



Spalding County online

Board of Commissioners

REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Monday, December 2, 2002 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Martha McDaniel, Merrill Massengale, Dick Morrow, Johnie McDaniel and Michael Kendall present. Also present were County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

- I. OPENING (CALL TO ORDER) – Chairman Johnie McDaniel**
- II. INVOCATION - Rev. Randy Valimont – Led by Rev. Tim Newby in the absence of Rev. Valimont.**
- III. PLEDGE TO FLAG – Led by Commissioner Massengale**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION - n/a**
- V. PRESENTATION OF FINANCIAL STATEMENTS – n/a**
- VI. CITIZENS COMMENTS – n/a**
- VII. PUBLIC COMMENT**

1. Mr. Mark Scudder, 1714 Ridge Street, addressed the Commissioners regarding Animal Control, Spalding County Budget and Courthouse security.

VIII. MINUTES

1. Consider approval of the minutes of the Public Hearing and Extraordinary Session of November 18, 2002 and also Zoning Public Hearing of November 21, 2002. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the minutes were unanimously approved by a vote of 5-0.*

IX. CONSENT AGENDA

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow Items 1-2 on the Consent Agenda were unanimously approved by a vote of 5-0.

1. Consider at second reading an ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for the TAN (Tax Anticipation Note).

**AN ORDINANCE AMENDING THE
FISCAL YEAR 2003 BUDGET ORDINANCE
FOR
SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2002 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on July 1, 2002, be amended as follows:

Section I. General Fund

A. Revenues

Other Financing Sources	From	\$	300,000	to	\$	4,804,410
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B. Expenditures

General Appropriations	From	\$	2,892,593	to	\$	7,397,003
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Approved on first reading this 18th day of November 2002.

Approved, adopted and enacted on second reading this 2nd of December 2002.

2. Consider at first reading an ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for the GEFA Grant awarded to Parks and Recreation. ***The Ordinance will be incorporated into the minutes on second and final reading.***

X. OLD BUSINESS

1. Review status and consider future activity relative to LOST renegotiations.

County Manager Wilson stated that the Board of City Commissioners rejected counter proposal of the County which was County 62%/City 38% (present distribution) and a

team to enter mediation has been selected for both the City and County with mediation to begin December 2nd and 3rd. The City has agreed to use Justice Harold Clark to mediate. The mediation will be held from 9:00 a.m. – 3:00 p.m. at McIntosh Trail building on Hill Street. The mediation team for the County is Chairman McDaniel, Vice Chairman Morrow, County Manager Wilson, County Attorney Fortune and Finance Director Jinna Garrison. The mediation team for the City is Mayor Todd, Commissioner Landrum, Commissioner Rodney McCord, City Manager Ron Rabun, City Finance Director Julia Luke and a representative from Governmental Solutions.

2. Consider at second reading amendments to the Official Zoning Ordinance and Official Zoning Map of the following:

- **Application #02-29Z:** Springs Industries, Inc., Successor by Merger to Dundee Mills, Inc., Owner—Minerva Properties, L.L.P., Agent – Jordan Hill Road (1,106 acres located in Land Lots 168, 169, 183, 184, 185, 186, 199, 200 and 218 of the 3rd Land District) – requesting a rezoning from R-1, Single Family Residential Low Density and AR-1, Agricultural and Residential, to PDD, Planned Development District, conditional.

Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the following Resolution was unanimously approved by a vote of 5-0.

**APPLICATION OF SPRINGS INDUSTRIES, INC,
SUCCESSOR BY MERGER TO DUNDEE MILLS, INC.
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY,
GEORGIA;**

REZONING APPLICATION 02-29Z

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “R-1, Single Family Residential Low Density, and AR-1, Agricultural and Residential;”

WHEREAS, Springs Industries, Inc., Successor By Merger to Dundee Mills, Inc., applicant, applied for a change in zoning classification to be applied to the within described property to “PDD, Planned Development District;”

WHEREAS, such application was filed with Spalding County, Georgia on September 26, 2002;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on November 21, 2002, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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 and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

**Property Description
Tax Parcels 9, 10 and 11**

All that tract or parcel of land lying and being Land Lots 168, 169, 183, 184, 185, 186, 199, 200, 218 of the Third District of Spalding County, Georgia and being more particularly described as follows:

Beginning at the intersection of Land Lots 186, 187, 198 and 199 of the Third District of Spalding County; said point being the TRUE POINT OF BEGINNING; Thence North along the land lot line between Land Lots 186 and 199 for a distance of 1150 feet to a point; Thence West for a distance of 2870 feet to a point on the Eastern 80 foot right of way of Jordan Hill Road; Thence North along the eastern right of way of Jordan Hill Road for a distance 6150 to a point; Thence West for a distance of 1190.48 feet to a point; Thence North for a distance of 171.48 to a point; Thence East for a distance of 50 feet to a point; Thence North for a distance of 1346 feet to a point on the land lot line between Land Lots 169 and 170; Thence along said land lot line for a distance of 900 feet to a point on the eastern 80 foot right of way of Jordan Hill Road; Thence North along said right of way for a distance of 660 feet to a point; Thence East for a distance of 661 feet to a point; Thence South for a distance of 660 feet to a point; Thence West for a distance of 440 feet to a point; Thence South 77 degrees 32 minutes 19 seconds East a for a distance of 201.38 feet to the Western 60 foot right of way of Seven Forks Road; Thence along said right of way North 52 degrees 11 minutes West for a distance of 75 feet to a point; Thence Southwest a distance of 60 feet to a point on the Southern 60 foot right of way of Seven Forks Road; Thence North along said right of way 100 feet to a point; Thence along the Southern 60 foot right of way of Seven Forks Road for a distance of 1910 feet to a point; Thence South 2 degrees 7 minutes East for a distance of 477.73 feet to a point; Thence South 2 degrees 46 minutes 52 seconds West for a distance of 768 feet to a point; Thence South for a distance of 1783 feet to a point on the land lot line of Land Lots 184 and 185; Thence East along the land lot line between Land Lots 184 and 185 for a distance of 370 feet to a point at the intersection of Land Lots 184, 185, 200 and 201; Thence along the land lot line between Land Lots 200 and 201 for a distance of 3072 feet to the intersection of Land Lots 200, 201, 216 and 217; Thence South along the land lot line between Land Lots 200 and 217 for a distance of 2830 feet to the intersection of Land Lots 199, 200, 217 and 218; Thence East along the land lot line between Land Lots 217 and 218 for a distance of 2170 feet to a point on the high-water mark of Troublesome Creek; Thence along the meanderings of the high water mark of Troublesome Creek South 12 degrees 53 minutes 13 seconds East for a distance of 101.17 feet to a point; Thence South 31 degrees 05 minutes 20 seconds East for a distance of 105.76 feet to a point; Thence South 38 degrees 33 minutes 40seconds West for a distance of 171.3 feet to a point; Thence South 09 degrees 59 minutes 10 seconds West for a distance of 127.15 feet to a point; Thence South 02 degrees 06 minutes 20 seconds East a distance of 99.22 feet to a point; Thence South 36 degrees 22 minutes 50 seconds East a distance of 79.16 feet to point; Thence North 80 degrees 04 minutes 50 seconds West a distance of 149.3 feet to a point; Thence South 20 degrees 23 minutes 10 seconds West a distance of 186.15 feet to point; Thence South 29 degrees 24 minutes 10 seconds West a distance of 194.64 feet to point; Thence South 20 degrees 17 minutes 20 seconds East a distance of 108.28 feet to a point; Thence South 15 degrees 34 minutes 50 seconds East a distance of 40.05 feet to a point in the centerline of Troublesome Creek; Thence along the centerline of Troublesome Creek South 55 degrees 08 minutes 58 seconds West a distance of 1111.24 feet to a point; Thence South 11 degrees 33 minutes 13 seconds West a distance of 227.37 feet to a point; Thence South 24 degrees 23 minutes 08 seconds West a distance of 206.0 feet to a point; Thence South 42 degrees 02 minutes 55 seconds West a distance of 161.92 feet to a point; Thence leaving the centerline of Troublesome Creek and following along the western 100 foot right of way of Southern Railroad Company in a southern direction a distance of 315 feet to point on the land lot line of Land Lots 218 and 219; Thence West along

said land lot line 790 feet to the intersection of Land Lots 198, 199, 218, and 219; Thence west along the land lot line of Land Lots 198 and 199 to the intersection of Land Lots 186, 187, 198 and 199; said point being the True Point of Beginning. Less and except the right of way along Seven Forks Road. Said property contains 1090.66 acres more or less. This excludes the area inside the right of ways of Jordan Hill Road and Seven Forks Road.

Property Description Tax Parcel 8K

Commencing at the intersection of Land Lots 167, 168, 185 and 186 of the Third District of Spalding County, Georgia; Thence West for a distance of 40 feet to a point on the Western 80 foot right of way of Jordan Hill Road; said point being the True Point of Beginning; Thence leaving said right of way North 89 degrees 04 minutes 15 seconds West for a distance of 1279.70 feet to a point; Thence North 01 degree 43 minutes 36 seconds East for a distance of 390.49 feet to a point; Thence North 77 degrees 19 minutes 35 seconds East for a distance of 1299.61 feet to a point on the western 80 foot right of way of Jordan Hill Road; Thence along said right of way South 0 degrees 00 minutes 55 seconds West for a distance of 696.20 feet to a point; said point being the True Point of Beginning. Said tract contains 15.87 acres.

From “R-1, Single Family Residential Low Density, and AR-1, Agricultural and Residential” to “PDD, Planned Development District” District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

For the property subject to this zoning action:

In general, the R-1, R-2, and R-4 zoning districts require the minimum standards as follows: 1,750 heated square feet in the R-1 district, 1,500 heated square feet in the R-4 district, and 1,400 heated square feet in the R-2 district. The R-3 district, at the time of application, minimum space was 600 square feet with maximum density of 10 units per acre.

Relative to zoning by pods, the pods are defined on areas shown on the concept plan/concept plat, more particularly defined as concept plan/concept plat submitted for review to the Spalding County Community Development Department dated November 15, 2002.

A. Zoning by Pods:

1. The following Pods shall be developed consistent with the requirements of **R-4** zoning district with the additional conditions prescribed in Section C and D of these conditions:

Pods B, C, E, I, O, P, and Q

Be it further conditioned that for Pods B, C, E, I, O, P and Q as delineated in the concept plan of November 15, 2002 as submitted by the applicant, that the minimum heated square footage shall be 1,500 for fifty percent (50%) of dwellings constructed per pod, with the remaining fifty percent (50%) having a minimum heated square footage of 1,750.

2. The following Pods shall be developed consistent with the requirements of **R-2** zoning district with the additional conditions prescribed in Section C and D of these conditions, and if the special exception for zero lot line design is granted, Section B should be followed similarly:

Pods A, D, F, G, L, and R

3. The following Pods shall be developed consistent with the requirements of **R-1** zoning district with the additional conditions prescribed in Section C and D of these conditions:

Pods H, J, K, M, and N

4. The following Pods shall be developed consistent with the requirements of **R-3** zoning district with the additional conditions prescribed in Section B and C of these conditions:

Pod T

5. The following Pods shall be developed consistent with the requirements of **C-1** zoning district:

Pods V, W, X, and Y

6. The following Pods shall be developed consistent with the requirements of **C-1A** zoning district:

Pods Z, AA, BB, and CC

7. The following statement will apply to each of the above stated pod classifications:

“...however, notwithstanding, the fact the development incentives contained within the planned development ordinance may apply to that pod subject to the satisfaction of those development incentive requirements.”

B. Age Restrictions for Active Adult Community and Zero Lot Line Pods:

For all development in the subject tract that is deemed to be Active Adult Community and Zero Lot Line Pods shall comply as follows:

- Compliance with all State and Federal laws regarding age restrictions shall be adhered to.
- At least 80% of the occupied units must be occupied by at least one person aged 55 or older. The community must publish and adhere to policies and procedures demonstrating the intent required under the statute. The housing facility or community must comply with rules issued by U.S. Federal Department of Housing and Urban Development for verification of occupancy.

C. Subdivision Design Criteria:

1. A phased tree study showing all specimen trees or larger on site. The phases should be as follows – Phase I: A tree study should be performed in the proposed roadways to determine if slight alterations to the design of the roads could save specimen trees. Phase II: A tree study should be performed on individual lot or sites (commercial and multi-family) to determine the location of specimen trees. Propose tree save areas shall also be indicated in accordance with the County’s Tree Preservation Ordinance.
2. Provide Streetscape plan with the following components: Streetlights (decorative) and tree planting plans for both sides of the street. Trees should be planted at 50-foot intervals. Trees shall be hardwood species, with a minimum 2-inch caliper.
3. Tree cutting shall be limited to the areas on each lot needed for construction.
4. Applicant shall meet with the Administrative Officer regarding design criteria for cul-de-sacs, closes, and other dead end streets in an effort to eliminate such deed end streets and promote interconnectivity of existing and proposed roads.
5. Eighty (80%) percent of the lots shall be no more than 500 feet from a greenspace area.
6. Applicant shall meet with the Administrative Officer regarding lots backing onto the lake. Scenic vistas should be preserved for the entire development to enjoy that might be deemed as permissive.
7. Front setback should be a maximum of 25 feet and a minimum of 15 feet on zero lot line pods.
8. All front and side yards shall be sodded.

D. Architectural Standards for Single Family Residential Units

- A. Homes with a basement or crawlspace shall be provided that no concrete block or unfinished concrete shall be exposed to view.
- B. A minimum of 50% of the homes shall contain a brick, stone, or masonry stucco accent or façade.
- C. No vinyl siding shall be allowed.
- D. All asphalt/fiberglass shingles used shall be architectural shingles.
- E. The minimum roof pitch for all structures shall be 6:12.
- F. Cantilevered chimneys are not permitted.
- G. Wooden porches shall be painted or stained. Wooden decks shall be painted or stained if they back up to greenspace areas.
- H. Mailboxes shall be coordinated and uniform within the neighborhoods.
- I. No chain link fencing permitted unless it is vinyl coated.
- J. Freestanding dog pens shall not be permitted.
- K. Accessory structures shall match the style and materials of the primary home.
- L. Recreational vehicles shall not be stored between the street and the front building line of any home.

All zoning of the properties described herein, including any conditions above are set as the minimum requirements as of the date of the adoption of the amendment of the zoning map requested by the

applicant with the sole exception of Pods rezoned to the R-3 classification, which shall be tied to the minimum requirements as provided for as of the date of application for the subject zoning. Such limitations include, but are not limited to lot size, required building setback, density, minimum frontage and minimum lot width.

Furthermore, property delineated on the concept plan as proposed lake 197.08 acres, more or less, that the proposed lake site is delineated on the zoning plan supplied to the Planning Commission dated November 7, 2002 shall be zoned as Planned Development/Planned Lodge and Recreation Development with the following uses: greenspace, golf course, and/or lake as well as directly associated clubhouse facilities.

For all areas of this subject zoning that when developments are adjacent or backup to farm land or undeveloped land, land with uses associated with the AR-1 district as the AR-1 district is defined as of the date of rezoning, there shall be a 50 foot buffer between development on the subject tract and those adjacent properties with farm land or other undeveloped uses consistent with the AR-1 zoning district as of the date of this subject tract rezoning.

Additionally: The Applicant shall provide for the signalization of (1) Baptist Camp/Jordan Hill/Spring Lake intersection and (2) the Teamon Road/Spring Lake/Smoak Road entrance area [with cost baselines in 2002 dollars with costs stepped-up annually using the prevailing Consumer Price Index (CPI)], as well as accel/decel lanes where needed on Teamon and Jordan Hill Roads.

The Applicant concurs that the concept plan submitted is predicated upon the construction of a tertiary-level wastewater treatment plant (WWTP), the construction of which shall be performed according to standards and specifications of the Georgia Department of Natural Resources, Environmental Protection Division.

The Applicant agrees to make application to the Spalding County Board of Commissioners for the subsequent creation of an Animal Restraint District for the area subject to this zoning action. The Animal Restraint District shall be created effective July 1, 2005.

Section 3

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On December 2, 2002, by official action of the Board of Commissioners of Spalding County, Georgia the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being Land Lots 168, 169, 183, 184, 185, 186, 199, 200, 218 of the Third District of Spalding County, Georgia, located on Jordan Hill Road, zoned PDD, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

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.

- **Application #02-29AZ:** Frank Towers Rice, Jr. and Kathryn Kinder Rice, Etal, Owners—Minerva Properties, L.L.P., Agent – Teamon Road and Smoak Road (198 acres located in Land Lot(s) 217, 231, and 232 of the 3rd Land District) – requesting a rezoning from AR-1, Agricultural and Residential, to PDD, Planned Development District, conditional.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.

**APPLICATION OF FRANK TOWERS RICE, JR. &
KATHRYN KINDER RICE, ETAL
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY,
GEORGIA;**

REZONING APPLICATION 02-29AZ

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “AR-1, Agricultural and Residential;”

WHEREAS, Frank Towers Rice, Jr. and Kathryn Kinder Rice, Etal, applicant, applied for a change in zoning classification to be applied to the within described property to “PDD, Planned Development District;”

WHEREAS, such application was filed with Spalding County, Georgia on September 26, 2002;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on November 21, 2002, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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 and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

Property Description
Tax Parcel 16L

All that tract or parcel of land lying and being in Land Lot 217, 231 and 232 of the Third District Spalding County, Georgia and being more particularly described as follows;

Beginning at a point at the intersection of the Southwestern right of way of Teamon Road and the Northwestern right of way of Smoak Road; said point being the True Point of Beginning; Thence along the Northwestern right of way of Smoak Road South 52 degrees 53 minutes 51 seconds West for a distance of 207.40 feet to a point; Thence along a curve to the left having a radius of 1011.00 and an arc length of 524.88, being subtended by a chord of South 27 degrees 58 minutes 46 seconds West for a distance of 519.00 to a point; Thence South 09 degrees 58 minutes 57 seconds West for a distance of 799.02 feet to a point; Thence leaving said right of way North 32 degrees 18 minutes 55 seconds West for a distance of 135.14 feet to a point; Thence

North 55 degrees 02 minutes 42 seconds for a distance of 102.19 feet to a point; Thence North 86 degrees 14 minutes 08 seconds West for a distance of 213.10 feet to a point; Thence South 89 degrees 52 minutes 15 seconds West for a distance of 538.31 feet to a point; Thence North 88 degrees 37 minutes 01 second West for a distance of 2084.69 feet to a point; Thence North 00 degrees 57 minutes 20 East for a distance of 2784.57 feet to point; Thence South 88 degrees 34 minutes 55 seconds East for a distance of 2522.83 feet to point on the Southwestern right of way of Tea man Road; Thence along said right of way along a curve to the right having a radius of 1850.25 and an arc length of 364.36 feet, being subtended by a chord of South 35 degrees 40 minutes 23 seconds East for a distance of 363.78 feet ; Thence South 31 degrees 06 minutes 13 seconds East for a distance of 976.31 feet to a point; Thence along a curve to the right having a radius of 7087.90 and an arc length of 521.61 feet, being subtended by a chord of South 29 degrees 04 minutes 48 seconds East for a distance of 521.49 feet to a point; said point being the True Point of Beginning. Said tract contains 197.97 acres more or less.

From “AR-1, Agricultural and Residential” to “PDD, Planned Development District” District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

For the property subject to this zoning action:

In general, the R-1, R-2, and R-4 zoning districts require the minimum standards as follows: 1,750 heated square feet in the R-1 district, 1,500 heated square feet in the R-4 district, and 1,400 heated square feet in the R-2 district. The R-3 district, at the time of application, minimum space was 600 square feet with maximum density of 10 units per acre.

Relative to zoning by pods, the pods are defined on areas shown on the concept plan/concept plat, more particularly defined as concept plan/concept plat submitted for review to the Spalding County Community Development Department dated November 15, 2002.

A. Zoning by Pods:

1. The following Pods shall be developed consistent with the requirements of **R-4** zoning district with the additional conditions prescribed in Section C and D of these conditions:

Pods B, C, E, I, O, P, and Q

Be it further conditioned that for Pods B, C, E, I, O, P and Q as delineated in the concept plan of November 15, 2002 as submitted by the applicant, that the minimum heated square

footage shall be 1,500 for fifty percent (50%) of dwellings constructed per pod, with the remaining fifty percent (50%) having a minimum heated square footage of 1,750.

2. The following Pods shall be developed consistent with the requirements of **R-2** zoning district with the additional conditions prescribed in Section C and D of these conditions, and if the special exception for zero lot line design is granted, Section B should be followed similarly:

Pods A, D, F, G, L, and R

3. The following Pods shall be developed consistent with the requirements of **R-1** zoning district with the additional conditions prescribed in Section C and D of these conditions:

Pods H, J, K, M, and N

4. The following Pods shall be developed consistent with the requirements of **R-3** zoning district with the additional conditions prescribed in Section B and C of these conditions:

Pod T

5. The following Pods shall be developed consistent with the requirements of **C-1** zoning district:

Pods V, W, X, and Y

6. The following Pods shall be developed consistent with the requirements of **C-1A** zoning district:

Pods Z, AA, BB, and CC

7. The following statement will apply to each of the above stated pod classifications:

“...however, notwithstanding, the fact the development incentives contained within the planned development ordinance may apply to that pod subject to the satisfaction of those development incentive requirements.”

B. Age Restrictions for Active Adult Community and Zero Lot Line Pods:

For all development in the subject tract that is deemed to be Active Adult Community and Zero Lot Line Pods shall comply as follows:

- Compliance with all State and Federal laws regarding age restrictions shall be adhered to.
- At least 80% of the occupied units must be occupied by at least one person aged 55 or older. The community must publish and adhere to policies and procedures demonstrating the intent required under the statute. The housing facility or community must comply with rules issued by U.S. Federal Department of Housing and Urban Development for verification of occupancy.

D. Subdivision Design Criteria:

1. A phased tree study showing all specimen trees or larger on site. The phases should be as follows – Phase I: A tree study should be performed in the proposed roadways to determine if slight alterations to the design of the roads could save specimen trees. Phase II: A tree study should be performed on individual lot or sites (commercial and multi-family) to determine the

- location of specimen trees. Propose tree save areas shall also be indicated in accordance with the County's Tree Preservation Ordinance.
2. Provide Streetscape plan with the following components: Streetlights (decorative) and tree planting plans for both sides of the street. Trees should be planted at 50-foot intervals. Trees shall be hardwood species, with a minimum 2-inch caliper.
 3. Tree cutting shall be limited to the areas on each lot needed for construction.
 4. Applicant shall meet with the Administrative Officer regarding design criteria for cul-de-sacs, closes, and other dead end streets in an effort to eliminate such dead end streets and promote interconnectivity of existing and proposed roads.
 5. Eighty (80%) percent of the lots shall be no more than 500 feet from a greenspace area.
 6. Applicant shall meet with the Administrative Officer regarding lots backing onto the lake. Scenic vistas should be preserved for the entire development to enjoy that might be deemed as permissive.
 7. Front setback should be a maximum of 25 feet and a minimum of 15 feet on zero lot line pods.
 8. All front and side yards shall be sodded.

D. Architectural Standards for Single Family Residential Units

- A. Homes with a basement or crawlspace shall be provided that no concrete block or unfinished concrete shall be exposed to view.
- B. A minimum of 50% of the homes shall contain a brick, stone, or masonry stucco accent or façade.
- C. No vinyl siding shall be allowed.
- D. All asphalt/fiberglass shingles used shall be architectural shingles.
- E. The minimum roof pitch for all structures shall be 6:12.
- F. Cantilevered chimneys are not permitted.
- G. Wooden porches shall be painted or stained. Wooden decks shall be painted or stained if they back up to greenspace areas.
- H. Mailboxes shall be coordinated and uniform within the neighborhoods.
- I. No chain link fencing permitted unless it is vinyl coated.
- J. Freestanding dog pens shall not be permitted.
- K. Accessory structures shall match the style and materials of the primary home.
- L. Recreational vehicles shall not be stored between the street and the front building line of any home.

All zoning of the properties described herein, including any conditions above are set as the minimum requirements as of the date of the adoption of the amendment of the zoning map requested by the applicant with the sole exception of Pods rezoned to the R-3 classification, which shall be tied to the minimum requirements as provided for as of the date of application for the subject zoning. Such

limitations include, but are not limited to lot size, required building setback, density, minimum frontage and minimum lot width.

Furthermore, property delineated on the concept plan as proposed lake 197.08 acres, more or less, that the proposed lake site is delineated on the zoning plan supplied to the Planning Commission dated November 7, 2002 shall be zoned as Planned Development/Planned Lodge and Recreation Development with the following uses: greenspace, golf course, and/or lake as well as directly associated clubhouse facilities.

For all areas of this subject zoning that when developments are adjacent or backup to farm land or undeveloped land, land with uses associated with the AR-1 district as the AR-1 district is defined as of the date of rezoning, there shall be a 50 foot buffer between development on the subject tract and those adjacent properties with farm land or other undeveloped uses consistent with the AR-1 zoning district as of the date of this subject tract rezoning.

Additionally: The Applicant shall provide for the signalization of (1) Baptist Camp/Jordan Hill/Spring Lake intersection and (2) the Teamon Road/Spring Lake/Smoak Road entrance area [with cost baselines in 2002 dollars with costs stepped-up annually using the prevailing Consumer Price Index (CPI)], as well as accel/decel lanes where needed on Teamon and Jordan Hill Roads.

The Applicant concurs that the concept plan submitted is predicated upon the construction of a tertiary-level wastewater treatment plant (WWTP), the construction of which shall be performed according to standards and specifications of the Georgia Department of Natural Resources, Environmental Protection Division.

The Applicant agrees to make application to the Spalding County Board of Commissioners for the subsequent creation of an Animal Restraint District for the area subject to this zoning action. The Animal Restraint District shall be created effective July 1, 2005.

Section 3

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On December 2, 2002, by official action of the Board of Commissioners of Spalding County, Georgia the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 217, 231 and 232 of the Third District Spalding County, Georgia located on Teamon Road and Smoak Road, zoned PDD, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

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.

XI. NEW BUSINESS

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

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia

COUNTY OF Spalding

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

W I T N E S S E T H:

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

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

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

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

-1-

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

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Three Hundred Thirty-Nine Dollars and eighty-six cents (\$1,339.86) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2002, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2003, or until this contract is sooner terminated as hereinafter provided.

-3-

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

-4-

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

-5-

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

If to the Municipality, address to:

City of Orchard Hill
P. O. Box 448
Orchard Hill, Georgia 30266

If to the County, address to:

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

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

2. Consider request from the Griffin-Spalding County Hospital Authority to approve allocated funds for projects for Year 2003. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following projects for Year 2003 were unanimously approved by a vote of 5-0.*

Spalding County Board of Health (prescription drugs)	28,000
Spalding County Board of Health (flu shots)	18,000
Spalding County Board of Health (Dental Program)	110,000
City of Griffin Police Department DARE Program	7,000

3. Consider Local Government Project Agreement with Department of Transportation for Passing Lanes SR 155 Northbound Project. To make and relocate all utility relocations would cost the County \$279,350 of which the water relocation is the majority. This project is allocated out of SPLOST funds. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel Local Government Project Agreement was unanimously approved by a vote of 5-0.*

4. Consider amendment to the Pay and Classification Plan to provide for an Environmental Resources Coordinator. This position is to handle the NPDES Phase II federal mandate and the proposed pay grade is Grade 27 with a salary range of \$34,403 - \$51,072. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the new position was unanimously approved by a vote of 5-0.*

5. Consider Dental Services Contract for Spalding County C.I. and Sheriff's Department with Southern Health Partners, Inc. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the following Contract was unanimously approved by a vote of 5-0.*

SOUTHERN HEALTH PARTNERS INC.

DENTAL SERVICES AGREEMENT

THIS AGREEMENT between Spalding County, Georgia (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 2nd day of December, 2002. Services under this Agreement shall commence on December 2, 2002 and shall continue through December 2, 2003, in accordance with section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary dental care for inmates of the Spalding County Correctional Institute facilities (hereinafter called "CI") and the Spalding County Detention facilities (hereinafter called "Jail") and,

WHEREAS, County desires to provide for dental care to inmates in accordance with applicable law; and,

WHEREAS, the County which provides funding as approved by the County Board of Commissioners for the CI and Jail desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional dental care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: DENTAL CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of routine dental services to inmates of CI and Jail. This care is to be delivered only to individuals referred by County for such care, and who are under the custody and control of County at the CI and Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of Services. SHP will provide services only to the specific inmates referred to SHP for dental care, and only for the specific procedures approved by County. SHP is not generally responsible for any inmate's dental or health care, nor the inmates condition. SHP will create a dental record of the services provided in conjunction with the exam and treatment. SHP may recommend the need for specialty dental care, e.g., oral surgery, periodontist, etc., but will not be responsible for obtaining the care. The inmate will not be advised as to when follow-up care by SHP will be provided.

1.3 Mobile Unit. Dental services provided under this Agreement will be performed in a mobile dental unit operated by SHP inside the facility's secure perimeter.

1.4 Inmates Outside the Facilities. The dental care services covered by this Agreement are intended only for those inmates in the actual physical custody of the CI and Jail.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide the professional dental staff reasonably necessary for the rendering of dental care services to inmates at the CI and Jail as described in and required by this Agreement.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Georgia law.

2.3 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain dental care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these dental care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of dentistry. SHP will not exercise control over the manner or means by which these independent contractors perform their professional dental duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all dental professionals, SHP shall provide County proof, if requested, that there is in effect a professional liability or dental malpractice insurance policy, as the case may be, in an amount of at least five hundred thousand dollars (\$500,000) coverage per occurrence and one million dollars (\$1,000,000) aggregate.

2.4 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Dental Records. SHP shall maintain an accurate dental record for each inmate who receives dental care services. Each record will be maintained in accordance with applicable laws and County's policies and procedures. Dental records shall be kept confidential. Subject to applicable state and federal law regarding confidentiality of such records, SHP shall comply with County's policy with regard to access by inmates and CI and Jail staff to dental records. No information contained in the dental records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. County shall provide SHP with reasonable ongoing access to all dental records even after the termination of this Agreement for the purposes of defending litigation. SHP recognizes that dental records no longer in County's control will have to be obtained from the Georgia Department of Corrections.

3.2 Inmate Information. Subject to the applicable Georgia law, in order to assist SHP in providing the best possible dental care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.3 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of dental care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and will remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of dental care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.4 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide SHP, at SHP's request, County's records relating to the provision of dental care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate dental records as are maintained by County or outside dental care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such

information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the dental care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

ARTICLE V: ON-SITE SERVICE LOCATION

5.1 General. County agrees to provide SHP with reasonable and adequate parking space for the dental unit in a secure location.

5.2 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving dental care services the same services and facilities available to, and/or provided to, other inmates referred to SHP for dental care.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on December 2, 2002. The initial term of this Agreement shall end on December 2, 2003, and may be extended for additional one-year terms, if mutually agreeable to both parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon thirty (30) days prior written notice in accordance with Section 9.3 of this Agreement.

- (c) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Spalding County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6.3 Responsibility for Inmate Dental Care. Upon termination of this Agreement, all responsibility for providing dental care services to all inmates will be transferred from SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Pricing of Dental Services. County will pay SHP for services provided under this agreement according to Exhibit A, attached this agreement. SHP will provide a listing of the procedures actually performed following each visit. County agrees to pay SHP prior to the thirtieth day of the month following the month in which services are rendered.

7.2 Price Changes. The prices listed in Exhibit A hereto may be adjusted from time to time. SHP agrees to hold prices firm for a 6 month period from the beginning of this agreement and for any subsequent changes. SHP also agrees that any changes will not exceed 3%. County will be notified at least 30 days in advance of any increase in these prices.

7.3 Inmates From Other Jurisdictions. County hereby guarantees payment for services provided under this agreement to any inmate referred by CI and Jail, regardless of any agreement between such inmate and County providing for inmate's responsibility to pay. If any such inmate should not pay for the services rendered, then County will pay for such services.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. In the event that the coverage changes, SHP will notify County in writing. SHP will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. SHP shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's dental care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising from dental care services conducted by SHP, it being the express understanding of the parties hereto that SHP shall provide the actual dental care services to inmates referred for those services. The County shall promptly notify SHP of any incident, claim, grievance or lawsuit of which the County becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law.

County does hereby agree to indemnify and hold harmless SHP, its agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the County or their servants, agents or employees.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide dental care to inmates at the Spalding County CI and Spalding County Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- (a) County: Spalding County Manager
P. O. Box 1087
Griffin, GA 30224

- (b) SHP: Jeffrey A. Reasons, President
Southern Health Partners, Inc.
3712 Ringgold Road, #364
Chattanooga, TN 37412
Email: info@southerndentalpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of dental care to inmates at the CI and Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Spalding County Warden or his/her designee and the Spalding County Sheriff or his/her designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

SOUTHERN HEALTH PARTNERS INC.

EXHIBIT A

DENTAL FEE SCHEDULE

Basic Dental Exam including x-rays.....	\$ 52.00
Basic Dental Exam including x-rays and one tooth extraction.....	\$119.00
*Each additional tooth extracted during the same visit.....	\$ 71.00
Basic Dental Exam including x-rays and a sedative filling of one tooth..	\$ 75.00
Basic Dental Exam including x-rays and a permanent filling of one tooth ...	\$133.00
Each additional tooth filled during the same or subsequent visit .	\$ 81.00
Basic Dental Exam including x-rays and a cleaning.....	\$114.00

*If a patient is asked to return for an additional extraction on a subsequent visit, the charge will be..... \$ 71.00

No charge will be made for any patient seen on a subsequent visit due to complications with the initial visit.

If a patient is seen on a subsequent visit due to a dental problem not identified at the time of the initial visit, the patient will be treated as a new patient and charged accordingly.

All service fees include any prescription medication ordered.

A MINIMUM OF 3 PATIENTS ARE REQUIRED FOR A SERVICE CALL

SHP’S Contact for services is:

**Bill Alexander
Director, Customer Support
404-284-7145**

6. Consider Water Rate Schedule as recommended by the Spalding County Water & Sewerage Facilities Authority. *Upon motion by Commissioner Massengale, seconded by Commissioner Morrow the following water rate schedule recommended by Spalding County Water & Sewerage Facilities Authority effective January 1, 2003 was unanimously approved by a vote of 5-0.*

0-10,000 gallons - \$2.95 per 1,000 gallons
Over 10,000 gallons - \$3.65 per 1,000 gallons

7. Consider authorizing the Planning Commission to process adoption of Zoning Map in digital form. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Zoning Map in digital form as presented was unanimously approved by a vote of 5-0.*

XII. REPORT OF COUNTY MANAGER

County Manager Wilson reminded the Board of the reception for the Parks and Recreation Department to honor them for the awards they won at State level, one being designated as Agency of the Year. The reception will be Thursday, December 5, 2002 at 1:30 P.M. in the

Meeting Room at the Courthouse Annex. Their awards will be on display and this would give everyone a chance to come and congratulate them on their accomplishments.

County Manager Wilson reminded the Board that the Joint Cities/County meeting to discuss SPLOST projects for the 2003 SPLOST referendum would be held Thursday, December 5, 2002 at 5:00 P.M. in the Courthouse Annex Meeting Room. Mr. David Luckie, Executive Director of Griffin-Spalding Development Authority will be present to make a presentation and request \$30.7 Million for an industrial SPLOST.

County Manager Wilson stated because of Christmas holidays the Extraordinary Session and Zoning Public Hearing will be held the same day, December 16th with the Commissioners Meeting beginning at 5:00 P.M. in lieu of 6:00 P.M. and the Zoning Public Hearing beginning at 6:00 P.M.

County Manager Wilson stated that the Mauldin & Jenkins' audit presentation is scheduled for the December 16th meeting; however, he asked if the Board would be interested in postponing this until the 1st meeting in January to allow the new commissioners to be present to vote on the audit. The Board had no problem with this audit presentation being postponed until January 6, 2003.

County Manager Wilson reminded the Board that appointments would have to be made in January and asked if they would still like for staff to send out letters to inquire if individuals, whose terms are expiring, if they would like to serve another term. The Board asked that letters be sent to post appointments asking the individuals to notify the Commissioner or Commissioner-Elect in their district and to non-post appointments asking them to notify staff.

XIII. REPORT OF COMMISSIONERS

Commissioner Kendall had no comments.

Commissioner Massengale had no comments.

Commissioner Martha McDaniel had no comments.

Commissioner Morrow made comments regarding the start up meeting of the "Friends of the Park Group". He met with Louis Greene and Regina Abbott and Angela Rooks and Ms. Abbott and Ms. Rooks are forming a "Friends of the Park" organization. Plant for the Future is going to allow this organization to piggyback on them and use their 501C. The organization will identify needs in the parks system and starting raising charitable contributions. He said that he would donate the first check to commemorate some grandchildren.

Commissioner Johnnie McDaniel asked that the community remember those of us who are going into mediation tomorrow in your prayers as this is a very serious matter.

XIV. CLOSED MEETING

Upon motion by Commissioner Morrow, seconded by Commissioner Massengale the Board voted unanimously to go into a Closed meeting to discuss the following:

1. The County Manager desires a Closed Meeting to discuss acquisition of real estate.

2. The County Attorney desires a Closed Meeting to discuss pending/potential litigation.

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

CLOSED MEETING AFFIDAVIT

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

STATE OF GEORGIA
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

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

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on December 2, 2002.

2.

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

3.

The executive session was called to order at 6:45 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Yes Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and
(insert the citation to the legal authority making the tax matter confidential)_____;

Yes Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

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

No Other (describe the exemption to the open meetings law):

_____ as
provided in (insert the citation to the legal authority
exempting the topic)_____.

This the 2nd day of December 2002.

Spalding County Board of Commissioners

Sworn to and subscribed
Before me this 2nd day of
December 2002.

Phyllis P. Doane

Notary Public

My commission expires: March 13, 2006

Johnie A. McDaniel

H. Merrill Massengale

Martha W. McDaniel

Dick Morrow

M. Michael Kendall

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Board voted unanimously to come out of Closed Meeting and go back into Open Session.

No business was transacted at this time.

XV. ADJOURNMENT

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel the meeting was unanimously adjourned at 7:00 P.M.

County Clerk

Chairman

Please send comments to webmaster@spaldingcounty.com
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