manner and in compliance with all applicable engineering standards. Notwithstanding the foregoing, after the commencement date, Tenant may add new equipment to the site, provided that Tenant obtain Landlord's prior written approval of any such additional equipment, which approval will not be unreasonably withheld in Landlord's sole discretion. In the event equipment is added, Landlord and Tenant shall enter into a modification of

this lease to add such equipment to the equipment list agreed upon in Exhibit C attached and provide for an increase monthly rental. Any bona-fide dispute between the parties hereto with regard to permissible use of premises, engineering disputes or the amount of rental owed hereunder shall be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association.

Landlord's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.

Except as set forth above, Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the premises.

11. OPERATION OF TENANT'S FACILITIES.

1. Tenant shall be responsible, at its sole cost, for the placement, installation, maintenance, and replacement of its equipment.
2. Tenant shall not remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Tenant.
3. Tenant shall protect the premises from fire and report and suppress such fires as might occur.
4. Tenant is responsible for its own entrance gate, which was placed at the Entrance Road by Spalding County during construction and shall maintain same in a good reliable condition at its own costs. Any upgrade of such gate is at the Tenant's responsibility and costs.
5. Tenant shall remove, at its expense, all over growth, trees, or debris, from rights of way or close to property fence to provide for clear viewing of the Tower Site from Wild Plumb Roadway for additional security of the Site.

6. Tenant shall not allow debris or refuse to accumulate on the premises.

7. Tenant shall comply with all customary practices and courtesies in use of road access and maintain entrance from roadway in reliable condition.

8. Tenant shall operate the equipment in such a manner that it will not materially interfere with or retard the operations of Landlord or other tenants on the Site.

9. Landlord's facilities as used in this paragraph shall mean facilities of the Landlord, its successors or assigns and the facilities of associated or affiliated companies. Notwithstanding the foregoing, Landlord assumes no liability whatsoever or responsibility for approval of Tenant's equipment and does not by accepting Tenant's evidence of non-interference waive any rights with respect to future interference or pass on the adequacy of Tenant's equipment for safety or other purposes. Tenant shall not change or add additional transmitting or receiving frequencies or equipment without submitting revised technical standards for approval. Tenant shall not raise effective radiated power beyond that authorized by the Federal Communications Commission (FCC).

10. Tenant shall cease operation temporarily or reduce power if required by Landlord to conduct tests, perform tower work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by notice and shall occur at times mutually agreeable to Landlord and Tenant. The Maximum length of time that the Tenant would be required to reduce power or cease operations would be a continuous period of sixty (60) minutes.

12. MECHANIC'S LIENS

Tenant shall not suffer or permit any mechanic's lien, or other lien, to be filed against the premises, the Site, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone claiming under Tenant. If any such mechanic's lien, or other lien, shall at any time be filed against the premises or the Site, Tenant shall cause the same to be discharged of record within 30 days of the date of filing the same, and if Tenant shall fail to discharge such lien either by payment or securing a bond to discharge the lien within such period, then Landlord may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same, and Tenant shall thereupon reimburse Landlord for any payment so made. If Tenant desires to contest a claim of a lien, Tenant will resolve the issue in order to remove the lien within thirty days of its filing or will obtain a bond to discharge the lien.

13. SECURITY

Landlord may from time to time, on 24-hour prior notice to Tenant, Impose such reasonable restrictions on the time and means of access to the premises as Landlord deems necessary for security precautions. Tenant agrees that it will not change locks on any doors to the premises or install additional locks on such doors. Tenant further agrees that it will not duplicate any keys of Landlord except as specifically authorized by Landlord.

14. SAFETY

If the Landlord determines that Tenant's activities or the equipment are unsafe, pose a hazard or violate the laws, then Tenant shall immediately, upon notice of such unsafe, hazardous or illegal condition, remedy said condition. If the Tenant has not made repairs or alterations sufficient to remedy the unsafe, hazardous, or illegal condition within forty-eight (48) hours of said notice, the Landlord may, at Tenant's sole cost, undertake such repairs or alterations as Landlord deems necessary to insure that Tenant's equipment is safe and complies with all laws.

15. MAINTENANCE

By Tenant: Tenant shall operate the equipment with due care and maintain the premises in a safe, clean and sanitary condition. Tenant shall, at its sole cost and expense, maintain the premises and the equipment in good repair and condition, exercising due regard for Landlord's and other Tenants' equipment on the Site. In the event of damage or injury to premises or equipment by Tenant, Landlord shall give Tenant written notice of the damage and injury; Tenant shall have a reasonable time, not to exceed fifteen (15) days, to conduct repairs. Upon failure of Tenant make satisfactory repairs, then all damage or injury to the premises or the Site caused by Tenant, its agents, employees, or invitees may be repaired, restored or replaced by Landlord, at the expense of Tenant. Such expense will be collectible as additional rent and will be paid by Tenant within 10 days after delivery of a statement for such expense.

16. INSURANCE AND WAIVER

1. At all times during the terms of the Lease, Tenant will carry and maintain at its own expense:

2. Commercial general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per incurrence, including coverage for premises-operations and contractual liability.

3. Insurance coverage on a broad form basis insuring against “all risks of direct physical loss” on all Tenant’s equipment and personal property located on the premises and the Site, in an amount not less than their full replacement value.

4. Worker’s compensation insurance insuring against and satisfying

Tenant’s obligations and liabilities under the worker’s compensation laws of the state in which the premises are located, including employer’s liability insurance in the limits required by the laws of the state in which the premises are located; and

5. If Tenant operates owned, hired or non-owned vehicles on the property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

6. All such insurance shall be placed with insurers having a “Best’s” rating of B+XIII and under such form of policies acceptable to Landlord. Tenant shall forward to Landlord certificates of insurance evidencing coverage prior to entering onto the premises and upon renewal of coverage thereafter. Certificates shall provide that Landlord be named as an additional insure on all policies (except workers compensation), that 30 days prior written notice of material change or cancellation of coverage shall be provided to Landlord, that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Landlord, and that the policy provides sever ability or interest/cross-liability coverage.

Landlord’s public liability and property damage insurance will not be carried for the benefit of Tenant, and Tenant will have no right to claim in the proceeds of any such insurance and no right of indemnity from claims on account of Landlord’s insurance.

Tenant will not act or permit acts upon the premises that would jeopardize or conflict with fire insurance policies or increase the rate off fire insurance.

17. LANDLORD’S INSURANCE

At all times during the term, Landlord will carry and maintain fire and extended coverage covering the Tower in amounts determined by Landlord in its reasonable discretion.

18. WAIVER OF SUBROGATION

Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, and partners, joint ventures, employees, agents, customers, invitees or business visitors of such party, for any loss or damage to such waiving party arising from any cause covered by an property insurance required to be carried pursuant to this section or any the property insurance actual carried by such party. Landlord and Tenant shall, from time to time, cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Tower or the Site or the contents of either.

19. INJURY TO THIRD PARTIES

From and after execution of this Lease, Landlord shall not be responsible to third parties including, but not limited to , employees and contractors employed by Tenant, for any and all claims, actions, damages, liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising either directly; or indirectly out of: (i) the use , occupancy, or enjoyment of the premises by Tenant, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by Tenant to be done or left undone in or about the premises, the building, or the Site; (ii) the actions or omissions of Tenant, Tenant's agents, servants, contractors, or employees or an other person entering on to the premises, the building, or the Site under express or implied invitation of Tenant; (iii) any breach or default in the performance or any obligation of Tenant under this Lease; (iv) the interference of the equipment; or (v) any negligent or willful act or failure to act of Tenant, its agents, employees, or contractors. Tenant's obligations under this section shall survive expiration or earlier termination of this Lease.

If the premises or the equipment are destroyed or damaged by any cause to such an extent or degree that the Tenant suffers shut down of service or loss of revenue or property, Landlord shall not be responsible in any way for loss of such revenue or property unless the loss is caused by Landlord's negligence. If Tenant cannot or chooses not to restore service within 90 days, each party may, at its option, terminate this Lease upon notice to the other party. The Tenant's ability to make a claim for any loss related to this lease or its equipment which it has placed upon the leased premises shall be limited to the coverage limits of any insurance obtained by Landlord.

20. COMPLIANCE WITH LAWS

Tenant Compliance. Tenant shall comply with all federal, state, and local statutes, ordinances, laws, rules, and regulations of any public authority affecting the premises and the equipment and the use thereon including, but not limited to, the

U.S. Department of Labor, Occupational Safety Health Administration, the Federal Communications Commission (“FCC”) and the Federal Aviation Administration (collectively, the “Laws”). Tenant shall promptly correct, at Tenant’s sole expense (including without Limitation payment of any fines or penalties, and noncompliance with the Laws. Tenant shall, at it own cost, obtain all federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Tenant’s operations or use of said premises hereunder, any Laws are violated, Tenant shall immediately take action necessary to correct the situation as to bring itself into compliance with all applicable laws and regulations. As an FCC Licensee, Tenant is required by Part 17 of the applicable FCC rules to ensure that Tower structures upon which its radio antennas are located to satisfy certain lighting and marking specifications. As operator of the subject Tower, Landlord hereby assumes responsibility for ensuring that the Tower is operated in compliance with all lighting and marking requirements.

21. ENVIRONMENTAL MATTERS

Tenant will not cause or permit the storage, treatment or disposal of any hazardous waste in, on, or about the premises or any part of the Site by Tenant, its agents, employees or contractors. Tenant will not permit the premises to be used to operate in any manner that may cause the Site or any part of the Site to be contaminated by any hazardous materials in violation of any environmental laws

22. MUTUAL OBLIGATIONS

Each party will promptly notify the other party of (i) any and all enforcement cleanup, remedial, removal, or other governmental or enforcement cleanup of other governmental or regulatory actions instituted, completed or threatened pursuant to any environmental laws relating to any hazardous materials affecting any part of the Site, and (ii) all claims made or threatened by any third party against Tenant, Landlord or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials on or about the Site or any part of the Site.

23. ENVIRONMENTAL ASSESSMENTS

Landlord, may, from time to time during the term, conduct such environmental assessments or tasks as Landlord deems necessary, provided that Landlord will give Tenant reasonable prior notice of its entry on the premises for such purpose and will cooperate in minimizing any disruption of Tenant’s use of the premises as a result of such activity. Landlord will make available to Tenant copies of any reports or assessments so obtained by Landlord.

24. DEFINITIONS

“Hazardous Materials” means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as “hazardous substances” in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9657 (“CERCLA”); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating , relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in affect (collectively, “Environmental Laws”).

“Hazardous Waste” means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

25. END OF TERM

Upon the expiration or other termination of this Lease, Tenant shall remove all of its property that has not become a part of the realty, Tenant shall quit and surrender to Landlord the premises in good order and condition, and Tenant shall surrender any and all building, equipment, and structures installed on land as a permanent fixture. And shall surrender any and all installations made to the tower facility to be removed by the Landlords Engineers, to include all of equipment mounted on the tower, due to the necessity of possible interference to other Tenants that may or may not include United States Department of Defense, or Designated Federal Agencies that may be utilizing the tower facility at that time for secure and non-secure communications of data and voice. Parties agree that building installed by Tenant may be removed by the Tenant at its own expense. It is agreed that the communications shelter which was installed by tenant has not become affixed to the realty and is a removable fixture.

26. HOLDOVER

Tenant will have no right to remain in possession of all or any part of the premises after the expiration of the term. If Tenant remains in possession of all or any party of the premises after the expiration of the term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this

Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest dated permitted by law. In such event, monthly rent will be increased to an amount equal to 150% of the monthly rent payable during the last month of the term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options of rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

27. DEFAULT

1. Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

2. Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after written notice from Landlord; however, if after such written notice any rent is not paid when due, an Event of Default will be considered to have occurred without further notice. In the event that Tenant does not pay to Landlord the rental within five days of the date it is due, Tenant shall owe the Landlord an additional rental the sum of \$50 per day until the entire rental owed is paid.

3. Tenant vacates or abandons the premises.

4. This Lease or the premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy.

5. Tenant purports to assign this Lease, or sublet all or a portion of the premises, in violation of the terms hereof; or

6. Tenant shall fail to correct and eliminates interference cause by its equipment; or

7. Tenant shall fail to perform any of the other agreements, terms, covenants or conditions hereon on Tenant's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, or if such performance cannot be reasonably accomplished within such 30-day period, Tenant shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion.

28. LANDLORD'S REMEDIES

1. If any one or more Events of Default set forth above occurs then

Landlord has the right, at its election:

a. To terminate this Lease, in which case Tenant's right to possession of the premises will cease and this Lease will be terminated as if the expiration of the term fixed in such notice were the end of the term, and all obligations of Landlord and Tenant shall cease except as to Tenant's liability as herein provided, and Tenant shall surrender the premises and remove all of its equipment. If this Lease is terminated, Landlord will be entitled to recover from tenant; (1) the unpaid rent that had been earned at the time of termination; (2) the unpaid rent that had been earned at the date of the judgment awarding damages to Landlord (the "Date of Judgment") including late fees as provided in Paragraph 28.2 herein; and (3) the unpaid rent for the balance of the term of this Lease after the Date of Judgment. The amount referred to in clauses (1) and (2) is computed by allowing interest at the highest rate permitted by law, but shall not be less than twelve per cent (12%).

b. To cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest provided that Landlord will have no obligation to cure such Event of Default of Tenant.

29. REMEDIES CUMULATIVE

Landlord's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise including, but not limited to, injunctive relief, specific performance and damages. The exercise or beginning of exercise by Landlord of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or not or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative

and nonexclusive.

30. GENERAL

Casualty. If the premises or a portion of the Tower on the Site necessary

for Tenant's occupancy is damaged during the term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies,

Landlord may, in its sole discretion, repair or rebuild the premises to substantially the condition in which the premises were immediately prior to such destruction. Landlord shall provide written notice to Tenant, within 30 days from the date of such casualty, detailing whether or not Landlord will rebuild or repair the leased premise. If Landlord repairs or rebuilds the premises, rent will be abated proportionately during any period in which there is substantial interference with the operation of Tenant's business.

31. CONDEMNATION

In the event of a condemnation or other taking by any government agency of the premises or a portion of the Site or the Tower necessary for the operation of Tenant's equipment on the Tower, this Lease will terminate on the date the condemning authority takes possession of the premises. The award for the premises shall be paid to Landlord, except that Tenant will have the right to assert a separate claim against the condemning authority in a separate action. Both parties acknowledge that the leased premises are near the glide path for a proposed new airport which is currently under consideration. In the event that the Federal Aviation Administration condemns the property or orders Landlord to remove the tower which is the subject of this contract, in addition to the aforementioned provisions; the Landlord may, at its option, secure a suitable site to relocate the tower. In that event, Tenant will be responsible for relocation cost of its own equipment and property.

32. EFFECT OF SALE

A sale, conveyance or assignment of Landlord's interest in the Site will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arise prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will look solely to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Tenant's rights under this lease so long as Tenant is not in default under this Lease. Tenant shall have right of first refusal prior to any such sale. Right of first refusal must be exercised by Tenant within thirty (30) days' notice of Tenant of Landlord's receipt of offer to purchase by written unconditional offer by Tenant to purchase premises on identical terms and must be closed within sixty (60) days of receipt of notice of offer to purchase from Landlord.

33. SUBORDINATION

This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of any such Superior Lien, now or after the Commencement Date affecting or placed, charged or enforced against the Site, or any portion thereof or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Tenant will execute, acknowledge and deliver to Landlord, within 20 days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination.

34. INSPECTION

Landlord reserves the right to enter, at any time, the premises to inspect the same.

35. ASSIGNMENT

Tenant shall not assign this Lease nor sublet any part or all of the premises without the approval of Landlord, which may not be unreasonably withheld. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

36. LIMITATION OF RECOURSE

Tenant specifically agrees to look solely to Landlord's applicable insurance coverage for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, ventures, and partners, and their shareholders, ventures and partners, and all of their officers, directors and employees) will not be

personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. Landlord agrees to maintain a policy of general liability and casualty insurance with coverage limits in an amount not less than \$500,000.00.

Landlord will list Tenant as an additional insured on the general liability policy and the insurance carrier will be required to provide statutory notice to the Tenant prior to cancellation or expiration of coverage.

37. QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays rent and observes and performs all the terms, covenants, and conditions of this Lease, Tenant may peaceably and quietly enjoy the premises, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

38. LATE PAYMENT PENALTY AND ATTORNEY'S FEES

a) If any payment, required by this Lease is not made within five days after payment is due. Tenant shall pay as additional rental a late charge of \$50.00 per day until the date on which it is paid in full.

b) If either Party shall find it necessary to employ an attorney to enforce its rights under this Lease, the non-defaulting Party shall be entitled to recover its reasonable attorney's fees, litigation costs and expenses which that non-defaulting Party incurred in the enforcement of its rights.

39. TIME OF THE ESSENCE

Time is of the essence of each and every provision of this Lease.

40. NO WAIVER

The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease,

41. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given; (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth in Section 1, and shall be deemed to be effective when actually received or refused. Either party may be similar notice given change the address to which future notices or other communications shall be sent.

42. LANDLORD'S NAME

Tenant is prohibited from using Landlord's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Landlord's prior written consent

43. AUTHORITY

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

44. COUNTERPARTS

This Lease may be executed on counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

45. ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

46. SEVERABILITY

If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of such provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

47. CAPTIONS

The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

48. GOVERNING LAW

This Lease will be governed by the internal laws of the state in which the Site is located, without reference to its conflict of laws provisions.

49. RECORDATION

Tenant shall not record this Lease or a memorandum thereof in the public records without the prior written consent of Landlord.

50. EFFECT ON PRIOR OBLIGATIONS

The Parties hereto acknowledge and agree that the execution of this Lease Contract shall have no effect on any obligations or liabilities that either Party may have against the other by virtue of that prior lease contract entered into by the Parties on June 16, 2008.

Executed as of the day and year first above written.

LANDLORD: _____ TENANT: _____

Name _____ Name _____

Title: _____

Title: _____

Date: _____ Title _____

Motion/Second by Gardner/Freeman to approve Tower Lease Agreement with the Communications Towers, LLC for the 800 Mhz Communications Tower Site on Wild Plum Road with the following change: Subparagraph E will end at the word investment. Motion carried by a 4-0-1 vote with Commissioner Ray abstaining.

9. Consider declaring surplus and authorize sealed bids for two vehicles from the Fire Department.

Mr. Wilson noted that these particular trucks are not being utilized. Mr. Wilson also noted that the frame on the rescue truck has been broken three times and the frame guy can no longer insure the frame. Most of the parts have been attributed to another truck.

Motion/Second by Ray/Freeman to declare surplus and authorize sealed bids for two vehicles from the Fire Department. Motion carried by all.

10. Consider approval of the remainder of the 2012 Holiday Calendar.

Mr. Wilson noted that the Board approved the first six months of the 2012 Calendar in November. Mr. Wilson noted that staff expected to have to furlough; however, this was not needed.

Motion/Second by Gardner/Ray to approve remainder of the 2012 Holiday Calendar. Motion carried by all.

11. Consider bidding annual fuel purchases.

Commissioner Gilreath stated that on behalf of the citizens of Spalding County, he would like staff to come up with an effort for fuel purchases since its one of the biggest expenditures.

Mr. Wilson stated that the Public Works Department and of the Fire Departments have fuel tanks. A few years back, underground storage rules were changed and underground storage tanks were removed for high costs in contaminating the ground. Mr. Wilson noted that at Public Works there is one diesel tank and one fuel tank. At Blalock Fire Station there is one underground tank for diesel. Public Works obtain bids monthly from different vendors for fuel. Primarily Walthall has been the successful bidder. The remainder of the County fleet has been operating out of Fast Gas which has been operative since the 80's. Mr. Wilson noted that Fast Gas is a 24/7/365 facility that does individualized billing. Public Works does everything manually. Mr. Wilson further noted that several years ago the County found out that fuel companies were charging us taxes; Fast Gas automatically deducts it. Mr. Wilson also noted that Fast Gas has video security.

Commissioner Gilreath stated that if Petro is the cheapest then he is good with it but we need to bid for a cheaper service if there is one.

Chairman Flowers-Taylor stated that she has not seen any place in Spalding County where people gas up, they would have to leave the County. She further stated that if we are potentially losing money due to misuse of the diesel tank at Public Works, we should investigate.

Commissioner Gilreath questioned if Mr. Wilson would object to checking to see if someone would want to install underground tanks. Mr. Wilson stated that he would not recommend the county getting into the business of underground tanks.

Chairman Flowers-Taylor questioned if Parks & Recreation used diesel. Mr. Wilson stated that Parks & Recreation does in fact have diesel trucks and they use Fast Gas. Roll Off container trucks also use Fast Gas. Mr. Wilson stated that when gasoline went to four dollars during the tornado, we tried to get gas from our normal vendors and they advised it would be at least a week. Mr. Wilson called Petro and we had gas the same day.

Commissioner Gardner added that after hurricane Katrina, Fast Gas contacted the county to try to make sure that all emergency service personnel had filled up their vehicles. Mr. Gardner further added that this priority service is what makes Fast gas the best choice.

Commissioner Freeman stated that he doesn't believe that there is another company that can provide all of the services and low rates that Petro provides.

Board Consensus for staff to analyze and research different providers and procedures and provide update to the Board within 90 days.

12. Consider approval of an amplification permit as requested by Willie & Shartion Johnson for an outdoor Horse Show to be held on June 17, 2012 from 2:00 p.m. until 11:00 p.m. at 583 W. Williamson Rd.

Mr. Wilson noted that because the noise ordinance is brand new, staff allowed the Johnson's to come in and request amplification since the date of the event is before the next commission meeting. Mr. Wilson noted that the Johnson's have been approved for amplification permits before and staff has received numerous complaints.

Chairman Flowers-Taylor stated that there were several complaints about the horse rodeo.

Commissioner Freeman stated that he received numerous complaints because residents were hearing music at least a mile away from the rodeo. Mr. Freeman requested Mrs. Johnson to keep the noise down.

Shartion Johnson advised that there were Sheriff's Department personnel working security because she intends to be a law abiding citizen. Mrs. Johnson advised the Board that she would notify all neighbors of her event and keep the noise down.

Mr. Wilson requested that the hours of the event be modified to end at 10:00 p.m. instead of 11:00 p.m.

Commissioner Gilreath questioned if Mrs. Johnson had noise control. Mrs. Johnson advised that they were located behind the Rock Quarry and the sound could possibly be bouncing off. Mr. Freeman advised there were numerous complaints from Rover-Zetella Rd.

Motion/Second by Gardner/Gilreath to approve amplification permit as requested by Willie & Shartion Johnson for an outdoor Horse Show to be held on June 17, 2012 from 2:00 p.m. until 10:00 p.m. at 583 W. Williamson Rd. Motion carried by all.

XI. REPORT OF COUNTY MANAGER

- A. First Reading of the Budget will be held on June 18th at the Extraordinary Session. Final Adoption of the Budget will be June 28th at 5:45 p.m. before the Zoning Public Hearing.
- B. There will be a dedication ceremony for donated equipment from Firehouse Subs Public Safety Foundation on Friday, June 15, 2012 at 3:30 p.m. Firehouse Subs located at 118 West Taylor street.
- C. Spalding County Parks & Recreation Summer Day Camp begins June 11, 2012 for a five week program. Cost for this year's camp is \$40.00 weekly.
- D. First Call Signup count still low. As of today only 1,368 people had signed up for the service. Please urge all to sign up to this free service.
- E. CERT Team is approaching startup. Press Release will be issued this week to get volunteers to sign up.

XII. REPORT OF COMMISSIONERS

Freeman- None

Gardner- Commissioner Gardner expressed his concern with the low registration numbers for FirstCall. Mr. Gardner prompted all to sign up for this service.

Gilreath- Commissioner Gilreath questioned the HVAC RFP. Mr. Wilson advised that Staff Accountant Phyllis Bryan has resigned so work has been delayed. Commissioner Gilreath also questioned some 800 Mhz radios that were purchased three years ago and given to the city but returned unused. Mr. Wilson advised that he was not fully aware but indicated that he thinks these radios were distributed to the Electric Department. Commissioner Ray advised that these radios were in fact distributed to the Electric Department and returned unusable. Virginia Martin completed a change order and had the radios replaced. Mr. Wilson to speak to Mr. Windham to see if all entities are using 800 Mhz.

Ray- Commissioner Ray thanked Parks & Recreation, Griffin High School, Spalding High School and all that helped to make June Jam a great event. Commissioner Ray stated that he was sorry to see Phyllis Bryan leave and wishes her well in all of her future endeavors.

Flowers-Taylor- Chairman Flowers-Taylor questioned the date of the meeting for Partners of a Prosperous Griffin-Spalding. Mr. Wilson advised that the meeting is at 3:30 p.m. on June 13, 2012 at the Fairmont Community Center. Chairman Flowers-Taylor requested staff look into having First Responders initiate a campaign for First Call.

XIII. CLOSED SESSION – NONE

XIV. ADJOURNMENT

Motion/Second by Gardner/Freeman to adjourn at 8:18 p.m. Motion carried by all.

Chairman

County Manager

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