

## REGULAR MONTHLY MEETING

The Spalding County Board of Commissioners held their Regular Monthly Meeting in Room 108 in the Courthouse Annex, Monday, November 3, 2008 beginning at 6:00 o'clock p.m. with Commission Chairman Edward Goss, Jr. presiding and Commissioners Eddie Freeman, Gwen Flowers-Taylor, Johnie McDaniel, and David Phillips present. Also present were County Manager William P. Wilson, Jr., County Attorney James R. Fortune, Jr., Community Development Director Chuck Taylor, Kyri Reid, Environmental Resources Coordinator, and Executive Secretary Teresa Watson.

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

**II. INVOCATION – Commissioner Gwen Flowers-Taylor**

**III. PLEDGE TO FLAG – Led by County Attorney Fortune**

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Consider Proclamation declaring, nunc pro tunc, that Sunday, November 2, 2008, shall be declared Retired Educators Day in Spalding County, Georgia.

*Motion to approve Proclamation declaring, nunc pro tunc, that Sunday, November 2, 2008, shall be declared Retired Educators Day in Spalding County, Georgia by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0.*

### Proclamation

“Retired Educators Day”

WHEREAS, The Governor of the State of Georgia has proclaimed Sunday, November 2, 2008 to be Georgia Retired Educators Day; and

WHEREAS, There are over 72,000 retired educators in Georgia, about 16,500 of whom are members of the Georgia Retired Educators Association (GREA), who have, for over forty-nine years, returned to the state, without compensation, thousands of hours of vital volunteer service and made invaluable contributions to the welfare of their respective communities across Georgia; and

WHEREAS, Retired educators touched and influenced the lives of generations of young people, motivating and inspiring them to use their innate talents and abilities to the fullest to become responsible and contributing citizens; and

WHEREAS, It is appropriate that a day be set aside for citizens to express their thanks and convey their appreciation for the outstanding service the retired educators of Georgia have provided and continue to provide for the betterment of human lives and for society; and

WHEREAS, Local religious, civic and political organizations will recognize, and we hereby urge our citizens to recognize, the lasting contributions made and those currently being made by retired educators in this community who possess valuable knowledge and use their lifetime experiences and skills to enrich our lives in a variety of settings;

NOW THEREFORE

BE IT RESOLVED that We, the Board of Commissioners of Spalding County on this, the third day of November, 2008, do hereby declare that a copy of this proclamation be spread upon the minutes of the proceedings of this Board, reflecting that I have hereunto caused the seal of Spalding County, Georgia to be affixed, declaring, nunc pro tunc, that the second day of November, in the year of our Lord two thousand and eight, shall be considered **Retired Educators Day**.

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Chairman Goss read and presented the Proclamation to Ms. Joan Melin who accepted on behalf of Griffin-Spalding County Retired Educators.

2. Kyri Reid, Environmental Resources Coordinator, will give a brief presentation regarding changes to the erosion control regulations.

Ms. Reid, who has been with Community Development for about eight months, comes to the County from the Department of Natural Resources. She presented the revisions that NPDES (National Pollutant Discharge Elimination System) has recently implemented with regard to general permits and a brief overview of covered and exempted activities. She highlighted responsibilities of her office, timeline constraints, protocol and scope of work.

**V. PRESENTATION OF FINANCIAL STATEMENTS**

**VI. CITIZENS COMMENTS – NO REQUESTS**

**VII. PUBLIC COMMENT**

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

**VIII. MINUTES**

1. Consider approval of Minutes of the following: October 20, 2008 Extraordinary Session and October 23, 2008 Zoning Public Hearing.

*Motion to Approve Minutes of the following: October 20, 2008 Extraordinary Session and October 23, 2008 Zoning Public Hearing by Commissioner Phillips, seconded by Commissioner Flowers-Taylor, carried by a vote of 5-0.*

**VIII. CONSENT AGENDA**

1. Consider second reading of Amendment to the Official Zoning Map of the following:-  
**Application #08-10Z:** Luke H. Evans, Owner – 1549 Ethridge Mill Road – 14.08 acres-14.08 acres – R-1 to AR-2.

APPLICATION FOR LUKE H. EVANS  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;  
REZONING APPLICATION #08-10Z

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;”

WHEREAS, Luke H. Evans, applicant, applied for a change in zoning classification to be applied to the within described property to AR-1, Agricultural and Residential;”

WHEREAS, such application was filed with Spalding County, Georgia on August 26, 2008;

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 October 23, 2008, 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:

All that tract or parcel of land lying and being in Land Lot 138 of the Second Land District, originally Monroe County, now Spalding County, Georgia, consisting of 14.08 acres and being more particularly described as follows:

BEGINNING at a point on the West boundary of Ethridge Mill Road said point being 1341.21' North of the South boundary of Land Lot 138, thence N87°24'11"W, a distance of 1015.47' to a point; thence S01°00'00"W, a distance of 697.31' to a point; thence S76°13'00"W, a distance of 508.19' to a point; thence N01°57'05"E, a distance of 116.86' to a point; thence N01°50'56"E, a distance of 329.48' to a point; thence N01°55'35"E, a distance of 550.70' to a point; thence S87°46'39"E, a distance of 1494.89' to a point on the West right-of-way of Ethridge Mill Road; thence S03°06'05"W, a distance of 72.51' to a point on the West right-of-way of Ethridge Mill Road; thence S01°43'28"W, a distance of 93.88' to a point and the TRUE POINT OF BEGINNING.

From "R-1, Single Family Residential Low Density" to "AR-2, Rural Reserve" District.

Section 2:

(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 November 3, 2008, 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 138 of the Second Land District, originally Monroe County, now Spalding County, Georgia, containing 14.08 acres, 1549 Ethridge Mill Road, zoned AR-2.

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

Section 4: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

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*Motion to approve, on second reading, Amendment to the Official Zoning Map of the following:-Application #08-10Z: Luke H. Evans, Owner – 1549 Ethridge Mill Road – 14.08 acres- 14.08 acres – R-1 to AR-2 by Commissioner McDaniel, seconded by Commissioner Phillips, carried 5-0.*

**IX. OLD BUSINESS**

1. Consider on second reading, Ordinance #2008-13, Traffic Control Devices to Amend Part VII, Section 7-1007(a) to provide for a four-way stop at the intersection of East McIntosh Road and North 9<sup>th</sup> Street.

Commissioner Flowers-Taylor advised she would like to discuss this recommendation in greater detail with Major Wendell Beam to clarify his traffic suggestion, since he did not reference any number of accidents or citations, particularly when the situation is similar to the one she unsuccessfully requested on Northside Drive as far as unobstructed views and sufficient distance requirements.

SPALDING COUNTY, GEORGIA  
FOUR-WAY STOP  
ORDINANCE NO. 2008-13

AN ORDINANCE TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR FOUR-WAY STOP INTERSECTION ON CERTAIN COUNTY ROADS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. That the Code of Spalding County, Georgia, be amended in Part VII, Chapter 1, Section 7-1007, Traffic Control Devices, paragraph (A) Four-Way Stop Intersection Designation, by adding subparagraph (22) as follows:

“(22) East McIntosh Road at North 9<sup>th</sup> Street”

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

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

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*Motion to consider, on second reading, Ordinance #2008-13, Traffic Control Devices to Amend Part VII, Section 7-1007(a) to provide for a four-way stop at the intersection of East McIntosh Road and North 9<sup>th</sup> Street by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 5-0.*

**X. NEW BUSINESS**

1. Consider request of Greg Pruitt for the release of his bond for the community septic system on his High Falls Road duplexes.

This request of Greg Pruitt for the release of his bond for the community septic system on his High Falls Road duplexes was withdrawn earlier today.

2. Consider request for UGA Griffin Campus to locate UGA Alert System at 911 Center.

Assistant Dean Gerald F. Arkin of the UGA Griffin Campus detailed particulars of the Alert System which will be coordinated from the 911 Center. Individual alerts to students via provided contact information, as well as weather alerts, will come into the 911 Center for advance notification. UGA will update all data bases, and the 911 Center will basically operate as a conduit with no 24-hour manpower requirements. They can also assist with Athens alerts for other locations for oversight and better security with emergency situations. The Athens Campus has already implemented such an alert system and has worked successfully. Testing is generally done twice per year with new students in the fall semester and one other agreed-upon time.

*Motion to request for UGA Griffin Campus to locate UGA Alert System at 911 Center, with UGA supplying all computer equipment and alarm systems, by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0.*

3. Consider approval of Griffin-Spalding County Hospital Authority Grants for the year 2009.

*Motion to approve the Griffin-Spalding County Hospital Authority Grants for the year 2009, by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0 for projects as follows:*

<i>Spalding County Board of Health (flu shots)</i>	<i>\$ 26,500</i>
<i>Spalding County Board of Health (Children's Dental)</i>	<i>150,000</i>
<i>Spalding County Board of Health (Adult Dental)</i>	<i>35,000</i>
<i>Spalding County Board of Health (Medical Clinic)</i>	<i>243,500</i>
<i>City of Griffin Fire Department (Health, Safety &amp; Fitness)</i>	<i>2,000</i>
<i>City of Griffin Police Department (Explorer Post)</i>	<i>3,500</i>

4. Consider ratification of amended Lease Agreement with City of Griffin for Volunteer Park, Watkins Field, Gymnasium, Beck Field, and Skate Park, originally approved by County on May 19, 2008.

Commissioner Flowers-Taylor was advised these properties are shown as insured on the property schedule for the County, just as previously.

LEASE AGREEMENT

STATE OF GEORGIA,  
COUNTY OF SPALDING,

THIS LEASE AGREEMENT, dated November 1, 2008 is made and entered into by and between the CITY OF GRIFFIN (the "City"), a municipal corporation of the State of Georgia, as Lessor, and the COUNTY OF SPALDING, (the "County"), a political subdivision of the State of Georgia, as Lessee;

WITNESSETH:

WHEREAS, The City and the County are authorized to exercise certain governmental powers to provide organized recreational services to their citizens and agree that recreational services can best be delivered through a community-wide program and through past experience have found the County to be uniquely qualified to provide such services for all citizens of Spalding County;

WHEREAS, It is in the best interest of all citizens not to duplicate recreation programs, especially when funded through ad valorem taxation;

WHEREAS, On January 16, 1996 the City and County entered into an agreement for fifty (50) years in which the County agrees to provide organized recreational services to all residents of the City on the same or equal basis as provided to County residents. Fees charged to residents of the City and County shall be equal without regard to residence; provided, however, fees charged to non-residents of Spalding County may exceed those charged to County residents so long as the actual fees and charges are comparable for similar State or local public facilities. Spalding County agrees to undertake a recreational program for the entire County of Spalding including all municipalities therein.

NOW, THEREFORE, in consideration of the sum of (See Paragraphs A and B of Article One) paid by the Lessee to the Lessor annually on or before July 1 of each calendar year for each calendar year of the contract term, and in consideration of the premises and the mutual covenants and agreements set forth, both parties, pursuant to proper authorizing resolutions duly adopted by each respective Party, do hereby covenant and agree as follows:

ARTICLE ONE  
GRANT OF LEASE AND TERM

A. In consideration of the sum of One Dollar (\$1.00) the City hereby rents and leases to the County the real property more particularly described in Schedule "A" (Volunteer Park), incorporated herein by reference and made a part of the agreement for and during a term of ten (10) years, beginning on November 1, 2008, and ending on December 31, 2018, subject to the right and option of the City to terminate the lease of the Schedule "A" property, or any

portion or portions thereof, at a time and date desired and specified by the City, upon first giving written notice to the County (by the City), at least twelve (12) months in advance of the termination date desired and specified by the City, and the County shall surrender and deliver the full and use and possession of such property on the date as desired, and as so specified by the City, and such specified property shall not thereafter be subject to the terms and provisions of this Lease Agreement.

B. In consideration of the sum of one dollar (\$1.00), the City hereby rents and leases to the County the real property more particularly described in Schedule "B" (Watkins Field, Gymnasium, Beck Field and the property west of and adjacent to the Gymnasium, commonly referred to as the Skate Park), incorporated by reference and made a part of this agreement for and during the term of ten (10) years, beginning on November 1, 2008 and ending on December 31, 2018.

## ARTICLE TWO USE OF PREMISES

The County agrees that in its use and occupancy of any and all property leased, it will at all times comply with all applicable sanitary and safety laws, rules and regulations, and that it will commit no nuisance and shall use the property for recreational purposes only. The County further agrees that during the term of this agreement it will keep the property and the facilities thereon and appurtenances thereunto belonging in good repair at its own cost. Specifically, the lessee will be responsible for maintenance and operation as well as improvements and supplies for both fields, fences, scoreboards, dugouts, storage buildings, bleachers and its adjacent spectator area. The lessee agrees to pay all utilities for all locations during said lease term. All proposed improvements to facilities located within Schedules "A" and "B" shall be presented to the City in writing for consideration.

## ARTICLE THREE INSURANCE

A. Upon the date of this agreement, and thereafter throughout the respective terms of this agreement, the County agrees to keep, or cause to be kept, any buildings, gymnasiums, restroom facilities, refreshment stands, storage buildings and other facilities and other improvements on the leased property insured against loss or damage by fire with the Uniform Standard Extended Coverage Endorsement or other contracts of insurance covering perils of windstorm, hail, explosion, riots civil commotion, aircraft, vehicles and smoke (except as limited in the present Uniform Standard Extended Coverage Endorsement) and such other casualties and events as may be provided for under the Uniform Standard Coverage. For all existing structures and improvements in which the City has an equity interest; the County shall maintain fire and extended coverage insurance in an amount not less than the current market value or the current replacement value and to pay the premiums thereon. During the term of this agreement, and any applicable limitation period thereafter during which a suit or claim can be brought in a court of competent jurisdiction, the County agrees to indemnify and hold the City harmless from any and all liability arising from the use of the subject property under the terms and conditions of this lease agreement. *All* such insurance policies shall be in companies licensed to transact business in the State of Georgia or an Interlocal Risk Management agency of which the County may be a participant, full comprehensive liability coverage, naming the City as an additional insured, in such amounts as may be Reasonably available. Each policy shall be written or endorsed as to make losses, if any, payable to the County and the City, as their interests may appear. The County shall furnish to the City a certificate or duplicate copy of each policy of insurance.

B. In case the County neglects to insure or keep insured the improvements, buildings or structures as herein provided, or shall neglect to procure or pay for any policies of insurance or renewals thereof, the City shall have the right to procure such insurance and require repayment by the County, but the County shall not also be obligated to procure or renew such insurance purchased and obtained by the City, however the amount paid by the City shall be reimbursed to the City by the County.

C. Neither the City nor the County shall authorize or agree to the compromise or settlement of any insurance claims without the written consent of the other.

## ARTICLE FOUR DAMAGE OR DESTRUCTION OF LEASED PREMISES

A. If the leased premises or any portion is damaged or destroyed (partially or totally) by fire, flood, windstorm, or other casualty at any time during the term of this agreement, the total amount collected under any and all policies of insurance covering such casualty shall be received and held by the County in a special fund. The City shall, at its option, request and direct the County to use such special fund to pay the cost of repairing or restoring the leased premises to the condition existing immediately prior to such damage or destruction or to such other condition as may be agreed upon by the City and the County.

B. If the City exercises its right under paragraph "A" of this Article, all payments shall be made only for the repairs or reconstruction of the buildings or improvements and the City, may at its election, require a certification by an architect or engineer, such certificate to certify that the reconstruction or repairs have resulted in the restoration of the premises to the condition existing immediately prior to the damage or destruction or to a condition acceptable to the City.

ARTICLE FIVE  
INDEMNIFICATION OF CITY

A. The County covenants that at all times it will protect and hold the City harmless against claims for losses, damage or injury, including death or injury to the person or persons or damage to the property of others resulting from a wrongful or negligent act or default of the County, its officers, agents, commissioners, employees, invitees or licensees in, on or about the leased premises, including the driveways, parking areas, sidewalks and roadways thereof, or for any violation by the County of the terms of this agreement. It is expressly understood by the parties that the County does not waive any or all of its rights to governmental immunity from direct or indirect claims arising out of this agreement, or its interest in the leased premises created by this instrument, or in any of the activities in connection with the use and occupancy of the leased premises. Nothing in this agreement shall be construed to establish a waiver of such governmental immunity of the County.

B. The parties covenant and agree that the liability of the city, its officers, agents, Commissioners, employees, invitees or licensees is absolutely *limited* to the City's interest in the property described herein and the City's rights under this lease.

ARTICLE SIX  
ASSIGNMENTS

The County agrees that they shall not assign this lease, or any portion, or sub-lease any one or more of the tracts of land or portions thereof

ARTICLE SEVEN  
NOTICES

A. All notices, demands, consents, approvals, and requests required to be given by either party to the other shall be in writing and shall be deemed to have been properly given when mailed postage prepaid, by registered or certified mail, and by depositing of the same in a duly constituted United States Post Office Box in a sealed envelope addressed as follows:

If intended for the County:

Spalding County  
Board of Commissioners  
Spalding County Courthouse Annex  
P. O. Box 1087  
119 East Solomon Street  
Griffin, GA 30224

If intended for the City:

City of Griffin  
Board of Commissioners  
P. O. Box T  
One Griffin Center  
100 South Hill Street  
Griffin, Georgia 30224

B. Either party may change its address to which subsequent notices are to be sent to, but any such notice of such change, as sent by mail, shall not be effective until the fifth day after it is mailed to the other party.

ARTICLE EIGHT  
RECORDING

This Agreement, or a short form acceptable to both parties, and every assignment or modification may be recorded in the Office of the Clerk of the Superior Court of Spalding County, Georgia, or in such other office as may at the time be provided by law as the proper place for recordation of a deed conveying real property.

ARTICLE NINE  
CONSTRUCTION OF AGREEMENT

A. This Agreement and the rights and obligations of the parties shall be governed, construed and interpreted according to the laws of the State of Georgia.

B. This Agreement is a lease for ten years beginning November 1, 2008 through December 31, 2018.

C. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

D. The City and the County enter into this Agreement with full knowledge of the statutory powers, rights, duties and responsibilities (and limitations) of each party and it is not the intent of either party to covenant and agree as to any matters, or to any degree, which exceeds the lawful rights, powers and responsibilities of the respective parties.

E. The provisions of this Agreement shall be binding upon and to the benefit of the parties, their successors and assigns.

F. Where the content requires, the agreement of the parties shall continue and be enforceable following the expiration or termination of *this* lease for any purposes.

This Agreement imposes obligations upon the parties, but is not intended to impose obligations upon any other party of any nature whatsoever. Further, all obligations imposed herein create no rights in any other party than the parties to this agreement, and the agreement is to be strictly construed as establishing obligations only between the City and the County which create no rights or interest in any other party.

ARTICLE TEN  
CAPTIONS

A. The captions or headings in This Agreement are for convenience of reference only and in no way define, limit, expand or describe the scope or intent of any provisions of this Agreement.

IN WITNESS WHEREOF, the City and the County each being authorized by valid and subsisting resolutions duly adopted, have caused this Agreement to be executed and delivered as of the day and year first above written.

SCHEDULE A  
VOLUNTEER PARK

All that tract of land lying and being in Lend Lot 112 of the 2nd Land District, originally Monroe County, now City of Griffin, Spalding County, Georgia, containing 13.182 acres, as the same is shown on a certain April 20, 1979 plat of survey prepared for the Board of Regents of the University System of Georgia by Kenneth Edward Presley, Georgia Registered Lend Surveyor No. 1327, a copy of which is recorded in plat Book , page \_\_ in the office of the Clerk of the Superior Court of Spalding County, Georgia, and a copy of which is on file at the Special Services Division of the Secretary of State's Office, Atlanta, Georgia, and incorporated herein, and by this reference made a part hereof, and being more particularly described from said plat as follows:;

BEGINNING at a found concrete monument located at the point formed by the intersection of the northern right-of-way line of Flynt Street (said Flynt Street having a 50-foot wide right-of-way) and the eastern right-of-way line of Spalding Street (said Spalding Street having a 50-foot wide right-of-way); thence running in a northerly direction along the eastern right-of-way line of Spalding Street north 0 degrees 28 minutes 28 seconds east a distance of 894.97 feet to a concrete monument; thence running in a northeasterly direction north 51 degrees 55 minutes east a distance of 38.95 feet to a concrete monument; thence running in an easterly direction along the southern right-of-way line of Water Works Street (said Water Works Street having a 50-foot wide right-of-way) north 90 degrees 00 minutes 00 seconds east a distance of 534.4 feet to a concrete monument; thence running in a southerly direction south 07 degrees 21 minutes 29 seconds east a distance of 919.22 feet to a concrete monument; thence running in a westerly direction along the northern right-of-way line of Flynt Street south 89 degrees 23 minutes 34 seconds west a distance of 690.23 feet to a found concrete monument and marking the POINT OF BEGINNING.

(The foregoing Schedule "A" is attached to, and hereby made a part of, the foregoing Lease Agreement' by and between the City of Griffin, as Lessor, and the County of Spalding', as Lessee.)

#### SCHEDULE B WATKINS FIELD

TRACT ONE: All that tract or parcel of land lying and being in the City of Griffin, and in Land Lot 142 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 3.04 acres, more or less, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the centerline of the Main Entrance Drive to the City Park and the centerline extended of the Community Center Entrance Drive; thence south 13 degrees 56 minutes 44 seconds west a distance of 110.73 feet to an iron pin set, said iron pin set being the Point of Beginning; thence south 73 degrees 52 minutes 56 seconds east a distance of 268.09 feet to an iron pin set; thence 365.73 feet along the arc of a curve to the right, said curve having a radius of 440.88 feet and chord bearing of south 12 degrees 26 minutes 47 seconds east and chord length of 355.33 feet to a nail set; thence north 88 degrees 54 minutes 36 seconds west a distance of 357.00 feet to an iron pin set; thence north 03 degrees 37 minutes 56 seconds west a distance of 324.84 feet to an iron pin set; thence north 25 degrees 37 minutes 34 seconds east a distance of 110.30 feet to the Point of Beginning.

#### GYMNASIUM

TRACT TWO: All that tract or parcel of land lying and being in the City of Griffin and in Land Lot 142 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 0.56 acres, more or less, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the centerline of the Main Entrance Drive to the City Park and the centerline extended of the Community Center Entrance Drive; thence south 12 degrees 26 minutes 12 seconds east a distance of 588.36 feet to an iron pin set, said iron pin set being the Point of Beginning; thence south 89 degrees 58 minutes 18 seconds east a distance of 173.66 feet to a nail set; thence south 00 degrees 06 minutes 48 seconds west, a distance of 142.12 feet to a nail set; thence north 88 degrees 51 minutes 58 seconds west a distance of 175.51 feet to an iron pin set; thence north 00 degrees 51 minutes 53 seconds east a distance of 138.75 feet to the Point of Beginning.

#### BECK FIELD

TRACT THREE: All that tract or parcel of land lying and being in the City of Griffin and in Land Lot 142 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 2.03 acres, more or less, and being more particularly described as follows:

To find the Point of Beginning, commence at the intersection of the centerline of the Main Entrance Drive to the City Park and the centerline extended of the Community Center Entrance Drive; thence south 08 degrees 51 minutes 34 seconds west a distance of 773.83 feet to an iron pin set, said iron pin set being the Point of Beginning; thence south 89 degrees 23

minutes 47 seconds east a distance of 236.17 feet to an iron pin set; thence south 63 degrees 39 minutes 06 seconds east a distance of 98.59 feet to an iron pin set; thence 470.94 feet along the arc of a curve to the right, said curve having a radius of 236.33 feet and a chord bearing of south 47 degrees 24 minutes 03 seconds west and a chord length of 396.80 feet to an iron pin set; thence 153.59 feet along the arc of a curve to the right, said curve having a radius of 436.26 feet and a chord bearing of north 11 degrees 08 minutes 42 seconds west and a chord length of 152.80 feet to an iron pin set; thence north 01 degrees 00 minutes 02 seconds west a distance of 164.93 feet to the Point of Beginning,

(NOTE: Attached hereto on sheet three of this Schedule "B" is a copy of the Plat of Survey, marked: "EXHIBIT-A", showing metes and bounds of "Watkins Field" and the "Gymnasium" Tract and "Beck Field" at the City Park, which said Plat of Survey was made on December 3, 1993 by Stanley L. Colwell, Registered Surveyor, with the City of Griffin and is incorporated in this Schedule "B" and made a part hereof by reference.)

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*Motion to ratify amended Lease Agreement with City of Griffin for Volunteer Park, Watkins Field, Gymnasium, Beck Field, and Skate Park, originally approved by County on May 19, 2008 to specify lease of \$1.00 per year, beginning November 1, 2008, by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 5-0.*

5. Set a date for a Public Hearing to establish Street Lighting District for Landing Way Subdivision off Ellis Road.

A date of November 17, 2008 for a Public Hearing to establish Street Lighting District for Landing Way Subdivision off Ellis Road was reached by general consensus.

6. Set a date for a Work Session on Land Bank.

Mr. Wilson noted the City would like for the County to jointly apply with them for a Neighborhood Stabilization Grant to assist with funding for the Land Bank Authority, so a joint workshop with the City as suggested by Commissioner Flowers-Taylor would be viable and practical. A date of Monday, November 10, 2008 at 10:00 a.m. for a Work Session to last no longer than two hours on the Land Bank Authority was set by general consensus. The City would like to get the issue resolved during this calendar year. Frederick Gardiner and Chuck Taylor will be present at the Work Session to go over the new grant program that might assist with funding mechanisms, as December 1, 2008 is the deadline for application. This grant money is very liquid and there is no local match required at this time. The minimum grant amount is \$1,000,000. The Board of Education has been involved to some degree in the past regarding this concept but a request can be extended to them for desired participation.

## **XI. REPORT OF COUNTY MANAGER**

- When the SPLOST referendum passes tomorrow, there will need to be a Special Called Meeting on Friday, November 7, 2008 at 4 p.m. for the Board to accept results of the election. This will be required and the lateness of the meeting time is necessary. Should SPLOST not pass, the meeting will not be necessary.
- The Spalding County Fifth Street Building complex burned last Wednesday. ZSI has relocated to old City Customer Service Center on Solomon, and the Veterans Affairs Office has moved to 883 Memorial Drive Plaza. Mr. Wilson is getting estimates with regard to rebuilding the complex, but there may be some question as to whether or not rebuilding is desired. There has been some mention of an offer as part of the City of Griffin's redevelopment effort to include with their old City Hall location. Mr. Wilson advised he is not quite ready with estimates yet and is still reviewing insurance. ZSI is paying the same rent for the City Hall interim relocation as they did to the County, so the County does not have to pay out any rent to the City for their temporary offices.
- The County is now ready to use the Pauper Cemetery on Carver Road, and the next request for assistance will utilize that location instead of the City Pauper Cemetery. The property, used for both burial and cremation, has been surveyed with markers and a database will be maintained by the Coroner's Office.
- A Flood Insurance Study will be held November 20, 2008 from 4:30 p.m. to 6:00 p.m.

- AVTACS would like use of golf carts in subdivisions to save time and gasoline in the revaluation effort, but this practice is not currently allowed. Discussion followed, and the consensus was to decline such request.
- Simply Southern Tourism brought in a supply of new brochures promoting the program which did utilize hotel/motel tax monies for tourism. Commissioners were very pleased and Mr. Wilson will place them in strategic locations, such as the Welcome Center and Development Authority.
- This year's Festival of Lights will be held December 4, at 6:30 p.m. at Airport Road Park. This is always an enjoyable ushering in of the season, and everyone is cordially invited.
- ACCG is offering a copy of *Guiding Growth and Development in Georgia: A Handbook on Planning and Land Use Law and Practices*. Mr. Wilson has an edition available for viewing.
- Two enterprising employees would like to have a County-wide-employee food drive for the Food Pantry. The last time they donated their personal time to the Food Pantry, the facility was completely out of food and they are hopeful we can work to alleviate that situation. Mr. Fortune advises there is no legal issue with implementing this program as long as County funding and allocation of time is not expended. More details will be provided later.

**XII. REPORT OF COMMISSIONERS**

**Freeman**

No comments.

**Flowers-Taylor**

Commissioner Flowers-Taylor said she was really pressing the Board of Health because she is very concerned over the clinic being closed for six months. They have had a very difficult time finding a replacement for Dr. Clark and no luck with a degreed person with the right spirit has been identified. The Emergency Room at Spalding Regional is getting sick calls because care is not available at the Health Department. The Board of Health managed to do in Spalding County what most counties haven't been able to do: they saw 2065 patients over 11 months from July 2007 to June 2008 which relieved sick calls at the local ER. This service is very necessary and can afford patients a better sliding scale service in the community. Perhaps they could try to go to a PA and/or Nursing Practitioner. She has been conversing with Spalding Regional and felt this would be a very good marriage since it would benefit Tenet, as well, to have the clinic operational. Chairman Goss says many problems have contributed to the perceived failure, including state regulations.

**Phillips**

He felt the food drive is an excellent idea. Things are tightening up in the economy and this is one effort that could prove beneficial. Leftovers went last week to The Salvation Army and he concurred they are in need, as well.

**McDaniel**

No comments.

**Goss**

No comments.

**XIV. CLOSED SESSION**

1. Chairman Goss requests Closed Meeting to discuss personnel and real estate acquisition.

*Motion to Adjourn to Closed Meeting at 7:10 p.m., by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0.*

**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 November 3, 2008.

2.

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

3.

The executive session was called to order at 7:10 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:

No 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);

Yes 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 citation to the legal authority exempting the topic).

This the 3rd day of November 2008.

Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 3<sup>rd</sup> day of November 2008

Notary Public – Teresa A. Watson

My commission expires:

March 1, 2011

Edward Goss, Jr. L.S.

Gwen Flowers-Taylor L.S.

David Phillips L.S.

Eddie L. Freeman L.S.

Johnie A. McDaniel L.S.

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*Motion to Adjourn Closed Meeting and Reconvene to Open Meeting at 8:36 p.m., by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried 5-0.*

**XV. ADJOURNMENT**

*Motion to Adjourn at 8:37 p.m., by Commissioner McDaniel, seconded by Commissioner Phillips, carried by a vote of 5-0.*

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Clerk

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