

## **EXTRAORDINARY SESSION**

The Board of Commissioners of Spalding County, Georgia, held their Extraordinary Session on Monday, December 18, 2006 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Chairman Eddie L. Freeman presiding and Commissioners Cecil Davis, Gwen Flowers-Taylor, Edward Goss, Jr. and Johnie McDaniel present. Also present were County Manager William Wilson, Jr., Assistant to the County Manager Paul Van Haute, Administrative Services Director Jinna L. Garrison, County Attorney Jim Fortune and Executive Secretary Teresa Watson.

**I. OPENING (CALL TO ORDER) – Chairman Eddie L. Freeman**

**II. INVOCATION – Reverend Randy Valimont**

**III. PLEDGE TO FLAG – Led by Commissioner Johnie McDaniel**

*Commissioner Goss moved to amend the agenda to add, as item #2 under Presentations/Proclamations/Recognition, a presentation by Mr. Lanier Boatwright concerning a revision of the McIntosh Trail RDC bylaws, seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 5-0.*

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

1. Sheriff Dee Stewart and Captain Novin Darsey to present a plaque and Chairman Freeman to present a letter of commendation to Officer Terry Batchelor for heroic acts in the line of duty for the Special Operations Unit.

The letter of commendation was read and presented by Chairman Eddie Freeman. Sheriff Stewart welcomed special guests, and Captain Novin Darsey presented a plaque to Sergeant Batchelor in recognition of his act of bravery.

2. Lanier Boatwright detailed the revised McIntosh Trail RDC bylaws with regard to the number of members allocated to Spalding and other counties in the region. The Economic Development Administration of the U.S. Department of Commerce and its new secretary have required some slight changes in the 320 RDCs around the country. This change requires maintaining a simple majority of

elected officials, but now 35% of the makeup must be comprised of private sector business representatives. The McIntosh Trail RDC Board adopted this change last Thursday for all these 1-year appointments under state law. So, Spalding County/Griffin will have three elected and two representatives of private business under these new requirements. If an elected official serves, he or she cannot be counted as both elected and private sector. The minority requirement went away but Mr. Boatwright urged the Board to keep both minorities and females in the mix when they considered appointments.

**V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider Financial Statements for the Five Months Ended November 30, 2006.

*Motion to accept Financial Statements for the Five Months Ended November 30, 2006 was made by Commissioner McDaniel, seconded by Commissioner Davis, and carried 5-0.*

**VI. CITIZENS COMMENTS – N/A**

**VII. PUBLIC COMMENT**

Elaine Bolton, 839 East Maddox Road, Griffin, Georgia

In her issues with East Maddox Road, County Manager Wilson has been very prompt and responsive. Sheriff Stewart has also been courteous and prompt. Sadly, though, follow-through does not usually occur, and the frequent speeders continue. This summer she learned their road is not on “radar list,” and the Sheriff has never asked that it be so designated. She asked but received no response. Ms. Bolton doesn’t understand why tax money cannot be utilized to protect their area, why the county wouldn’t want to collect fines for speeding violations, and why no deputy is patrolling the road. City police patrol daily on Maddox and South Sixth Street Extension; they also run radar. She would like County Commissioners to establish a regular patrol for East Maddox Road, to do all it can to ensure that radar is run and to set in place other practices to ensure patrol service is rendered for taxpayers who have a right to expect safety and protection.

William Dixon, 132 Laprade Road, Griffin, Georgia

Mr. Dixon spoke on the spay/neuter ordinance issue he’s been reading about in the newspaper. He has studied in Dogs USA magazine that spaying or neutering needs to be done when an animal is four months old or younger. He feels benefits are lost when altering older animals. Many he has spoken with say they will not adhere to such a law. If a committee is established, he urged the Board to not load it with people who have an established agenda. Different situations and restraint districts can accomplish the goal without such a stringent law. A voluntary DNA database might help with education. He urged against an expensive, knee-jerk reaction proposal.

**VIII. MINUTES**

1. Consider approval of the minutes of the December 4, 2006 Regular Monthly Meeting.

*Motion to approve the minutes of the December 4, 2006 Regular Monthly Meeting, made by Commissioner McDaniel and seconded by Commissioner Davis, carried by a vote of 5-0.*

**IX. CONSENT AGENDA**

1. Consider second reading of Amendments to the Official Zoning Map for the following:

**-Application #-06-06Z:** Anthony F. Johnson, Owner, 1101 Brooks Road, 2.97 acres, C-1A to C-1B  
APPLICATION OF ANTHONY F. JOHNSON  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;  
REZONING APPLICATION 06-06Z

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 "C-1A, Neighborhood Commercial;"

WHEREAS, Anthony F. Johnson, applicant, applied for a change in zoning classification to be applied to the within described property to "C-1B, Heavy Commercial;"

WHEREAS, such application was filed with Spalding County, Georgia on September 14, 2006;

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 30, 2006, 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 containing 2.97 acres, more or less, lying and being in Land Lot 12 of the First Land District of Spalding County, Georgia and being more particularly described as follows:

Beginning at a point located at the intersection of the eastern right-of-way of Brooks Road and the northern right-of-way line of State Route No. 16 and from said point run thence along the eastern right-of-way margin of Brooks Road in a northerly direction a distance of 117.60 feet to an iron pin which said iron pin marks the southwest corner of the subject property and which said iron pin marks the POINT OF BEGINNING of the property herein described: from said point of beginning run thence along the eastern boundary of Brooks Road North 00 degrees 08 minutes 18 seconds East a distance of 214.45 feet to an iron pin; run thence in a northeasterly direction along the eastern right-of-way line of Brooks Road along a curve with a radius of 556.81 feet, an arc length of 422.07 feet, a chord length of 412.04 feet, a chord bearing of North 20 degrees 15 minutes 02 seconds East to an iron pin; run thence North 87 degrees 52 minutes 30 seconds East along the southern right-of-way line of Tri County Road a distance of 129.98 feet to an iron pin; run thence South 06 degrees 19 minutes 08 seconds West a distance of 632.20 feet to an iron pin; run thence North 83 degrees 41 minutes 01 seconds West a distance of 204.69 feet to an iron pin which marks the TRUE POINT OF BEGINNING.

From "C-1A, Neighborhood Commercial" to "C-1B, Heavy Commercial" 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 December 18, 2006, 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 or being located in Land Lot 12 of the First Land District of Spalding County, Georgia, containing 2.97 acres, more or less, located at 1101 Brooks Road, zoned C-1B.

(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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**-Application #06-08Z:** Hooper Trailer Sales, Inc. and C.L. Cook, Owners, 1726 U.S. Highway 41 South Bypass, 2 acres, C-1 to C-1B, Conditional.  
APPLICATION OF HOOPER TRAILER SALES, INC.  
AND C. L. COOK  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;  
REZONING APPLICATION 06-08Z

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 "C-1, Commercial;"

WHEREAS, Hooper Trailer Sales, Inc. and C. L. Cook, applicant, applied for a change in zoning classification to be applied to the within described property to "C-1B, Heavy Commercial;"

WHEREAS, such application was filed with Spalding County, Georgia on September 25, 2006;

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 30, 2006, 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 situate, lying and being in Land Lot 120 of the Second Land District, originally Monroe, now Spalding County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the south line of Land Lot 120 and the west right-of-way of US Highway 19; thence along said right-of-way North 35°40'00" West, a distance of 1884.80 feet to the POINT OF BEGINNING; thence South 54°21'49" West, a distance of 401.58 feet; thence North 35°17'34" West, a distance of 217.80 feet; thence North 54°21'47" East, a distance of 400.15 feet; thence South 35°40'00" West, a distance of 217.80 feet to the POINT OF BEGINNING.

Containing 2 acres, more or less.

From "C-1, Commercial" to "C-1B, Heavy Commercial" 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:

1. All outdoor storage shall be neat and orderly at all times.
2. The site will limit all lighting so any neighboring residential properties or rights-of-way will not be affected from glare.
3. A variance shall be obtained for front setback and minimum lot size in a C-1B.

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 18, 2006, 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 or being located in Land Lot 120 of the Second Land District, originally Monroe, now Spalding County, Georgia, containing 2 acres, more or less, at 1726 US Highway 41 South By Pass, zoned C-1B, 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.

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*Motion to approve all Consent Agenda was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion carried by a vote of 5-0.*

## **X. OLD BUSINESS**

1. Consider second reading of Amendment to the Official Zoning Ordinance of the following:

-Amendment to UDO #A-06-13: Article 17B. AAR Active Adult Residential – amend to allow building permit issuance prior to final plat approval.

IN RE: *Text Amendment #A-06-13*

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING  
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

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

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

WHEREAS, the Board of Commissioners of Spalding County has determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to the Zoning Ordinance of Spalding County;

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on November 30, 2006, 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 shall be and is hereby amended as follows:

Section 1: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 17B, "AAR Active Adult Residential:" Section 1704B(A)(3).

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17B, "AAR Active Adult Residential," to appear as Section 1704B(A)(3):

**Section 1704B: Development Review and Approval Process.**

3. **Subdivision Approval**

Site development regulations, specifications and procedures governing the platting of an AAR District development and plat approval procedures shall be in accordance with the Spalding County Unified Development Ordinance, Subdivision Ordinance, Appendix A, with the following exception:

- a. the requirement of Section 402(F) shall not apply and a building permit may be issued prior to street approval in accordance with the provisions of the Subdivision Ordinance, Appendix A, provided that no Certificate of Occupancy for any building shall be issued until the street giving access to the lot on which the building is constructed has been approved in accordance with the provisions of the Subdivision Ordinance, Appendix A; and
- b. the requirements of Section 403(D) shall not apply and shall not preclude the sale of any lots shown on the Preliminary Plat prior to the approval of a Final Plat, provided that no Certificate of Occupancy for any building shall be issued until the Final Plat has been approved by the Board of Commissioners.

Section 3: The foregoing amendments to the Zoning Ordinance of Spalding County 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 Amendment to UDO #A-06-13: Article 17B. AAR Active Adult Residential – amend to allow building permit issuance prior to final plat approval was made by Commissioner McDaniel,***

*seconded by Commissioner Davis, and motion carried by a vote of 4-1, with Commissioner Goss opposing.*

**XI. NEW BUSINESS**

1. Consider Resolution to Approve Issuance of Industrial Development Revenue Bonds by Development Authority for Woodland Industries.

Mr. Fortune advised this action doesn't create any obligation for either the city or county. Woodland Industries will pay the obligation and associated expenses, but approval is required.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA APPROVING THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS BY THE GRIFFIN-SPALDING COUNTY DEVELOPMENT AUTHORITY FOR THE BENEFIT OF WOODLAND INDUSTRIES, INC.**

**WHEREAS**, on at least 14 days notice published in the *Griffin Daily News*, a public hearing was held commencing at \_\_\_\_\_ o'clock a.m. on the 4th day of December, 2006, at 109 East Solomon Street, Griffin, Georgia 30223, by the Hearing Officer of the Griffin-Spalding County Development Authority (the "Issuer") concerning a proposed issuance by the Issuer of its Variable Rate Demand Industrial Development Revenue Bonds (Woodland Industries, Inc. Project) in one or more series in an aggregate principal amount not to exceed \$5,000,000. The proceeds of the sale of the Bonds, when and if issued, are to be used to refund the Issuer's Tax-Exempt Adjustable Mode Industrial Development Revenue Bonds (Woodland Industries, Inc. Project) Series 2000 and to pay or reimburse the costs of a plant expansion including the purchase of land and an industrial building thereon and related improvements, the renovation of such building and equipment for the plant, which plant and expansion are located at 1520 Kalamazoo Drive, Griffin, Georgia 30224 (the plant and the expansion are herein called the "Project"). The Project is to be owned by the Issuer and leased to Woodland Industries, Inc. (the "Company") which is the initial operator of the Project and is to operate the Project as a facility for the manufacture of roofing products. The proposed Bonds will not be an obligation of Spalding County, or of the City of Griffin, or of the State of Georgia or of any county, municipal corporation, or political subdivision of the State of Georgia. The proposed Bonds will not be paid from taxes, but will be payable by the Issuer solely from rent and other amounts to be paid or provided by the Company.

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides, in effect, that in order for the interest on the proposed Bonds to be excluded from the holders' gross incomes for federal income tax purposes, the "public approval" requirements of said section must be complied with.

**WHEREAS**, the location of the Project is entirely within the City of Griffin in Spalding County (the "County"), and the Board of Commissioners of the County (the "Board") constitutes the elected legislative body of the County and is the proper body for granting the necessary public approval.

**WHEREAS**, the Issuer has requested that the Board approve the issuance of the Bonds for the purposes stated above, the nature and location of the Project and the plan of financing the Project with the Bonds.

**WHEREAS**, the Board finds and determines that it is in the public interest of the County to grant such approval,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Spalding County as follows:

Section 1. The issuance of the Bonds by the Issuer for the benefit of the Company in the aggregate principal amount of not to exceed \$5,000,000 for the above-described purposes and the nature and location of the Project and the plan of financing, described above, are hereby approved for purposes of Section 147(f) of the Code.

Section 2. Such approval by the Board does not constitute any representation by the County to the prospective purchasers of the Bonds as to the creditworthiness of the Company or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bonds or debt service thereon, such Bonds and debt service being payable solely from the sources described above.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of December, 2006.

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*Motion to approve Resolution to Approve Issuance of Industrial Development Revenue Bonds by Development Authority for Woodland Industries was made by Commissioner Davis, seconded by Commissioner McDaniel, and motion carried by a vote of 5-0.*

2. Consider approval of the agreement with UGA and the Board of Regents of the University System for the construction of a Student Learning Center on UGA property with SPLOST funds.

Mr. Fortune advised the County will own the project and any property purchased with the \$10 million from SPLOST funds. The limitation is if the County doesn't get the revenues anticipated, its obligation will go into the project fund to spend. The County will be obligated only for the \$10 million approved or whatever is collected in the specified time period of 33 months. The UGA foundation is going to commit for up to \$1 million in overruns. The County will then convey to UGA the Learning Center for \$1 and it will become theirs. UGA is signing off with the building contractor and architect, but the County remains the owner during the time the SPLOST tax is collected. The end of involvement for the County is when SPLOST collection ceases.

**PROJECT DEVELOPMENT AGREEMENT  
AMONG AND BETWEEN  
THE BOARD OF COMMISSIONERS OF SPALDING COUNTY,  
BRANCH BANKING & TRUST COMPANY,  
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA,  
THE UNIVERSITY OF GEORGIA, AND  
THE UNIVERSITY OF GEORGIA ENDOWMENT FUND  
FOR DEVELOPMENT OF A  
STUDENT LEARNING CENTER AT  
THE UGA GRIFFIN CAMPUS**

*EFFECTIVE DATE: December 18, 2006*  
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**PROJECT DEVELOPMENT AGREEMENT**

**THIS PROJECT DEVELOPMENT AGREEMENT** (this "Agreement"), is hereby made and entered into as of the eighteenth day of December 2006, by and among the **BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "County"), and **BRANCH BANKING & TRUST COMPANY** (the "Custodian"), and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA** ("Regents"), a department in the executive branch of government of the State of Georgia, and the **UNIVERSITY OF GEORGIA**, a unit of the University System of Georgia ("UGA") and the **UNIVERSITY OF GEORGIA ENDOWMENT FUND** ("Guarantor"). The above-referenced entities may from time to time be referred to individually as a "Party" and collectively as the "Parties".

**W I T N E S S E T H:**

WHEREAS, the County and UGA enthusiastically support and encourage the development of quality facilities for education as a principle element of economic development throughout the State; and

WHEREAS, UGA has developed Master Plan in order to expand its educational facilities at its Griffin Campus in Spalding County, Georgia, more specifically, a Student Learning Center of approximately 34,000-40,000 square feet for the campus (the "Project"), and desires the Project to be constructed on, but remain severed from, the Project Site at the UGA Griffin Campus; and

WHEREAS, the County, by referendum on November 8, 2005, has authorized the imposition of a one percent sales and use tax, the proceeds (the "SPLOST Proceeds") of which are to be used to finance several projects for the County including the "acquisition, construction and equipping of a Learning Center on the University of Georgia Griffin Campus" (the Project); and

WHEREAS, the collection period authorized by the referendum for the SPLOST ends upon the earlier of December 31, 2008 or the date upon which the SPLOST Proceeds collected are equal to \$21,700,000 (the "SPLOST Term"); and

WHEREAS, the Board of Regents, at its meetings in October, 2005 and on April 18, 2006, authorized the Project; and

WHEREAS, the Parties have jointly selected, through the Board of Regents' competitive proposal process, the architectural firm of Manley Spangler Smith Architects, a Professional Corporation, as the Design Professional for the Project; and

WHEREAS, the Parties have jointly selected, through Board of Regents competitive proposal process, the construction management firm of The Whiting-Turner Contracting Company as the CM/GC for the Project; and

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and covenants contained below and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **PART I – JOINT GOALS**

In consideration of the benefits flowing to the Parties set forth herein, the County agrees to provide SPLOST Proceeds in the maximum amount of **TEN MILLION DOLLARS** (\$10,000,000.00), but only to the extent such SPLOST Proceeds are available after paying debt service on the \$10,250,000 Spalding County General Obligation Sales Tax Bonds, Series 2005 (the "bonds"), for development, acquisition, construction and equipping of the Project, and UGA agrees to develop, manage, construct and equip the Project, and upon completion of the construction, to occupy and operate the Project as a unit of the University System of Georgia and a part of its Griffin Campus, providing courses of university education for the benefit of the people of Spalding County and the State of Georgia.

#### **PART II- LOCAL GOVERNMENT OBLIGATIONS**

##### **2.1 PROJECT DEVELOPMENT FUNDING**

(a) **County Funding.** The County will provide the SPLOST Proceeds for funding for the Project, in an amount not to exceed \$10,000,000, to the extent such SPLOST Proceeds are available after paying debt service on the Bonds, all of which is to be expended upon the Project on the Project Site.

(b) **Applications for Payment.** UGA, as project manager, shall certify and approve applications for payment under the form and procedures set forth in Exhibit D hereto ("Processing Applications for Payment"), and forward the same for processing and approval to Regents and the County.

(c) **Obligation to Approve.** The County shall approve Applications for Payment which are approved by Regents and which satisfy the requirements set forth in Exhibits D and E. The County shall submit a requisition to the Custodian in substantially the form attached hereto as Exhibit E to provide for disbursement to satisfy such Applications for Payment that have been submitted through and certified by UGA and approved by Regents; provided however, that the County shall have no obligation to submit such requisition until it has received evidence satisfactory to it that (i) each obligation referenced in the Application for Payment has been properly incurred, is a proper charge against the Project Account (as such term is defined in the Custodial Agreement, dated April 4, 2006, by and between the Custodian and the County (the "Custodial Agreement")) and has not been the basis of any previous disbursement; (ii) no part of the disbursement requested will be used to pay for materials not yet incorporated into the Project or for services not yet performed in connection therewith; and (iii) and each obligation referenced in the Application for Payment is a cost of the acquisition, construction or installation of the Project.

(d) **Obligation to Disburse.** The Custodian shall approve and promptly disburse payment (within not more than 10 days) upon receipt of a properly executed requisition from the County in substantially the form attached hereto as Exhibit E.

(e) **Audit.** The County, UGA and Custodian shall maintain records of all transactions and disbursements of the SPLOST Proceeds for the Project in accordance with generally accepted accounting principles and SPLOST statutory requirements for not less than ten (10) years, and all such records shall be open to inspection and audit by any party to this Agreement and by the State Auditor upon reasonable notice.

##### **2.2 OWNERSHIP OF THE PROJECT**

Ownership of the Project, including any personal property and equipment, acquired through application of the SPLOST Proceeds shall be maintained separate from the realty and shall remain severed therefrom and titled in the County until the termination of this Agreement.

### **2.3 PROJECT SITE**

(a) **Project Site.** The Project Site, as described in Exhibit A, is public property of the State of Georgia titled in the Board of Regents of the University System of Georgia. All property and capital assets acquired through the use of the SPLOST Proceeds shall be utilized on the Project Site.

(b) **Rental Agreement.** This Agreement also constitutes an intergovernmental rental agreement, wherein County rents the Project to UGA, and UGA accepts as tenant, as a usufruct, for the SPLOST Term of this Agreement, commencing upon issuance of a Certificate of Occupancy for the Project, at a lump sum rental of One Dollar (\$1.00) for the SPLOST Term. Obligations of UGA during the SPLOST Term of the rental agreement are set forth in Part III below.

## **PART III – REGENTS AND UGA OBLIGATIONS**

### **3.1 Application of the SPLOST Proceeds**

County designates Regents, acting through UGA, as agent for the County to apply the SPLOST Proceeds for the Project, including the following purposes, and for no other purposes not included in the Preliminary Project Budget, attached as Exhibit C, as it may be amended.

(a) Payment of such amounts, if any, as shall be necessary to pay for expenditures in connection with site improvement, the preparation of the plans and specification for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction and installation of the Project, the acquisition, construction and installation necessary to provide utility service to the Project and the acquisition, construction and installation of all Project or personal property deemed necessary in connection with the Project, and any architectural, engineering and supervisory services with respect to any of the foregoing;

(b) Payment for labor, services, materials and supplies used or furnished for site improvement and in the acquisition, construction and installation of the Project, all as provided in the plans and specifications therefore; payment for the cost of the acquisition, construction and installation of utility services or other facilities, payment for the cost of all equipment and fixtures deemed necessary connection with the Project; payment for any easements and Project on, over or under the Project Site necessary to insure the delivery of electrical power, water and sewer service, natural gas service, and telecommunications to the Project; and payment for the miscellaneous expenses incidental to any of the foregoing;

(c) Payment of the fees, if any, for architectural, engineering, testing and supervisory services with respect to the Project;

(d) To such extent as they shall not be paid by a contractor for acquisition, construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the construction period; and

(e) Upon completion of the Project, as shall be determined by the construction documents, UGA shall cause any unused SPLOST Proceeds in its possession to be returned to the County.

### **3.2 MANAGING AND CONSTRUCTION THE PROJECT**

(a) **Design and Construction Contracts.** Regents shall cause the design and construction of the Project and shall hold and administer the Design Professional Contract and the Construction Management (CM/GC) Contract using current Board of Regents standard form for each contract.

(b) **Project Management.** UGA shall perform the project management function for the Project on behalf of the Parties. The project management duties are as set forth in Exhibit B. County shall have the opportunity to review and approve the design of the Project as set forth on Exhibit B.

(c) **Preliminary Project Budget.** The Preliminary Project Budget for the Project is set forth in Exhibit C.

(d) **Applications for Payment.** Procedures for processing Applications for Payment are set forth in Exhibit D.

**3.3 COST OVERRUNS.** UGA shall manage the Project so as not to exceed the collection rate of the SPLOST Proceeds and not to exceed the actual amount of the SPLOST proceeds allocated to the Project. In the event of any applications for payment exceeding the collection rate or the amount of the SPLOST Proceeds, or any additional costs or expenses necessary or convenient to complete the Project (collectively referred to as "Cost Overruns"), UGA shall be responsible for payment of all such Cost Overruns, without recourse whatsoever to the County, Custodian, or Regents.

**3.4 GUARANTOR FOR COST OVERRUNS.** For the purpose of guaranteeing the payment of any Cost Overruns, the University of Georgia Endowment Fund, as Guarantor, by its signature hereon, guarantees the payment of all Cost Overruns for the Project up to an amount not to exceed One Million Dollars

(\$1,000,000.00) (the "Guaranty Amount"), and further certifies that it has sufficient funds available to promptly discharge such guaranty. In addition the, Guarantor agrees, upon request of Regents and within 30 days of such request, to provide one or more irrevocable letters of credit in form and substance acceptable to Regents for not more than the Guaranty Amount to insure the prompt payment of all approved applications for payment and Cost Overruns.

#### **PART IV – POST-CONSTRUCTION OBLIGATIONS AND RIGHTS**

##### **4.1 UGA RENTAL OBLIGATIONS**

(a) **Use of Project.** The Project shall be used by UGA at its sole cost, expense, risk and responsibility, for the purpose of a university education and Student Learning Center facility. UGA shall not: (a) use the Project for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises.

(b) **Rent.** UGA shall pay to the County, as owner of the Project, the lump sum of ONE DOLLAR (\$1.00), payable in advance during the SPLOST Term of this Agreement.

(c) **Additional Rent (All Costs of Use).** UGA shall pay, as Additional Rent, all costs, service fees, utility fees, insurance, operations costs, maintenance costs and all other costs of whatsoever type or character incurred as a result of the use of the Project.

(d) **Termination.** The rental agreement shall terminate at the end of the SPLOST Term. In the event UGA violates any of the provisions of this Agreement, County may terminate this Agreement prior to the end of the SPLOST Term, upon one-hundred twenty (120) days written notice, subject to Regents and/or UGA having a right to seasonably cure such violation. Upon such termination, all rights, duties, and obligations of the parties hereto shall forthwith terminate.

(e) **Estoppel Letters.** UGA and/or Regents agree to execute all reasonable and necessary estoppel letters or certificates which the County may request.

**4.2 ACQUISITION OF ALL PROJECT ON THE PROJECT SITE.** At the end of the SPLOST Term, or at such earlier time as the Project acquired through the SPLOST Proceeds are no longer required to be titled in the County, UGA may purchase the Project for the fixed sum of One Dollar (\$1). Evidence of the acquisition shall be by Quitclaim Deed and Bill of Sale. Upon such acquisition, ownership of the Project shall be merged with the realty and shall become wholly the property of the Board of Regents without any joint ownership of such Project, as prohibited by 1983 Ga. Const. Art. VII, Sec. IV, Par. VIII.

#### **PART V – MISCELLANEOUS PROVISIONS**

**5.1 EXHIBITS.** Each Exhibit attached to this Agreement is incorporated into this Agreement as if it were fully set forth herein.

**5.2 TIME IS OF THE ESSENCE.** The Parties acknowledge and agree that a delay in the completion of the Project will cost the Parties substantial amounts of money and, therefore, time is of the essence as to all terms and conditions of this Agreement.

**5.3 GOVERNING LAW.** The governing law of this Agreement shall be law of the State of Georgia.

**5.4 SEVERABILITY.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the Parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

**5.5 NOTICES.** Any notice, request, demand, claim, or other communication hereunder shall be in writing and shall be deemed duly given or made by statutory mail in accordance with Georgia law to the following addresses and recipients:

**BOARD OF REGENTS:**

Board of Regents, Office of Facilities  
270 Washington Street, 6th Floor  
Atlanta, Georgia 30334  
Telephone: (404) 656-2243  
Facsimile: (404)  
Attention: Vice Chancellor for Facilities

**UGA:**

Office of University Architects  
382 East Broad Street  
Athens, Georgia 30602  
Telephone: (706) 542-3605  
Facsimile: (706) 542-7388  
Attn: Associate Vice President

With a copy to:  
UGA Office of Legal Affairs  
Lundstrat House  
Athens, Georgia 30602  
Telephone: (706) 542-0006  
Facsimile: (706) 542-3248  
Attention: Executive Director

**GUARANTOR:**

University of Georgia Endowment Fund  
University of Georgia  
Athens, Georgia 30602  
Attention: Senior Vice President Tim Burgess

**SPALDING COUNTY,  
GEORGIA:**

Spalding County Board of Commissioners  
P.O. Box 1087  
Griffin, Georgia 30224  
Attn: County Manager

**CUSTODIAN:**

Branch Banking & Trust Company  
223 West Nash Street  
Wilson, NC 27893  
Attn: Greg Yanok

or to such other address as the receiving Party shall have most recently forwarded to the sending Party.

**5.6 TERM OF AGREEMENT.** The Term of this Agreement shall commence on the Effective Date and continue in effect through the earlier to occur of the date of any termination set forth herein or the last day of the SPLOST Term.

**5.7 THIRD-PARTY BENEFICIARIES.** Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors or permitted assigns.

**5.8 PART, ARTICLE AND SECTION TITLES AND HEADINGS.** The part, article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

**5.9 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the other Parties hereto and supersedes any prior understandings, agreements, or representations by or among the Parties hereto, written or oral, to the extent they relate to the subject matter hereof.

**5.10 AMENDMENTS AND WAIVERS.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**5.11 COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**[Signatures Begin on Next Page]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date their signature to be effective upon the Effective Date set forth on the cover page of this Agreement.

**SPALDING COUNTY, GEORGIA**

Eddie L. Freeman, Chairman (L.S.)  
Board of Commissioners of Spalding County, Georgia

Clerk (L.S.)  
Board of Commissioners of Spalding County, Georgia

**BRANCH BANKING & TRUST COMPANY**

Greg Yanok, Custodian (L.S.)

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

Linda M. Daniels, Vice Chancellor for Facilities (L.S.)  
Assistant Vice Chancellor (L.S.)

**UNIVERSITY OF GEORGIA**

**UNIVERSITY OF GEORGIA ENDOWMENT FUND**

Guarantor (L.S.)

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**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROJECT SITE**

[TO BE ATTACHED]

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**EXHIBIT B**

**PROJECT MANAGEMENT**

**1.1 General Scope of Project Management Services.**

UGA shall consult with the County as to the UGA's requirements for the Project and have a clear understanding with the County as to said requirements, the County's cashflow and total monetary obligation, and UGA's cost budget and time schedule requirements. UGA's basic professional services shall consist of the management of the Project, including necessary conferences, review of planning, programmatic and pre-design documents, preliminary studies and the completion of detailed design criteria such that the Project Program can be developed and approved by the UGA and the County. The level of detail must be sufficient for the Design Professional to produce complete Construction Documents and for the CM/GC to construct the Project consistent with the requirements and intent of the Program. UGA must monitor and review the design phase and the construction phase of the Project to ensure that the Project is designed and constructed in accordance with the Program. All approvals of the County shall not be unreasonably withheld.

**1.2 Basic Services by Phase.**

1.2.1 *Phase I Services.* Phase I Services shall mean and include all of the following services:

- a. Develop and refine the concepts and programming for the Project.
  - i. Review the Predesign Study
  - ii. Consolidate all the project planning actions and supporting documentation that have occurred to date.
  - iii. Review proposals for interior finishes, lighting, furniture, other elements provided as part of this Project to take into consideration Leadership in Energy and Environmental Design (LEED®) elements when appropriate, feasible, and cost effective.
  - iv. Document existing physical conditions and determine the adequacy of the available water, telephone, gas, electricity, wastewater, and other required utilities services for the needs of the Project.
  - v. Obtain historic and/or archaeological data as necessary.
  - vi. Maintain a list of the official campus user-group representatives.

- vii. Meet with campus facilities staff, user-group representatives, administration, etc., to gain their perspectives of the project requirements and to explain in detail the process and methods that will be used to construct “their” project
  - viii. Create and distribute meeting notes, decision notes, and related project documentation as prescribed.
  - ix. In combination with appropriate campus personnel and in support of the program validation effort, tour and photograph the Project site.
- b. Develop a proposed budget to validate that the Project is financially feasible.
- i. Review the preliminary budget from the Predesign Study
  - ii. Make appropriate estimates and calculations to assure that the expected project scope can be achieved adequately within the available funds
  - iii. Identify any shortfalls and suggest (other than the provision of additional funds) methods of achieving balance between scope and budget.
- c. Prepare a task-related project delivery schedule. This development should be coordinated with the Design Professional, as soon as the Design Professional is engaged.
- i. Develop a proposed preliminary schedule, from which the Design Professional develops the Preliminary Design and Construction Schedule; the CM/GC develops the Construction Progress Schedule, which results in the Overall Project Schedule.
  - ii. Identify essential or major milestones of interest
  - iii. Suggest other activities for milestones that may be the best interests of the Project.
  - iv. Prepare a draft “highlight” schedule for the entire Project that shows the major milestones of interest to the County and to the UGA user community
  - v. Discuss the draft preliminary and “highlight” schedules with the County and the Design Professional to assure that these schedules are consistent with the Parties’ needs.
  - vi. Modify the schedules as necessary.
  - vii. Upon approval, publish the schedules, providing the draft preliminary schedule to the Design Professional and the “highlight” schedule to the County.

1.2.2 *Phase II Services.* Phase II Services shall mean and include all of the following services:

- a. Develop and implement a design coordination framework to facilitate the design of the project by the Design Professional and the design coordination activities of the CM/GC
- i. Attend design coordination meetings between the Design Professional and CM/GC
  - ii. Advise the County and UGA as to the systems and components of the Project that should be commissioned.
  - iii. Develop and coordinate with the Design Professional a building commissioning plan consistent with state and Regent’s guidelines (See Exhibit A.)
- b. Develop and implement a cost management (cost containment) strategy that will identify and track decisions that have an impact on cost.
- i. Identify the costs associated with each phase of the Project that reflects the program scope
  - ii. Include a methodology to inform all parties, including the Design Professional and the CM/GC, if the model projects that expended costs will exceed the planned cost
  - iii. As a minimum, cost containment strategies should include the following considerations:
    - Maintenance of program scope;
    - Maintenance of the Project schedule
    - Construction quality assurance and compatibility with UGA’s design standards.
    - Provision of all necessary services and utilities.
    - Keeping the Using Agency fully aware of the progress of the Project.
  - iv. Create a project file that tracks all cost-related decisions and includes the rationale for them; provide UGA and the County with this record in bound form upon the completion of the Project.
- c. Represent the interests of the County, UGA and the user groups during the preparation of schematic drawings, design development documents, and construction documents.
- i. Monitor the Design Professional's program validation process and provide County and UGA (including user-group representatives) with a copy of the validated program, approved by UGA, the County and the Design Professional.
  - ii. Ensure accomplishment of a hazardous materials assessment including the all necessary environmental review and documentation.
  - iii. Ensure accomplishment of an existing utility capacity analysis.

- iv. When appropriate, recommend timely peer review of the developing construction documents, and if approved by UGA, assist in the implementation of peer review.
- v. Monitor the Design Professional's activities concerning applicable state building codes, including fire and life safety, ADA, mechanical, electrical, telecommunications, and other appropriate standards.
- vi. Ensure that all permits and approvals are obtained.
- vii. Monitor Design Coordination meetings for resolving constructability issues in the construction drawings.
- viii. Process invoices from the Design Professional on behalf of the County in accordance with the Design Professional Agreement.

1.2.3 *Phase III Services.* Phase III Services shall mean and include all of the following services:

- a. Represent the interests of the County, UGA and the user groups during the construction administration phase of the Project.
- b. Develop, in coordination with the Design Professional, a framework for negotiating the guaranteed maximum price (GMP) and, if appropriate, a subsequent lump sum price with the CM/GC.
  - i. Schedule meetings between the County, UGA, the Design Professional, and the CM/GC, to review and negotiate the CM/GC's proposed GMP Change Order.
  - ii. Monitor the actions and decisions, as well as the rationale, that result from this negotiation.
  - iii. Provide minutes and a "decision log" at the conclusion of each negotiating session.
  - iv. Review the proposed GMP Change Order after the Design Professional's approval, and make recommendations to County.
  - v. When approved, ensure execution by all appropriate parties and distribution of the approved GMP Change Order.
  - vi. Provide similar services if UGA subsequently desire a lump sum change order.
- c. Develop and implement a construction administration framework to manage, facilitate, and monitor the Design Professional's construction administration activities.
  - i. Coordinate construction administration activities to assure consistency with the Contract Documents
  - ii. Maintain an "on-site" presence during all construction activities to represent the interests of the County and Using Agency,
  - iii. Assist in clarifying design or construction issues where input from the County and Using Agency is required
  - iv. Distribute minutes of design coordination meetings to assist CM/GC in its design documents coordination role as it maintains and updates the construction documents maintained on the site.
  - v. Ensure timely responses are obtained from the Design Professional to RFPs and Requests for Interpretation of the construction documents as the CM/GC's design coordination role requires.
  - vi. Process all pay applications on behalf of the County from the CM/GC that have been certified by the Design Professional.
- d. Advise the County of all decisions that will significantly affect the Project's cost and schedule.
- e. Assist the Design Professional in coordinating the final building punch list, including all operating systems on behalf of the County and Using Agency.
  - i. Monitor all system run-ups and commissioning activities.
  - ii. Supervise the CM/GC's turnover of the building to the County and UGA.
- f. Assist the Design Professional and the CM/GC in providing the County and UGA with a full and complete set of all building-related documents at occupancy.
  - i. Ensure any required facilities training is conducted by the CM/GC.
  - ii. Ensure Record Drawings are provided by the Design Professional on computer disk (CD) in AutoCAD® version 2004.
  - iii. Ensure all manufacturer's certificates, guarantees and warranties comply with the Contract Documents
  - iv. Assemble all documents in a tabbed set of notebooks, in three copies.
- g. Perform additional activities not specifically identified but that are necessary and convenient to the best interests of the County and UGA in completing the Project.

## **2.1 Time and Schedule.**

2.1.1 *Preliminary Schedule.* A proposed Preliminary Schedule, including major milestones for the production of the design and construction documents, as well as the anticipated time required for construction shall be promptly established. UGA and the County shall agree that the time limits shown in the schedule are reasonable and achievable and that each will use its best efforts to meet the deadlines shown in the schedule. Changes in the major milestone dates will require the consent of both parties, which shall not reasonably be withheld.

2.1.2 *Keeping the Project on Schedule.* It is of the utmost concern to the Parties that the Contract Documents are fully prepared in sufficient time to permit the construction, considering all anticipated contingencies, to be completed in sufficient time to meet the date that occupancy of the Project. UGA shall assist the Design Professional and Construction Manager in establishing the Overall Program

2.1.2.1 Preliminary Design and Construction Schedule. UGA shall assist the Design Professional in the preparation of the Preliminary Design and Construction Schedule, and ensure the critical schedule milestones are met by the Design Professional. It is the Design Professional's obligation to create a workable schedule. When the Preliminary Schedule is combined into the Design Professional's Preliminary Design and Construction Schedule and approved by the County and UGA, the Design Professional is responsible for timely completion of all its activities, responsibilities and obligations under this Contract in accordance with the Preliminary Design and Construction Schedule.

2.1.2.2 Overall Project Schedule. UGA, along with the Design Professional, shall assist the CM/GC in the preparation of the Overall Project Schedule, and ensure the critical schedule milestones are met by the Design Professional and CM/GC. While it is the CM/GC's obligation to create a workable construction schedule, and the Design Professional's obligation to create a workable design schedule, when it appears that the schedule objectives may become compromised, UGA shall explore with the Design Professional and CM/GC ways of achieving the schedule objectives. When the Preliminary Design and Construction Schedule is combined into the Overall Project Schedule, the Design Professional and CM/GC are responsible for timely completion of all activities, responsibilities and obligations under this Contract in accordance with the Overall Progress Schedule.

2.1.3 *Advising the County of Progress.* UGA shall regularly, on the currently approved schedule, show the Design Professional's and CM/GC's progress to date, confirm the remainder of the schedule, or update the projected schedule, and obtain the approval of the County for any significant milestone changes.

**EXHIBIT C  
PRELIMINARY PROJECT BUDGET**

[Attach copy of Preliminary Project Budget dated August 29, 2006]

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**EXHIBIT D  
PROCESSING APPLICATIONS FOR PAYMENT**

**I. GENERAL REQUIREMENTS:**

**A. Contract Administering Agency (UGA)**

1. Agree to process applications for payment of the SPLOST Proceeds in conformance with the County's authorization;
2. Agree that funds are to be used for the payment of expenditures for, or related to:
  - (a) site improvement;
  - (b) the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof);
  - (c) the acquisition, construction or installation of the Project in accordance with the plans and specifications developed therefore;
  - (d) the acquisition, construction or installation necessary to provide utility services to the Project, as well as the costs of such utility services;
  - (e) the acquisition, construction or installation necessary to provide other facilities to the Project, as well as the costs of such other facilities;
  - (f) the acquisition, construction or installation of all real property, furniture, fixtures or equipment deemed necessary in connection with the Project;
  - (g) fees, if any, for construction, architectural, engineering, testing and supervisory services with respect to the Project;
  - (h) the miscellaneous expenses incidental to any of the above
3. Monitor and audit the project, maintain proper and accurate books, records and accounts reflecting its administration of the grant funds for at least 3 years from completion of the project to permit the County Auditor, Regents Auditor, and State Auditor to readily determine expenditures in accordance with state requirements;

**B. Private Entities (Design Professional and CM/GC):** Apply for disbursement of funds via applications for payment under their respective contracts. (See also sample attached.)

1. Agree or certify to account for funds in accordance with their contract and generally accepted accounting principles;
2. Maintain proper and accurate books, records and accounts reflecting its administration of the SPLOST Proceeds for at least 3 years from completion of the project to permit auditors to readily determine expenditures in accordance with the related authorization laws;

**II. APPLICATION FOR DISBURSEMENT PROCEDURES:**

**A. Private Entity (Design Professional and CM/GC):** Apply through UGA to County under their contracts and this Agreement.

1. Agree to comply with provisions in I.B. above
2. Certify on each application for payment that "Funds hereby requested have been spent or obligated under contract for capital Project located on the Project Site as indicated above and as set forth in the Project Development Agreement."

**SAMPLE APPLICATION FOR PAYMENT**

[Date of Invoice]

**To:** UGA

[Address]

1. [DP or CM/GC] hereby presents its application for payment as specified in its Contract and as summarized forth below:

- a. For Design, Construction Services and materials on the Project Site \$ \_\_\_\_\_
  - b. For capital and fixed equipment delivered to the Project Site \$ \_\_\_\_\_
  - c. For [other expenses not covered above] \$ \_\_\_\_\_
- Total: \$ \_\_\_\_\_

*[CM/GC shall use pay application format in CM/GC Contract, certified by Design Professional]*

2. [Design Professional or CM/GC], in conjunction with this invoice, hereby certifies as follows:

1. Funds hereby requested have been spent or obligated under contract as indicated above;
2. Funds were used for the payment of expenditures for, or related to:
  - (i) site improvement;
  - (j) the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof);
  - (k) the acquisition, construction or installation of the Project in accordance with the plans and specifications developed therefore;
  - (l) the acquisition, construction or installation necessary to provide utility services to the Project, as well as the costs of such utility services;
  - (m) the acquisition, construction or installation necessary to provide other facilities to the Project, as well as the costs of such other facilities;
  - (n) the acquisition, construction or installation of all real property, furniture, fixtures or equipment deemed necessary in connection with the Project;
  - (o) fees, if any, for construction, architectural, engineering, testing and supervisory services with respect to the Project;
  - (p) the miscellaneous expenses incidental to any of the above
3. That it will account for such Funds in accordance with generally accepted accounting principles;
4. That it will maintain proper and accurate books, records and accounts reflecting its administration of SPLOST Proceeds for at least 3 years from completion of the project to permit auditors to readily determine expenditures in accordance with the related appropriations act; and

By: \_\_\_\_\_

[Appropriate titles and signatures]

[Notary Public signature and seal]

Date

**Reviewed, certified and Approved:**

To: BOARD OF REGENTS  
From: UNIVERSITY OF GEORGIA

The funds hereby requested have been reviewed, certified as being in compliance with the Project Requirements and the law governing SPLOST disbursements, and approved for payment.

By: \_\_\_\_\_  
[Appropriate titles and signatures] Date

**Reviewed and Approved:**

To: SPALDING COUNTY, GEORGIA  
From: BOARD OF REGENTS

By: \_\_\_\_\_  
[Appropriate titles and signatures] Date

*Note:* Each such Application shall become Exhibit A to the Requisition Form forwarded to the Custodian for Disbursement in substance as set forth on Exhibit E below.

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**EXHIBIT E  
REQUISITION NO. \_\_\_\_**

To: Branch Banking & Trust Company  
Custodian

Amount Requested:

Total Disbursements to Date:

1. Each obligation for which a disbursement is hereby requested is described in reasonable detail in Exhibit A hereto together with the name and address of the person, firm or corporation to whom payment is due.
2. The bills, invoices or statements of account for each obligation referenced in Exhibit A are on file with the County.
3. The County hereby certifies that:
  - (a) each obligation mentioned in Exhibit A has been properly incurred, is a proper charge against the Project Account and has not been the basis of any previous disbursement;
  - (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Project or for services not yet performed in connection therewith;
  - (c) each obligation mentioned in Exhibit A is a cost of the acquisition, construction or installation of the Projects.
4. All capitalized terms herein shall have the meanings assigned to them in the Custodial Agreement dated April 4, 2006 between the County and Branch Banking and Trust Company, as custodian.

SPALDING COUNTY, GEORGIA

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*Motion to approve the agreement with UGA and the Board of Regents of the University System for the construction of a Student Learning Center on UGA property with SPLOST funds as recommended by County Attorney was made by Commissioner Davis, seconded by Commissioner McDaniel, and motion carried by a vote of 5-0.*

3. Consider approval of Agreement for Inmate Work Detail for Henry County Capital Projects Department.  
  
Mr. Wilson noted this was the third work detail for Henry County. They are most appreciative and approved this same agreement at their Board of Commissioners meeting this morning.

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

THIS AGREEMENT is entered into this 18<sup>th</sup> day of December, 2006, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and Henry County, Georgia, Capital Projects Department, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

**WITNESSETH:**

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on capital projects of Henry County, Georgia.

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

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

**I. OBLIGATION OF SPALDING COUNTY**

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with one (1) Detail, consisting of one (1) full-time Correctional Officer and not more than twelve (12) inmates.
- b. In performing the work called for under this agreement, the Detail shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI". The Detail may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.
- c. Spalding County shall be solely responsible for the custody, discipline and productivity of the Detail, and for providing clothing and health care to the Detail.
- d. Spalding County shall be responsible for transporting the Detail between SCCI and designated work sites.

**2. RESPONSIBILITIES OF THE AGENCY.**

- a. The Agency shall furnish all equipment, tools, safety equipment, and a transportation vehicle for the Detail between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The agency shall provide, at its sole cost, automobile insurance for the transportation vehicle supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio for the exclusive use of the Correction Officer, capable of communicating with law enforcement agencies and emergency medical personnel.
- b. The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail. The sole responsibility for directing, controlling and supervising said Detail shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail in question; who shall then direct the work of the Detail accordingly.
- c. In consideration of the work to be performed by the Detail under this Agreement, the Agency shall pay to Spalding County the following:
  - i. An amount equal to the salary, including fringe benefits, of one (1) Correctional Officer. Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer in question and the salary, including fringe benefits. Invoices will be mailed to:

Henry County, Georgia  
Capital Projects Department  
140 Henry Parkway  
McDonough, GA 30253

- d. The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or

injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

3. TERM; RENEWAL; TERMINATION.

- a. This Agreement shall be for a term beginning the 2<sup>nd</sup> day of January 2007, and ending the 31<sup>st</sup> day of December 2007, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days, written notice (given pursuant to Section 4.a herein) for default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS.

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

**If intended for Spalding County:**

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

**If intended for SCCI:**

Spalding County Correctional Institution  
Warden Arsene Massac  
295 Justice Boulevard  
Griffin, Georgia 30224

**If intended for the Agency:**

Henry County, Georgia  
Capital Projects Department  
140 Henry Parkway  
McDonough, Georgia 30253

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

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

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

THE AGENCY: Henry County, Georgia  
Capital Projects Department

SCCI WARDEN: Arsene Massac (L.S.)

SPALDING COUNTY Eddie Freeman, Chairman, Board of Commissioners (L.S.)

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**Exhibit "A"**

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

An amount equal to the salary, including fringe benefits, of one (1) Correctional Officer per quarter  
**\$ 10,500.00**

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

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*Motion to approve Agreement for Inmate Work Detail for Henry County Capital Projects Department was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion carried by a vote of 5-0.*

4. Consider on first reading Ordinance 2006-07, to amend Street Use Ordinance, Part VI, Chapter 2, Section 6-2004, Route of Travel – Through Trucks to provide for No Thru Trucks for East McIntosh Road in its entirety from Old Atlanta Road to Highway 155 (Jackson Road).

Mr. Wilson advised this was requested by Public Works because of large garbage trucks using this route to get to Bailey Jester Road and the Pineridge Landfill. Major Beam studied the area, and this is his recommendation. This will not affect the tanker trucks operating out of existing businesses located on East McIntosh Road.

*Motion to approve on first reading Ordinance 2006-07, to amend Street Use Ordinance, Part VI, Chapter 2, Section 6-2004, Route of Travel – Through Trucks to provide for No Thru Trucks for East McIntosh Road in its entirety from Old Atlanta Road to Highway 155 (Jackson Road) was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion carried by a vote of 5-0.*

5. Consider approval of Resolution to Modify Wireless Enhanced 911 Charge on Wireless Telecommunications Connections in Spalding County.

The \$1 charge currently on every wireless line in the county will go to \$1.50 with approval of this resolution, which is already the charge on every land line. The County can levy a maximum of \$1.50, and that is the recommendation for all wireless telecommunications. This assessed charge will help with implementation of Phase 2 enhancements to assist first responders by providing latitude and longitude information on cell phone calls for emergency services.

STATE OF GEORGIA  
COUNTY OF SPALDING

**A RESOLUTION  
TO MODIFY A WIRELESS ENHANCED 9-1-1 CHARGE ON WIRELESS  
TELECOMMUNICATIONS CONNECTIONS WITHIN SPALDING COUNTY, GEORGIA**

**WHEREAS**, Spalding County, Georgia, presently operates an Emergency 9-1-1 System; and

**WHEREAS**, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 881, Georgia Laws 1998, authorizes local governments to impose a wireless enhanced 9-1-1 charge upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and

**WHEREAS**, such charges may be imposed at a rate of \$1.50 per month per wireless connection; and

**WHEREAS**, such charges may be imposed by any local government that operates or contracts for the operation of an emergency 9-1-1 system capable of providing automatic number identification of wireless telecommunications connections and the location of the base station or cell site; and

**WHEREAS**, Spalding County, Georgia, operates an emergency 9-1-1 system which is capable of providing automatic number identification or wireless telecommunications connections and the location of the base station or cell site; and

**WHEREAS**, a public hearing was initially held on the question of imposing a wireless enhanced 9-1-1 charge in Spalding County, Georgia, on June 16, 1998;

**NOW, THEREFORE, BE IT RESOLVED** by the governing authority of Spalding County that a wireless enhanced 9-1-1 charge be imposed upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of Spalding County, Georgia, at the rate of \$1.50 per month per wireless connection provided to each telephone subscriber.

**IT IS FURTHER RESOLVED** that said wireless charge shall be imposed on the 19<sup>th</sup> day of the month of December 2006.

**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be forwarded to each wireless service supplier providing service in Spalding County, Georgia.

**IT WITNESS WHEREOF**, this Resolution has been duly adopted by the governing authority of Spalding County, Georgia, on the 18<sup>th</sup> day of December 2006.

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*Motion to approve Resolution to Modify Wireless Enhanced 911 Charge on Wireless Telecommunications Connections in Spalding County was made by Commissioner Davis, seconded by Commissioner McDaniel, and motion carried by a vote of 4-1 with Commissioner Flowers-Taylor opposing.*

## **XII. REPORT OF COUNTY MANAGER**

- A new water rate increase was adopted by the Spalding County Water and Sewerage Facilities Authority, and notifications are currently underway to educate the public.
- Spalding County will again be participating in the “Bring One for the Chipper” recycling program for Christmas trees where participants can get a seedling in return.
- Mr. Wilson was notified last week by Terry Colling, Elections Superintendent, that the Democratic Party has not made a nomination to the Board of Elections so it now comes under the purview of the Board of Commissioners. Billy McDaniel wishes to continue if possible, and this item will be on the January agenda.
- He reminded the Zoning Public Hearing will be December 21, 2006.
- January 23 will be the date of the next Public Information meeting conducted by the consultants for the Comprehensive Transportation Plan from 6:30-8 p.m.
- Kenny Smith, City Manager, has inquired where the County stands on the Land Bank Authority, which was tabled indefinitely last year.
- Several old school buses (about five) have been deadlined. The County has been raiding parts and Jake Garner felt we could get a much better price if sold for scrap rather than sealed bids. (Last time it generated about \$150 each on sealed bids.) On the Board’s direction, Mr. Wilson will explore further.

## **XIII. REPORT OF COMMISSIONERS**

### **Goss**

No comments.

### **Flowers-Taylor**

She was disappointed that the Board’s concerns were not genuinely expressed to the School Board for the Fairmont property in their request letter. Mr. Ballard said the letter sent to the School Board said the Board of Commissioners wanted to purchase property for a nominal fee but did not expressly stipulate \$1, as she had previously discussed with School Board members. She understood from School Board member, Ms. Delaney, that they had lot of questions since no details for plans were included with the letter, so the decision made to negotiate for the actual school building was based on the fact they had no idea what the County actually wanted to do. Ms. Flowers-Taylor said they now stand nowhere. She thought when the County got an Assistant to the County Manager that at least someone could correctly follow the Board’s wishes, but felt that perhaps she was mistaken. She wants to see a meeting set up to review the process and try to rectify the situation.

She delivered to the County this week a November 18 letter from Mr. Jesse Maddox to her. His father is at Crawford Long having triple bypass surgery and he could not be here at the meeting tonight. She is very disappointed in statements made by him regarding the County’s treatment of the rental property and him as tenant. If the Board of Commissioners leased a building itself and had this many problems, the Board would be asking Mr. Fortune to pursue legal action and that may be the case with Mr. Maddox, as well.

### **Davis**

He wanted to ensure that Ms. Bolton, who felt she had been snubbed, received prompt attention to her request earlier tonight. Mr. Wilson said he would see that the matter was addressed.

**McDaniel**

A couple of years ago the County approved a townhome development behind Ingle's and at the time no architectural criteria for townhomes existed. A Committee to review the ordinance looked at townhomes, but he was only one who felt the County could codify some requirements for townhomes. He visited Wolf Creek this past Friday and was extremely disappointed with the product. All have the same design except for some variation in vinyl color. The developer has now built new models that don't have a front door. The garage opens up and allows access but no front door. He requests the Board look at the ordinance and take care of this problem. Planning needs to be responsible and he wants a moratorium on new townhomes until something can be concretely created. He was disappointed in Sam Smith's development but realized there were no architectural criteria, and there needs to be some to keep this type development from proliferating. He requested a moratorium be considered at the Zoning Public Hearing this Thursday.

**Freeman**

The letter to the school system mentioned by Commissioner Flowers-Taylor was sent by him, and he never had a response from them. Mr. Ballard never called, and neither did anyone until last Friday when they responded to County Staff. The School Superintendent evidently called last Friday and a meeting has been set up with him, Louis Greene and others. Mr. Greene has met several times with Ms. Flowers-Taylor who had been in contact with School Board members regarding the acquisition. Mr. Freeman asked that the School Board respond directly to him in the future in response to correspondence.

**XIV. CLOSED MEETING**

- 1. County Attorney requests a Closed Meeting to discuss potential and pending litigation.

*Motion to enter Closed Meeting at 6:57 p.m. was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion 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 December 18, 2006.

2.

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

3.

The executive session was called to order at 6:57 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);

No 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 18<sup>th</sup> day of December 2006

Spalding County Board of Commissioners

Sworn to and subscribed  
Before me this 18<sup>th</sup> day of December 2006

Eddie L. Freeman, Chairman (L.S.)  
Cecil L. Davis (L.S.)  
Gwen Flowers-Taylor (L.S.)  
Edward Goss, Jr. (L.S.)  
Johnie A. McDaniel (L.S.)

Notary Public – Teresa A. Watson (L.S.)  
My commission expires: March 3, 2007

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*Motion to adjourn Closed Meeting and reconvene to Open Meeting was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion carried by a vote of 5-0 at 7:08 p.m.*

**XV. ADJOURNMENT**

*Motion to adjourn was made by Commissioner McDaniel, seconded by Commissioner Davis, and motion carried by a vote of 5-0 at 7:09 p.m.*

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

\_\_\_\_\_  
Chairman

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