

## **EXTRAORDINARY SESSION**

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, May 19, 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., Administrative Services Director Jinna L. Garrison, Assistant to the County Manager Paul Van Haute, and Executive Secretary Teresa Watson.

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

**II. INVOCATION - Reverend Andy Campbell**

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

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

Ms. Cherry Hovatter of the Spalding County Extension Service and 4-H Program detailed the winners of this year's County and District Project Achievement events. She provided cups of ice cream for the Board of Commissioners, noting that Blue Bell has made a special ice cream in honor of 4-H with a portion of the proceeds returning to the 4-H programs. She read the names of participants in this year's County and District Project Achievement areas for 5<sup>th</sup> through 12<sup>th</sup> graders.

Commissioners McDaniel, Phillips and Freeman congratulated the 4-Hers and 4-H Leaders for the fine program that is evidenced not only in the accomplishments being honored tonight, but for the respect that the program receives through the state.

**V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of Financial Statements for the Ten Months Ended April 30, 2008.

*Motion to approve Financial Statements for the Ten Months Ended April 30, 2008 by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0.*

**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 meeting.

Kay Vickery, 155 Rover-Zetella Road, Griffin, Georgia

She complained about the constant noise and nuisance that occurs when the owners of the adjacent property hold their weekend rodeos. Even though the time of activity is not late since they usually cease by 9 p.m., the noise is excessive and they trash the property, in addition to some prohibited acts such as urinating in public. County Attorney Fortune said although the property owners have been before the Board previously to request permission to hold these events, there are certain infractions that are definitely against the law regardless of any previous arrangements.

Norma Giles, 302 Elizabeth Lane, Griffin, Georgia

Ms. Giles did not feel it was proper for the County to pay for streetlights in Sun City as noted on the agenda tonight, but it was explained to Ms. Giles that residents pay for their own streetlights through a tax levy on their properties at year-end. Board approval is formally necessary since tax levy is involved.

## VIII. MINUTES

1. Consider approving Minutes of the May 5, 2008 Board of Commissioners Regular Monthly Meeting and the May 6, 2008 Joint Special Called Meeting of the Spalding County Board of Commissioners and the Spalding County Parks and Recreation Advisory Commission.

*Motion to approve May 5, 2008 Minutes of the Regular Monthly Meeting by Commissioner Flowers-Taylor, seconded by Commissioner Phillips, carried by a vote of 4-0-1 with Commissioner McDaniel abstaining. Motion to approve minutes of the May 6, 2008 Joint Special Called Meeting by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0-2 with Commissioners McDaniel and Flowers-Taylor abstaining.*

## IX. CONSENT AGENDA

1. Consider, on second reading, Ordinance #2008-07 Alcoholic Licensing Distance Requirements to provide for changes in the distance requirements from churches, schools and colleges, and synagogues for establishments that sell alcohol.

SPALDING COUNTY, GEORGIA  
PART VI, LICENSING AND REGULATION  
ORDINANCE NO. 2008-07  
AN ORDINANCE

TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR CHANGES IN DISTANCE REQUIREMENTS FOR ALCOHOLIC BEVERAGES; 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 VI, Licensing and Regulation, Chapter 1, by striking sections as follows and inserting in lieu thereof the new sections, to read as follows:

An Ordinance to amend Article A, Section 6-1003.1, Location of Business, by striking "Three hundred (300) feet" and inserting in lieu thereof, "Six hundred (600) feet."

An Ordinance to amend Article B, Section 6-1025, Location of Business, by striking "Three hundred (300) feet" and inserting in lieu thereof, "Six hundred (600) feet."

An Ordinance to amend Article C, Section 6-1058.1, Separate License, by striking "Three hundred (300) feet" and inserting in lieu thereof, "Six hundred (600) feet."

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.

Approved on first reading this fifth day of May 2008.

Approved on second reading this nineteenth day of May 2008.

-----  
--

*Motion to approve Ordinance #2008-07, by Commissioner Flowers-Taylor, seconded by Commissioner McDaniel, with discussion following, carried by a vote of 5-0.*

2. Consider, on second reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for year-end adjustments.

AN ORDINANCE AMENDING THE  
FISCAL YEAR 2008 BUDGET ORDINANCE  
FOR SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2006 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 28, 2007 be amended as follows:

Section 1. General Fund

A. Revenues	From	\$	43,828,397	to	\$	44,303,406
B. Expenditures						
Tax Commissioner	From	\$	811,015	to	\$	817,815
Public Defender	From	\$	46,360	to	\$	59,160
Sheriff Criminal Investigations	From	\$	879,020	to	\$	920,420
Health	From	\$	484,457	to	\$	884,457
Parks	From	\$	2,104,228	to	\$	2,111,298
TEOYM	From	\$	42,385	to	\$	49,324

Section 7. CSBG Fund

A. Revenues	From	\$	225,000	to	\$	170,000
B. Expenditures						
General Appropriations	From	\$	36,696	to	\$	21,696
Emergency Food & Shelter	From	\$	103,000	to	\$	63,000

Section 9. Impact Fees Fund

A. Revenues	From	\$	1,843,500	to	\$	1,844,000
B. Expenditures						
General Appropriations	From	\$	86,000	to	\$	86,500

Section 10. Fire District Fund

A. Revenues	From	\$	8,547,567	to	\$	8,646,567
B. Expenditures						
Fire Department	From	\$	8,547,567	to	\$	8,646,567

Section 16. Water System Fund

A. Revenues	From	\$	6,957,416	to	\$	7,382,416
B. Expenditures						
Water Department	From	\$	6,856,416	to	\$	7,281,416

Adding Sections:

Section 19. CDBG EIP Coca Cola Building

A. Revenues	From	\$	0	to	\$	16,950
B. Expenditures						
EIP Coca Cola Building Grant	From	\$	0	to	\$	16,950

Section 20. GMA Lease Pool Debt Service

A. Revenues	From	\$	0	to	\$	128,800
B. Expenditures						
GMA Lease Pool Fund	From	\$	0	to	\$	128,800

Approved on first reading this 5<sup>th</sup> day of May, 2008.

Approved, adopted and enacted on second reading this 19<sup>th</sup> day of May, 2008.

-----  
--

*Motion to approve, on second reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for year-end adjustments, by Commissioner Flowers-Taylor, seconded by Commissioner McDaniel, carried by a vote of 5-0.*

**X. OLD BUSINESS – N/A**

**XI. NEW BUSINESS**

1. Consider, on first reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for closeout of the Correctional Institution Grant Fund.

*Motion to approve, on first reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for closeout of the Correctional Institution Grant Fund by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried by a vote of 5-0.*

2. Consider approval of final plat of Sun City Peachtree Subdivision – Pod 36B located off Jordan Hill Road – 29 lots.

*Motion and second to approve final plat of Sun City Peachtree Subdivision – Pod 36B located off Jordan Hill Road – 29 lots by Commissioners McDaniel and Freeman, carried 5-0.*

3. Consider acceptance of Right-of-Way Deed for Beacon Court and Orchard Lights Court (Sun City Peachtree Subdivision – Pod 36B).

*Motion to approve acceptance of Right-of-Way Deed for Beacon Court and Orchard Lights Court (Sun City Peachtree Subdivision – Pod 36B) by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried by a vote of 5-0.*

4. Conduct Public Hearing for establishment of street lighting district for Sun City Peachtree – Pod 36B off Jordan Hill Road.

*Motion to open Public Hearing by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried by a vote of 5-0.*

*There being no public input, motion to close Public Hearing by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried by a vote of 5-0.*

5. Consider establishment of street lighting district for Sun City Peachtree – Pod 36B off Jordan Hill Road.

*Motion to approve establishment of street lighting district for Sun City Peachtree – Pod 36B off Jordan Hill Road by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 5-0.*

6. Consider request of Alan Mobley for extension of his performance bond to construct a pool and playground at his South Walkers Mill Road development.

*Motion to approve request of Alan Mobley for extension of his performance bond to construct a pool and playground at his South Walkers Mill Road development until June 30, 2008 by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 5-0.*

7. Consider selection of consultant from qualified responses to the RFQ for the Tri-County Livable Centers Initiative, based on recommendations by evaluation team.

*Motion to approve the selection of Glatting Jackson Kercher Anglin with a project fee of \$125,000, based on rankings by the Evaluation Committee, by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 5-0.*

8. Consider request from General Griffin Statue Committee for funding from the hotel/motel tax.

A brief presentation by the Chairman of the General Griffin Statue Committee and former General Griffin himself, Billy Reeves, detailed the process and projections for the bronze statue. The cost of the entire project for the seven-foot-tall statue will be around \$90,000. Commissioner Phillips surmised that there might be extensive interest in getting folks to donate bare metals for sale with the proceeds going toward the statue fund, as well.

*Motion to approve the expenditure of \$10,000 from the hotel/motel tax fund toward the General Griffin Statue by Commissioner Freeman, seconded by Commissioner Phillips, carried 5-0.*

9. Consider Resolution of Support for the city of Griffin's PREP (Prepare, Rebuild, Educate and Prosper) and the committee's participation with the Georgia Initiative for Community Housing (GICH) Partnership.



SPALDING COUNTY  
RESOLUTION TO SUPPORT  
CITY OF GRIFFIN PREP

Whereas, the City of Griffin was selected to participate in the Georgia Initiative for Community Housing (GICH) Partnership in November 2007; and

Whereas, as a participating community the City of Griffin will receive technical assistance from the GICH partners, the University of Georgia (UGA), the Georgia Department of Community Affairs (DCA) and the Georgia Municipal Association (GMA); while engaging in cross-community sharing and collaboration with other GICH communities; and

Whereas, a committee consisting of City and County employees, area bankers, realtors, developers, and representatives from the local Housing Authority, Habitat for Humanity, Affordable Housing Enterprises, Inc., the UGA Griffin Campus, elected officials, and concerned citizens has been established to function as the City of Griffin's GICH team; and

Whereas, the City of Griffin's GICH team has elected to be known as PREP (Prepare, Rebuild, Educate and Prosper); and

Whereas, PREP will participate in GICH program planning retreats and conduct local meetings to develop new ideas to meet local housing needs and learn about approaches and available resources to meet housing needs, with the overall goal of creating a Housing Plan unique to the City of Griffin, Spalding County; and

Whereas, it is the Mission of PREP

To Prepare families and individuals for homeownership; and

To Rebuild communities through the elimination of substandard housing, through neighborhood revitalization and rehabilitation, and through the acquisition and development of vacant and underutilized properties, while preserving the fabric of those communities; and

To Educate families and individuals on the importance and value of homeownership and financial wellbeing; and

To Prosper the City of Griffin and its citizens through community and household economic development while aiding families as they build a solid foundation through homeownership;

PREP is committed to enhancing the quality of life for all Griffin citizens by assisting families in achieving homeownership goals and transitioning to greater economic or life-style independence thus planting seeds of financial stability and wealth for future generations.

NOW THEREFORE, BE IT RESOLVED by the Spalding County Board of Commissioners that the County supports the mission of PREP (Prepare, Rebuild, Educate, and Prosper) and the committee's participation with the Georgia Initiative for Community Housing (GICH) Partnership.

This the 19<sup>th</sup> day of May 2008.

-----

--

Shannan Buckner with the City of Griffin provided details of the City's participation in GICH. This is an effort to assist with the housing issues in Griffin, and the main purpose of the request for this resolution is to help with a thrust in this much-needed area. She named numerous stakeholders in the process and the overall goal of this three-year partnership with GICH is to create a housing plan unique to Griffin and Spalding County.

Commissioner Phillips exited the meeting.

***Motion to approve Resolution of Support for the city of Griffin's PREP (Prepare, Rebuild, Educate and Prosper) and the committee's participation with the Georgia Initiative for Community Housing (GICH) Partnership by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, carried by a vote of 4-0 with Commissioner Phillips absent.***

10. Consider approval of letter of engagement with Holland and Knight for rebanding efforts for the 800 MHz Communications System.

Holland and Knight will advocate for Spalding County in the rebanding efforts for the 800 MHz Communications System. Sprint/NexTel will reimburse for any expenses incurred in the process. Work is progressing on tower sites, and the system should be operational in about a year for the five committed channels, but there may be issues with the additional five frequencies that the Committee was promised early on in the process. Jim Mullihan, State Frequency Coordinator, will not commit to additional frequencies at this point. In answer to Commissioner Flowers-Taylor, Mr. Van Haute responded that the amount for the move from the Wachovia Building has amounted to about \$390,000, and putting the tower on Broad Street was not done due to an engineering business

decision by M/A-Com. A timeline of the process to date will be provided for Commissioner Flowers-Taylor.

***Motion to approve letter of engagement with Holland and Knight for rebanding efforts for the 800 MHz Communications System by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0.***

11. Consider Contract with Georgia Department of Transportation, LAR08-S011-00(267) Spalding County for plant mix resurfacing various roads (2008 LARP).

***Motion to approve Contract with Georgia Department of Transportation, LAR08-S011-00(267) Spalding County for plant mix resurfacing various roads (2008 LARP) by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 4-0. Contract on file.***

12. Consider the Force Main Construction, Access and Utility Easement Agreement between Spalding County, Spalding County Water and Sewerage Facilities Authority, and Community Services, LLC for the sewer line extension project from Sun City to Heron Bay Village Node.

This agreement between three entities was approved this morning at a called meeting of the Spalding County Water & Sewerage Facilities Authority for this high pressure sewer line, extending on County right-of-way from Sun City by way of Smoak Road and Teamon Road to Highway 155 and up by lift station to the Heron Bay Village Node area in Spalding County and its school property. The Water Authority is also looking at a water line extension project in this area. Minerva Properties is bearing the entire cost of this project.

County Attorney Jim Fortune and County Manager William Wilson answered questions from Commissioner Flowers-Taylor. The County will maintain and even relocate utilities should the County need to widen involved roadways. The County will not bear any expense in acquisition of right-of-way and private property should not be a factor since this is a force main with no residents tying onto the high pressure sewer line.

#### FORCE MAIN CONSTRUCTION, ACCESS AND UTILITY EASEMENT AGREEMENT

THIS FORCE MAIN CONSTRUCTION, ACCESS, AND UTILITY EASEMENT AGREEMENT (this "Agreement"), is made to be effective as of the 19<sup>th</sup> day of May 2008 (the "Effective Date"), by and between SPALDING COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Spalding County"), the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation established by the General Assembly of the State of Georgia ("SCWSFA"), and COMMUNITY SERVICES, L.L.P., a Georgia Limited Liability Limited Partnership ("Community Services"). Spalding County, the SCWSFA and Community Services are each a "Party" to this Agreement and are sometimes referred to herein collectively as the "Parties."

#### RECITALS

WHEREAS, Community Services is the owner and operator of a certain wastewater treatment facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division located in Spalding County, Georgia (the "Facility");

WHEREAS, Community Services desires to provide wastewater treatment service to certain portions of the mixed-use development partially located, lying and being in Spalding County, Georgia known as "Heron Bay," together with other geographic areas located within Spalding County as Community Services, in its discretion may elect to serve from time to time (the "Service Areas"); and

WHEREAS, Spalding County and the SCWSFA recognize the benefit of having Community Services provide wastewater treatment services to the Service Areas and desire to undertake or cause to be undertaken the actions necessary to facilitate Community Services' provision of such services the Service Areas, which actions include, without limitation, the construction of a force main (the "Heron Bay Line") and certain related wastewater system components and a pump station (collectively, the "Improvements") between the Service Areas and the Facility; and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of defining their respective rights, roles and obligations of with respect to the construction, operation and maintenance of the Heron Bay Line and any Improvements, the conveyance of certain easements and property interests, and the undertaking of certain actions relating thereto;

NOW, THEREFORE, for mutual consideration and the covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

#### STATEMENT OF AGREEMENT

#### Article I. CONSTRUCTION OF IMPROVEMENTS AND CONTRIBUTIONS

Section 1.01 Design and Construction. Community Services shall, at its sole cost and expense, design and construct the Heron Bay Line and any necessary Improvements on behalf of Spalding County and the SCWSFA to accommodate the Service Areas. The design and construction of the Heron Bay Line and any Improvements shall comply with applicable local laws and ordinances and as Community Services deems reasonably appropriate to facilitate the provision of wastewater service to the Service Areas and such other areas as Community Services may designate from time to time. Community Services may consult with Spalding County or the SCWSFA with respect to the design and construction planning of the Heron Bay Line and any Improvements.

The total cost and expense of the design and construction of the Heron Bay Line and any Improvements will be borne by Community Services and shall constitute an advance contribution to Spalding County and the SCWSFA in consideration of the irrevocable and perpetual property interests that Spalding County and the SCWSFA agree to grant pursuant to this Agreement (the "Community Services Contribution"). Spalding County and the SCWSFA acknowledge and agree that the Community Services Contribution constitutes good and adequate consideration and sufficiently supports their respective obligations to Community Services as defined in this Agreement.

Section 1.02 Permits and Authorizations. Spalding County shall grant, or, if applicable, apply for and obtain in its name and pursuant to its authority, such permits, approvals, easements, agreements, and other authorizations as may be necessary or appropriate for the construction and installation of the Heron Bay Line and any Improvements (collectively, "Authorizations"), including, without limitation, Authorizations required by Spalding County and the Georgia Department of Transportation ("GDOT"). The Parties specifically acknowledge and agree that Spalding County will be required to allow the installation of the Heron Bay Line within (a) the Teamon Road/Spalding County right-of-way and (b) Smoak Road/Spalding County right-of-way (collectively the "County ROWs"). The Parties additionally acknowledge and agree that GDOT Authorizations will be required to allow the installation of the Heron Bay Line within the Georgia Route 155/GDOT right-of-way (the "GDOT ROW"). Community Services agrees to reimburse Spalding County for all necessary and reasonable charges, if any, from GDOT to Spalding County that directly arise from Spalding County's acquisition of the GDOT Authorizations, *provided however*, that prior to Spalding County incurring such GDOT charges, Spalding County shall provide advance notice of all such GDOT charges to Community Services and provide Community Services the opportunity to approve such charges as necessary and reasonable within the meaning of this Section 1.02, which approval shall not be unreasonably withheld.

To facilitate Spalding County's compliance with the foregoing obligations, Community Services shall provide Spalding County with relevant documentation and information, including design plans, surveys and the like. All Authorization requests, applications, and supporting materials, including those that concern or relate to construction easements or disturbance limits within the County ROWs and the GDOT ROW, are subject to Community Services' prior review and approval.

The Heron Bay Line and any Improvements shall be constructed pursuant to, and in accordance with, all specifications set forth in the applicable Authorizations, including, without limitation, any and all disturbance limits set forth therein, and any rules and regulations related thereto. To the extent required, Spalding County shall facilitate any road closures needed for any construction activity or work performed by, or on behalf of, Community Services under this Agreement.

Community Services' obligations and performance under this Agreement are expressly conditioned upon Spalding County's ability to obtain and grant all Authorizations described hereinabove and the ability of both Spalding County and the SCWSFA to obtain and grant all easements and other benefits to Community Services under Article II of this Agreement.

Section 1.03 Date of Commencement. The "Commencement Date" for construction of the Heron Bay Line and any Improvements for the purpose of this Agreement shall be deemed to mean such time when all Authorizations have been issued by applicable governmental authorities and actual construction has commenced beyond preparation. Community Services agrees to enter into a construction contract for the construction and installation of the Heron Bay Line and any Improvements (the "Construction Contract") prior to the Commencement Date.

Section 1.04 Right to Inspect. Community Services shall cause the Heron Bay Line and any Improvements to be completed in a good and workmanlike manner and in compliance with all applicable governmental regulations, requirements and Authorizations. Spalding County and the SCWSFA shall have the right to periodically inspect the construction of the Heron Bay Line and any Improvements from time to time as they may deem necessary and appropriate.

Section 1.05 Completion and Ownership Rights. Upon completion of the construction of the Heron Bay Line and any Improvements, Community Services shall furnish, or cause to be furnished, to Spalding County or the SCWSFA, a complete set of final "as-built" plans for the Heron Bay Line and any Improvements, as applicable. Upon completion of the Heron Bay Line and any

Improvements, Spalding may elect to convey portions of the Heron Bay Line and any Improvements located within the County ROWs or the GDOT ROW to the SCWSFA.

Section 1.06 Restoration Work. During the construction of the Heron Bay Line and any Improvements, Community Services shall use its best efforts to restore impacted areas within the County ROWs and the GDOT ROW to substantially the same condition as they existed before construction (the "Restoration Work"). Community Services shall fund the cost of the Restoration Work and coordinate its timing to minimize disruption of or interference with surrounding residences, business operations, and traffic patterns.

Section 1.07 Maintenance. Upon the completion of the Heron Bay Line and any Improvements and upon the recordation of the Easements contemplated by Article II of this Agreement, Community Services shall be responsible for the inspection, maintenance, repair and replacement of the Heron Bay Line and any Improvements. Community Services shall complete such inspection, maintenance, repair and replacement with due diligence and in a good and workmanlike manner in accordance with applicable law.

## Article II. TITLE AND EASEMENTS

Section 2.01 Ownership. During construction, and at all times thereafter, title to the portions of the Heron Bay Line and any Improvements located within the County ROWs and the GDOT ROW shall be held by Spalding County and shall at all times be subject to, and burdened by, the irrevocable easement rights granted to Community Services as set forth in this Agreement. Community Services and its successors and assigns shall retain all ownership rights to the portions of the Heron Bay Line or any Improvements not located within the County ROWs or GDOT ROW.

### Section 2.02 Easement Grant.

Concurrent with the execution of this Agreement, Spalding County shall grant, bargain and convey to Community Services one or more irrevocable, perpetual, exclusive easements through the portions of the Heron Bay Line and Improvements located in the County ROWs and the GDOT ROW and an irrevocable, perpetual non-exclusive easement, in, on, upon, over, through and across the County ROWs and the GDOT ROW necessary, and for the purpose of, Community Services' installation, use, operation, inspection, maintenance and repair of the Heron Bay Line and any Improvements. The foregoing easements shall be granted and conveyed to Community Services, together with one or more non-exclusive, perpetual easements for ingress and egress to and from and on, over, through and across, the drives and roadways within the County ROWs and the GDOT ROW necessary to access the Heron Bay Line and any Improvements by Community Services (collectively, the "Easements").

The form and content of each Easement shall be subject to Community Services prior review and written approval as to form and content.

Community Services shall incur all costs and expenses associated with surveying, legal description development, document preparation and recording of the Easements. Original, fully executed copies of the Easements granted pursuant to this Section shall be delivered to Community in approved, recordable form on or before the Commencement Date.

Section 2.03 Future Right-of-Way Improvements. If, at any time following the completion of the Heron Bay Line or any Improvements, Spalding County or GDOT deems it necessary to widen or increase the County ROWs and/or the GDOT ROW, upon reasonable notice and request, Community Services, at its sole cost and expense, agrees to relocate, or cause to be relocated, the portions of the Heron Bay Line and any Improvements located within such areas, *provided, however,* that applicable Easements or ROW's are first amended or replaced by comparable easements or ROW's sufficient to accommodate the relocation and continued operation of the Heron Bay Line and Improvements.

Section 2.04 Future Design Modifications. If, at any time following the completion of the Heron Bay Line or any Improvements, Community Services deems it necessary, in its sole and absolute discretion, to install within the County ROW and/or the GDOT ROW, one or more additional force mains or other apparatus, the County agrees and acknowledges that Community Services, upon reasonable notice to the County, shall be permitted to install such force mains or other apparatus at its sole cost and expense in accordance with the obligations, terms and conditions imposed upon the Parties under this Agreement.

## Article III. RESERVATION OF RIGHTS BY COMMUNITY

Section 3.01 Tap-in; Service Provision; No Third-Party Beneficiaries. Community Services reserves the right, on behalf of itself and any of its affiliates, successors, designees and assignees under this Agreement, to withhold, or grant, consent and permission to any third party to tie-on to any portion of the Heron Bay Line. Nothing set forth in this Agreement shall be construed to foreclose, limit, restrict or otherwise impact in any way, Community Services right to operate and manage the Facility as it, in its sole and absolute discretion, deems necessary or appropriate, subject to applicable law. Nothing in this Agreement shall require or obligate Community Services to

provide service to any party, including any party located or to be located within the Service Area. The Parties expressly agree and acknowledge that there are to be no third-party beneficiaries to this Agreement.

Section 3.02 Sale of Sewer Taps. Community Services reserves the right to require all builders building within the Heron Bay Development to buy sewer taps directly from Community Services. Spalding County agrees that it shall not sell sewer taps to any builder building within the immediate vicinity of the Heron Bay Line, and further that Spalding County shall cooperate in the sale of the sewer taps only as they relate to directing purchase of sewer taps by builders from Community Services.

#### Article IV. DEFAULT

Section 4.01 Default; Limitation of Liability. An "Event of Default" under this Agreement by any Party (the "Defaulting Party") shall be deemed to have occurred upon the failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after receiving written notice from another Party specifying the nature of such failure, provided that if such covenant, condition or obligation shall be of such nature that it can be fulfilled or performed and if the Defaulting Party in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or completely performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the Defaulting Party is then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

If any Party commits an Event of Default, then the Party to whose benefit the breached covenant runs (the "Non-Defaulting Party") shall have all remedies available under this Agreement at law or in equity (including, without limitation, the right to specific performance and injunctive relief). Additionally, if the Event of Default is the failure to reimburse amounts due hereunder, then the amount to be reimbursed by the Defaulting Party shall bear interest from the date due at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest rate allowed by applicable law.

Furthermore, and notwithstanding anything contained to the contrary in any other provision hereof, the monetary liability of any Defaulting Party shall be limited to the actual costs of performing and fulfilling any obligation for which such Defaulting Party is responsible hereunder, and the allocable portion of costs and expenses for which the Defaulting Party is responsible pursuant to this Agreement, together with interest thereon at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowed by applicable law, and all costs incurred in collecting such amounts, including reasonable attorneys' fees actually incurred.

Section 4.02 Injunctive and Other Remedies. In the event of a threatened breach or default by any Party of any obligation of this Agreement, the other Parties shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. In such event, the Parties hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach or threatened breach and/or relief by other available legal and equitable remedies from the consequences of such breach or threatened breach.

Section 4.03 Nonwaiver. No delay or omission of any Party in the exercise of any right accruing upon any default of another Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (a) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (b) all remedies under this Agreement, at law or in equity shall be available.

Section 4.04 Non-terminable Agreement. No breach or default of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner whatsoever, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

Section 4.05 Force Majeure. No Party is liable for failure to perform (except with respect to payment obligations) solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of Force Majeure occurs, the Party injured by another's inability to perform may suspend the Agreement, in whole or part, for the duration of the Force Majeure circumstances. A Party



Griffin, GA 30224  
Telephone: 770-467-4233  
Facsimile: 770-467-4227  
E-Mail: [wwilson@spaldingcounty.com](mailto:wwilson@spaldingcounty.com)

To SCWSA: Spalding County Water & Sewerage Facilities Authority  
P O Box 1087  
Griffin, GA 30224  
Telephone: 770-467-47233  
Facsimile: 770-467-4227

With a copy to: Beck, Owen and Murray  
One Griffin Center - Suite 600  
Griffin, GA 30223  
Attn: James R. Fortune, Jr., Esq.  
Telephone: 770-227-4000  
Facsimile: 770-229-8524  
E-Mail: [jfortune@beckowen.com](mailto:jfortune@beckowen.com)

#### ENTIRE AGREEMENT

This Agreement, including the documents incorporated herein by reference, set forth the entire agreement of the Parties with respect to the subject matter hereof. No change, modification, or attempted waiver of this Agreement or of any of its provisions shall be of any effect unless in writing and duly signed on behalf of the party against which it is sought to be enforced. This Agreement shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns.

#### Article IX. FURTHER ASSURANCES

On and after the Effective Date, the Parties shall, at the request of the other, make, execute and deliver or obtain and deliver all such certificates, resolutions and instruments and documents, and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and the intention of this Agreement.

#### Article X. NON-DEDICATION

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their respective heirs, successors, grantees, and assigns, any rights or remedies under or by reason of this Agreement.

#### Article XI. NO PARTNERSHIP OR JOINT VENTURE

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Furthermore, no Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

#### Article XII. DURATION

This Agreement and the Easements, rights, restrictions, obligations and liabilities hereby and hereunder created shall be perpetual to the extent permitted by law, unless otherwise provided herein.

#### Article XIII. SURVIVAL

This Agreement shall survive the Community Services Contribution and the construction of the Heron Bay Line and any Improvements.

#### Article XIV. MISCELLANEOUS

Section 14.01 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law provisions. Venue for all actions or claims arising from this Agreement shall be the courts of general jurisdiction in Spalding County, Georgia.

This Agreement is subject to the rules, regulations, orders and other requirements, nor or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the Parties or any of them, provided, however, that the provisions of this Agreement shall not be amended, modified or abrogated by any rules, regulations, order or other requirements promulgated, enacted or issued by Spalding or any other governmental entity after the Effective Date of this Agreement.

Section 14.02 Severability. If all or any portion of any provision of this Agreement shall be declared invalid or unenforceable under applicable laws, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect; *provided, however*, that if the excused performance of such unenforceable provision shall materially and adversely affect the interest of either Party, the Party so affected shall have the right to terminate this agreement by written notice thereof to the other Party, whereupon this Agreement shall become null and void and of no further force or effect.

Section 14.03 Exhibits. Whenever in this Agreement there is any reference to any article, section or exhibit, unless the context shall clearly indicate otherwise, such reference shall be interpreted to refer to an article, section, or exhibit in or to this Agreement. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part of this Agreement in the same manner as if it were restated verbatim herein.

Section 14.04 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

Section 14.05 Amendments. Any amendment to this Agreement must be in writing and signed by all Parties.

Section 14.06 Construction of Agreement. The Parties acknowledge that each Party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the agreement to be drafted.

Section 14.07 Number and Gender. All words and phrases used in this Agreement including, without limitation, all defined words and phrases, regardless of the number or gender used therein, shall be deemed to include any other number or gender as may be reasonably required by the context. If any Party to this Agreement is designated in this Agreement to be more than one person, then in such event, each Person so designated shall be jointly and severally liable for all duties, obligations and liabilities of such party hereunder.

IN WITNESS WHEREOF, the authorized representatives of the Parties have respectively caused this Agreement to be entered into on behalf of the Parties and the seals of the Parties to be affixed hereto on the date and year first above written.

Witness  
COMMUNITY SERVICES:  
COMMUNITY SERVICES, L.L.L.P.  
a Georgia Limited Liability Limited Partnership  
By: MBABGP, a Georgia Limited Liability Company, its  
General Partner  
Name: Brian Davison, Manager

Witness  
SPALDING COUNTY:  
SPALDING COUNTY, GEORGIA, a political subdivision  
of the State of Georgia  
Name: Edward Goss, Jr., Chair, Board of Commissioners

Witness  
SPALDING COUNTY WATER AND SEWERAGE  
FACILITIES AUTHORITY:  
SPALDING COUNTY WATER AND SEWERAGE  
FACILITIES AUTHORITY, public corporation established  
by the General Assembly of the State of Georgia  
Name: Dave Lamb, Chairman  
Spalding County Water and Sewerage Facilities Authority

-----  
--  
*Motion to approve the Force Main Construction, Access and Utility Easement Agreement between Spalding County, Spalding County Water and Sewerage Facilities Authority, and Community Services, LLC for the sewer line extension project from Sun City to Heron Bay Village Node, contingent upon refining the contact with Community Services LLLP to clearly state that anything spent out of pocket shall be reimbursed to the County, by Commissioner McDaniel and seconded by Commissioner Flowers-Taylor, carried by a vote of 4-0.*

13. Consider approval of Capacity Agreement relative to state inmates housed at the Correctional Institution for FY 2009.

*Motion to approve approval of Capacity Agreement relative to state inmates housed at the Correctional Institution for FY 2009 by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0. Contract on file.*

14. Consider authorizing initiation of text amendments to amend number of dwelling units allowed per building in apartments and to provide for schools as a permitted use in the Village Node classification.

This request was brought about by discussions with Minerva Properties relative to their new charter school that is anticipated in the Heron Bay Village Node. The inclusion of schools was merely an oversight in development of this ordinance initially, and this amendment should correct that omission. With regard to apartments, a developer is interested in building larger apartment buildings with smaller footprints which won't affect the number of units but rather accommodate for larger buildings. The buildings will have greater mass and be taller. The height restrictions are rather generous already and won't be adversely affected. This amendment won't increase parking requirements since that is based on number of units, so more greenspace should be the end result with less impervious space. Even with the amendment, these buildings won't qualify as mid-rise, let alone high-rise buildings. An affirmative vote tonight will initiate a request to the Planning Commission for due process.

*Motion and second to approve authorizing initiation of text amendments to amend number of dwelling units allowed per building in apartments and to provide for schools as a permitted use in the Village Node classification by Commissioners Flowers-Taylor and Freeman, carried 4-0.*

15. Consider lease agreement with the City of Griffin for Volunteer Park, Watkins Field, City Park Gymnasium and Beck Field.

#### LEASE AGREEMENT

STATE OF GEORGIA,  
COUNTY OF SPALDING,

THIS LEASE AGREEMENT, dated May 19, 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 January 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) in year one and all future years, 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 January 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 January 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.

(Schedules "A", and "B" are attached and made a part hereof)

-----  
--

*After much discussion, motion and second to approve with the stipulation that Paragraph B reflect a lease payment of only \$1.00 with no cost of living adjustments, by Commissioners Flowers-Taylor and McDaniel, carried by a vote of 3-1 with Commissioner Freeman opposing.*

16. Commissioner Gwen Flowers-Taylor desires to discuss the possibility of Spalding County purchasing and utilizing its own equipment for the paving of County roads.

*Motion to postpone Items #16 and #17 on tonight's agenda to allow for completion of her study before bringing the issues for discussion by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0.*

17. Commissioner Gwen Flowers-Taylor desires to discuss the policy of the County for bidding and contracting for professional services.

*See above motion.*

**XII. REPORT OF COUNTY MANAGER**

- The County recently graduated eight in the 2008 Leadership Griffin/Spalding program. Mr. Wilson expressed his pride in their completion of the curriculum.
- For the seventh consecutive year, Ms. Jinna Garrison has received the Award for Excellence in Financial Reporting, a very prestigious honor. He urged all to congratulate her on her achievement.
- There will be a Public Hearing on Monday, June 2 for budget review at 5 p.m. and a Public Hearing regarding the Yamacraw Road Landfill site at 5:30 before the Board's meeting at 6 p.m.
- The Reval will start the first week of June, with a press release issued within the next 5-10 days.
- Work is ongoing at Memorial Drive Plaza for the relocation of Parks & Recreation and Victims Service Unit of the Spalding Sheriff's Department. Hopefully, personnel can move in July 1. The County can then attempt to sell the current Parks and Recreation facility on Camp Northern Road.

- There will be a meeting scheduled soon to fine tune SPLOST projects for this year's referendum. Mr. Wilson stated he and Chairman Goss met with City Manager Kenny Smith and Mayor Doug Hollberg to discuss projects further and they will get more information before finalizing projects.

**XIII. REPORT OF COMMISSIONERS**

**Freeman** – He requested follow-up on the demolition on the old Highland Mill property. Mr. Wilson said he would ensure this was done.

**Flowers-Taylor** – She inquired about the possibility of scheduling the Commissioners' Budget Review in a comprehensive, one-day event. She already knows that she cannot attend the first two days and doesn't want to impede the process. Commissioner Phillips is generally off on Mondays, so she wondered if perhaps they could meet all day on June 2 from 9 am forward. It was noted that there is also a budget hearing at 5 p.m. and the Yamacraw Road Landfill public hearing at 5:30 with a Board of Commissioners regular meeting to follow at 6 p.m. This will make for a long day but is doable. Mr. Wilson offered to meet in advance with anyone to answer questions or provide info.

**McDaniel** – He reminded everyone there would be a presentation at Thursday night's Board of Commissioners Zoning Public Hearing from the consultants for the North Hill Corridor LCI Study.

**XIV. ADJOURNMENT**

*Motion to adjourn by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 4-0 at 8:28 p.m.*

\_\_\_\_\_  
Chairman

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

.....