

## **Extraordinary Session**

The Board of Commissioners of Spalding County, Georgia, held their Extraordinary Session on Monday, March 20, 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; County Attorney James R. Fortune, Jr.; Administrative Services Administrator Jinna Garrison; Community Development Director Chuck Taylor; and Executive Secretary Teresa Watson.

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

**II. INVOCATION – Rev. Michael Moore**

**III. PLEDGE TO FLAG – Led by William Wilson**

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

**V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of Financial Statement for eight months ended February 2006.

*Commissioner Davis made a motion to approve the Financial Statement for the eight months ended February 2006, seconded by Commissioner McDaniel. Motion carried by a unanimous vote of 5-0.*

**VI. CITIZENS COMMENTS**

1. Clinton Crawley desires to address the Board regarding the Ten Commandments.

Clinton Crawley, 2318 Vaughn Road, Griffin, Georgia

Mr. Crawley presented a petition with over 400 signatures, asking that the Ten Commandments be considered for posting in the County Courthouse. He presented a proposal to commissioners for an 11 x 17 copy of the Ten Amendments on beige, marbled paper, matted and framed. He addressed opposition that might cite the separation of church and state. Mr. Crawley also said he would provide a 17 x 22 copy of the Bill of Rights, matted and framed. His group, the Southern Crescent League of the South, was willing to provide both finished documents for posting. He presented a copy of a news article in a recent issue of the Griffin Daily News in which representative Lynn Westmoreland voiced his support and noted the state government had no problem with such displays.

Mr. Fortune said a commissioner would have to request the item be placed on a future agenda for action later. The agenda item tonight was for discussion only.

Commissioner Flowers-Taylor requested the item be placed for action on the next agenda.

**VII. PUBLIC COMMENT**

Kelly Palmatier, 450 Malier Road, Griffin, Georgia

Ms. Palmatier said she wanted to expound on her previous comments to the Board last month regarding the spay/neutering differential licensing program she proposed. This program would help prevent animal overpopulation rather than just dealing with the problem's aftermath. The effect of such a policy would be that the people who perpetuate the problem would also help defray the cost of resolving the problem. The program should reduce costs associated with animal overpopulation, increase revenues to the County, decrease the incidence of dog attacks, reduce the number of pet-related auto accidents, and result in a positive citizen response. She handed out copies of the proposal referenced earlier and asked that the item be placed on a future agenda and offered to answer questions.

Commissioner Flowers-Taylor said she wanted to at least look at the program and asked that it be put on a future agenda, and Commissioner McDaniel asked that comments and ideas be solicited from Brent Foster, Animal Control Supervisor, as well, prior to that time. Commissioner Flowers-Taylor asked that a review of the Animal Restraint Districts map be placed on an April agenda.

Steven Fusco, Epstein, Becker and Green, attorneys

Mr. Fusco represents Billy Mathis, who owns property to the south of the conservation subdivision on Item 8 on tonight's agenda. He urged the Board to defer the issue if at all possible since this conservation subdivision involves some sensitive environmental issues. Additional property owners, along with Mr. Mathis, would like additional time and urged careful consideration of the item. He said a constitutional objection should be noted.

Virginia Martin, 620 Oak Grove Road, Griffin, Georgia

She was present to speak on Item #4, the Savannah Park Subdivision. This 80-unit subdivision proposes ingress/egress off Oak Grove Road only. These homes will probably be smaller in size and on smaller lots than those on Oak Grove Road. Increased traffic is the major problem, which already taxes this small thoroughfare. She asked for consideration on Highway 362 and Pine Hill Road for ingress/egress, rather than Oak Grove Road.

Robert Paul Jones, 619 Oak Grove Road, Griffin, Georgia

Mr. Jones stated his opposition to the proposed road to access this subdivision. The area is nice and he would like to see it remain that way, but this proposal would definitely complicate that situation. He also felt that an entrance/exit on Pine Hill Road or Highway 362 would be preferred. Increased traffic on a road that experiences heavy traffic already would be problematic.

Janice Bogan, 103 Petticoat Lane, Griffin, Georgia

Her street feeds into Oak Grove Road, which is a short dead-end street in an established neighborhood. The neighborhood is their dream area of older, well planned homes, not starter homes. She did not want to see this area deteriorate which would most certainly happen with approval of this proposal.

Clarence Sanders, 49 Cato Street, Griffin, Georgia

He echoed the opposition stated already to the Savannah Park Subdivision opening onto Grove Oak Road.

Michael Kendall, requested the Board amend the agenda to exchange New Business Item #5 with Item #4, and the applicant for Item #4 offered to make the exchange.

## **VIII. MINUTES**

1. Consider approval of the minutes of the Regular Monthly Meeting of March 6, 2006.

*Commissioner McDaniel made a motion to approve the minutes as presented, seconded by Commissioner Davis. Motion carried by a unanimous vote of 5-0.*

## **IX. CONSENT AGENDA**

1. Consider on second reading approval of an Ordinance Amending the FY 2006 Budget Ordinance to provide for insurance proceeds for damaged vehicle.

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2006 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



Obligation Sales Tax Bonds (the “Bonds”) in the aggregate principal amount of up to \$10,250,000 for the purpose of funding the Projects; and

WHEREAS, the Election authorized the Bonds to be issued in the aggregate principal amount of up to \$10,250,000 and the proceeds from the sale of the Bonds to be applied by the County for such purposes, specifically, the cost of the acquisition of an 800 megahertz radio system (the “Bond Financed Project”) and for the payment of costs associated with the issuance of the Bonds; and

WHEREAS, A.G. Edwards & Sons, Inc. (the “Underwriter”), has offered to purchase the Bonds pursuant to the terms contained in a Bond Purchase Agreement relating to the Bonds (the “Purchase Agreement”); and

WHEREAS, it is necessary, in order to issue and deliver the Bonds, to accept and approve the form and terms of the Bond Purchase Agreement, to approve the form of the Bond, to authorize the execution and delivery of the Bonds, to levy an annual tax if necessary on the taxable property within the limits of the County to pay the principal of and interest on the Bonds as the same becomes due; and

WHEREAS, the Bonds shall be first payable from the proceeds received by the County from the imposition of the Sales and Use Tax on all sales and uses in the County levied pursuant to the Sales Tax Act, which Sales and Use Tax was authorized to be levied in the County at the Election heretofore described; and

WHEREAS, the Sales Tax Act requires that the County segregate the proceeds of the Sales and Use Tax and apply the proceeds of the same to the payment of the Bonds and to the payment of costs of the Projects not being paid from the proceeds of the Bonds; and

WHEREAS to facilitate the payment of the Bonds, the County proposes to authorize and direct the State of Georgia, Department of Revenue, Sales and Use Tax Division to remit all proceeds of the Sales and Use Tax directly to Branch Banking & Trust Company, Wilson, North Carolina, as sales tax custodian (in such capacity, the “Custodian”) pursuant to the Custodial Agreement, between the County and the Custodian (the “Custodial Agreement”) delivered simultaneously with the issuance of the Bonds; and

WHEREAS, the County proposes to designate an Authenticating Agent, Bond Registrar and Paying Agent with respect to the Bonds; and

WHEREAS, the County proposes to purchase a municipal bond insurance policy (the “Policy”) relating to the Bonds from Financial Security Assurance Inc. (the “Insurer”); and

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS OF SPALDING COUNTY, and it is hereby resolved by authority of the same as follows:

Section 1. Terms of Bonds; Payment; Use of Proceeds. The Bonds shall be designated as “Spalding County, Georgia General Obligation Sales Tax Bonds, Series 2005.” The Bonds shall be dated their date of issuance, shall be issued in the denomination of \$5,000 each, or any integral multiple thereof, and shall be numbered R-1 upward in order of issuance as shown on the books of the bond registrar. The Bonds shall bear interest on each June 1 and December 1 (each an “Interest Payment Date”) commencing December 1, 2006 until maturity at the respective rates per annum set forth below (based upon a 360-day year comprised of twelve 30-day months). The principal of the Bonds shall mature on June 1, in the years and principal amounts, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2007	\$3,215,000	4.000%
2008	300,000	3.375

2008	1,170,000	3.500
2008	1,985,000	4.000
2009	1,000,000	3.250
2009	705,000	3.375
2009	1,875,000	3.500

The proceeds of the Bonds will be expended for the purpose of funding the Bond Financed Project and paying costs of issuance of the Bonds.

Section 2. Authorization of Purchase Agreement. The execution, delivery and performance by the County of the Purchase Agreement are hereby authorized. The Purchase Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners of the County, and the execution and delivery of the Purchase Agreement by the Chairman of the Board of Commissioners of the County as hereby authorized shall be conclusive evidence of any such approval

Section 3. Designation of Paying Agent, Bond Registrar and Authentication Agent. The principal of and interest on the Bonds shall be payable at the principal office of Branch Banking & Trust Company, Wilson, North Carolina, as Paying Agent (in such capacity, the "Paying Agent"), in lawful money of the United States of America. The Paying Agent is also hereby designated as Bond Registrar and Authentication Agent (in such capacities, the "Bond Registrar").

Section 4. Debt Service Schedule. The County does hereby determine that for the purpose of paying the principal of and interest on the Bonds, it is necessary to raise by a tax on all the taxable property in the County subject to taxation for general obligation bond purposes, the sums in each of the years as more fully set forth in Exhibit A attached hereto and made a part hereof.

Section 5. Execution of Bonds by County. The Bonds shall be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners and the corporate seal of the County shall be imprinted or impressed thereon and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall be affixed to the Bonds shall cease to be such officer before the Bonds so executed shall have been actually delivered, the Bonds nevertheless shall be valid Bonds of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Bonds are actually delivered.

Section 6. Bond Form. The Bonds, the certificate of validation and the provision for registration or transfer shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF GEORGIA  
COUNTY OF SPALDING (GEORGIA)  
GENERAL OBLIGATION SALES TAX BONDS

No. R-\_\_\_\_ \$ \_\_\_\_\_

Bond Date:	Maturity Date:	Interest Rate:	CUSIP:
April 4, 2006	June 1, _____	_____ %	_____

KNOW ALL MEN BY THESE PRESENTS: That Spalding County, Georgia (the "County") hereby acknowledges itself to owe, and for value received hereby promises to pay to CEDE & CO., a nominee of the Depository Trust Company, or registered assigns, in lawful money of the United States of America, the principal

sum shown above on the date indicated above, unless redeemed prior thereto as hereinafter provided, at the principal office of the Bond Registrar and Paying Agent, Branch Banking & Trust Company, Wilson, North Carolina (the "Paying Agent" or the "Bond Registrar"), and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable semiannually on the first days of June and December in each year (each an "Interest Payment Date"), commencing December 1, 2006 from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to December 1, 2006, in which event from April 4, 2006, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. Except as provided below, the principal hereof shall be paid only upon surrender of this bond at the principal office of the Paying Agent. The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Paying Agent, and mailed on the date due, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. Interest on this bond is payable to any registered owner of more than \$1,000,000 in aggregate principal amount of bonds by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date, and principal and interest on this Bond while registered in the name of the Depository Trust Company or its nominee may be paid in accordance with the procedures of the Depository Trust Company.

This Bond is one of an issue of like tenor except as to numbers, interest rates, redemption provisions and dates of maturity aggregating in principal amount the sum of \$10,250,000 authorized by a resolution of the Board of Commissioners of the County adopted March 20, 2006 (the "Resolution"), approved by a majority of the voters of the County voting in an election held on November 8, 2005 (the "Election").

The Bonds may be issued only in registered form in the denomination of \$5,000 or integral multiples thereof. The person in whose name this bond is registered on the registration books kept by the Bond Registrar shall be deemed to be the owner of this bond for all purposes. If the Bonds are no longer registered to a securities depository or its nominee, the ownership of this bond may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this bond. Upon such registration of transfer, a new bond or bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor. In addition, if the bonds are no longer registered to a Securities Depository, this bond, upon the surrender thereof at the principal corporate trust office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may, at the option of the owner, be exchanged for an equal aggregate principal amount of bonds of the same maturity, interest rate, aggregate principal amount and tenor of any authorized denomination or denominations, in the manner and subject to the conditions provided in the Resolution.

This Bond is not subject to redemption prior to its maturity.

Pursuant to Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Sales Tax Act"), and as approved in the Election, there has been imposed upon all sales and uses in the County a one percent sales and use tax (the "Sales and Use Tax") for a period of time of not to exceed 11 calendar quarters for the purpose of making certain capital improvements in the County and for paying the principal and interest on the Bonds. Pursuant to a Custodial Agreement, dated the date of issuance of the Bonds (the "Custodial Agreement"), between the

County and Branch Banking & Trust Company, Wilson, North Carolina, as custodian (in such capacity, the "Custodian"), the County has agreed to cause to be paid to the Custodian sufficient proceeds from the Sales and Use Tax for the Custodian to pay to the Paying Agent amounts sufficient to make payments of principal and interest on the Bonds as the same become due and payable.

In addition, the County has levied an ad valorem tax on all property in the County subject to taxation for ad valorem bond purposes in sufficient amounts to meet all payments of principal and interest on the Bonds should the proceeds of the Sales and Use Tax prove insufficient.

It is further certified and recited that all acts, conditions and things required by the Constitution or laws of the State of Georgia to exist, be performed or to happen precedent to and in the issuance of this Bond exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection of a direct annual tax sufficient to pay the principal of and interest on this Bond in accordance with its terms and that the total indebtedness of the County, including this Bond, does not exceed any limitation prescribed by such Constitution or laws.

This Bond shall not be entitled to any benefit under the Resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County, acting by and through its Board of Commissioners, has caused this Bond to be executed in its name by its Chairman, its corporate seal to be hereunto printed or affixed and attested by the Clerk of the County.

SPALDING COUNTY, GEORGIA  
By: Eddie L. Freeman (L.S.)  
Chairman

(SEAL)  
Attest:  
William P. Wilson, Jr. (L.S.)  
Clerk, Spalding County Georgia

\* \* \*

#### AUTHENTICATION CERTIFICATE

The foregoing Bond is one of the Bonds described in the within mentioned authorizing resolution and is hereby authenticated as of the date set forth above.

DATE OF AUTHENTICATION:

Branch Banking & Trust Company,  
Authentication Agent & Bond Registrar

\_\_\_\_\_  
Authorized Signatory

\* \* \*

#### STATEMENT OF INSURANCE

Financial Security Assurance Inc. ("Financial Security"), New York, New York, has delivered its municipal bond insurance policy with respect to the scheduled payments due of principal of and interest on this Bond to Branch Banking and Trust Company, Wilson, North Carolina, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the

principal office of the Paying Agent and a copy thereof may be obtained from Financial Security or the Paying Agent.

\* \* \*

VALIDATION CERTIFICATE

STATE OF GEORGIA  
COUNTY OF SPALDING

The undersigned Clerk of the Superior Court of Spalding County, Georgia, does hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Spalding County, Georgia on the 31<sup>st</sup> day of January, 2006, that no intervention or objection was filed to the validation of this Bond and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto caused to be affixed or imprinted my manual or facsimile signature and the official seal of the Superior Court of Spalding County, Georgia.

Clerk, Superior Court,  
Spalding County, Georgia

\_\_\_\_\_

\* \* \*

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY  
OR OTHER IDENTIFYING NUMBER  
OF ASSIGNEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the within bond of SPALDING COUNTY and does hereby constitute and appoint \_\_\_\_\_ attorney to transfer the said bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date:

In the presence of: \_\_\_\_\_

\_\_\_\_\_

Bondholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

\* \* \* \* \*

(END OF BOND FORM)

Section 7. Authorization of a Preliminary Official Statement and Official Statement; Deemed Final Certificate and Continuing Disclosure. The use and distribution by the Underwriter of the Preliminary Official Statement, dated March 16, 2006, relating to the Bonds is hereby ratified and approved. The execution, use and distribution of the Official Statement relating to the Bonds are hereby authorized and approved. The Official Statement shall be in substantially the same form as the Preliminary Official Statement subject to such changes, additions or deletions as may be approved by the Chairman of the Board of Commissioners, and the execution of the Official Statement by the Chairman of the Board of Commissioners as hereby authorized shall be conclusive of such approval. The Chairman of the Board of Commissioners is hereby authorized to execute a certificate on behalf of the County under which he deems the Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), except for information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter and other terms of the Bonds and any underlying obligations depending on such matters. The execution, delivery and performance of the Continuing Disclosure Agreement relating to the Bonds and the County is hereby authorized. Such Continuing Disclosure Agreement shall be in substantially the form approved by the Chairman of the Board of Commissioners and the execution of such Continuing Disclosure Agreement by the Chairman of the Board of Commissioners as hereby approved shall be conclusive evidence of such approval.

Section 8. Delivery of Bonds. The Chairman of the Board of Commissioners of the County is hereby authorized to deliver the Bonds to or for the account of the Underwriter thereof upon payment of the purchase price therefor as provided in the Purchase Agreement. The Chairman and Clerk of the Board of Commissioners of the County are hereby authorized and directed to prepare and furnish to the purchasers of the Bonds, when the Bonds are issued, certified copies of all proceedings and records of the County relating to the Bonds and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the Board of Commissioners' custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the County as to the truth of all statements contained therein.

Section 9. Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Bond Registrar shall be deemed to be validly issued hereunder. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Bond signed by an authorized signatory shall be deemed to have been executed by the Bond Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Bonds.

Medium and Places of Payment. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The principal and interest on the Bonds shall be payable as provided in the form of Bond approved in this resolution.

All Bonds may have endorsed thereon such legends, text or identification numbers as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto.

Section 10. Registration of Transfer and Exchange of Bonds. The Bond Registrar shall cause books for the registration of transfer of the Bonds to be kept.

Bonds may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Bond at the principal corporate office of the Bond Registrar, the County shall execute, and the Bond Registrar shall authenticate, and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations (\$5,000 or integral multiples thereof), numbered consecutively in order of issuance according to the records of the Bond Registrar.

The Bonds may be exchanged at the principal corporate office of the Bond Registrar for an equal aggregate principal amount of Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The County shall execute, and the Bond Registrar shall authenticate and deliver, Bonds which the bondholder making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registration of transfers or exchanges of Bonds shall be without charge to the owner of such Bonds, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to register as transferred or exchange any Bond after notice of redemption has been given or for 15 days prior to the giving of such notice.

All Bonds surrendered upon any registration of transfer provided for in this Resolution shall be promptly canceled or destroyed by the Bond Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation or destruction shall be furnished by the Bond Registrar to the County.

Section 11. Registered Owners. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 12. Continuing Request. The inclusion of the foregoing provisions shall constitute (i) a continuing request from the County to the Clerk of the Superior Court of Spalding County, unless his/her signature shall occur by facsimile, to execute the certificate of validation on any replacement Bonds issued pursuant hereto, and (ii) the appointment of the Bond Registrar as agent for the County to do any and all things necessary to affect any replacement, exchange or registration of transfer.

Section 13. Mutilated or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed or lost, the County may cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange or substitution for any such Bond upon, in the case of mutilated Bonds, surrender of such Bonds, or in the case of destroyed or lost Bonds, the owners filing with the County, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the County may pay the same.

Section 14. Global Form; Securities Depository; Ownership of Bonds.

Upon the initial issuance, the ownership of each Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each

maturity of the Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company.

If at any time (i) the County determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) if the Securities Depository notifies the County that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or (iii) if the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the County within 90 days after the County receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the County shall execute and the Paying Agent shall authenticate and deliver certificates representing the Bonds to the bondholders. Bonds issued pursuant to this subsection shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Paying Agent. Upon exchange, the Paying Agent shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

For purposes of this Resolution, the following terms shall have the meanings set forth below:

“Agent Member” means a member of, or participant in, the Securities Depository.

“Book-Entry Form” or “Book-Entry System” means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds may be transferred only through book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

Section 15. Custodial Agreement for Sales and Use Tax Proceeds. The execution, delivery and performance by the County of the Custodial Agreement is hereby authorized. The Custodial Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners of the County, and the execution and delivery of the Custodial Agreement by the Chairman of the Board of Commissioners of the County as hereby authorized shall be conclusive evidence of any such approval. The County may, by resolution prior to or after the date of initial issuance of the Bonds, designate another Custodian to substitute for the Custodian herein named as a party to the Custodial Agreement hereby authorized.

Section 16. Levy of Tax. In compliance with Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia, there is hereby levied a continuing direct annual tax on all taxable property within the limits of the County as the same shall now exist and within any future extensions thereof, sufficient to produce sums which, in addition to the pledged proceeds of the sales and use taxes referred to in the Custodial Agreement, will be sufficient to pay principal and interest on the Bonds as they come due and as set forth on Exhibit A, and the same are hereby irrevocably

pledged and appropriated to the payment of the principal of and interest on the Bonds, and provision to meet the requirements of this resolution shall hereafter be made in due time and manner, in the annual appropriation resolution of the County, so that the Bonds, including both principal and interest, shall be fully paid as the same mature.

Section 17. Pledge of Sales and Use Tax. Based upon historical levels of sales and use taxes collected in the County, and the required debt service on the Bonds, the County hereby determines that during each year in which any payment of principal or interest on the Bonds comes due, the County will receive from the Sales and Use Tax net proceeds sufficient to fully satisfy its liability for debt service on the Bonds. The proceeds of the Sales and Use Tax are hereby pledged irrevocably to the extent provided in the Custodial Agreement to the payment of the principal of and interest on the Bonds, and the State of Georgia, Department of Revenue, Sales and Use Tax Division is hereby directed to remit all proceeds of the Sales and Use Tax being collected in Spalding County to the Custodian.

The Sales and Use Tax proceeds on deposit with the Custodian shall be used to pay first the debt service requirements on the Bonds as set forth in Exhibit A; thereafter, any Sales and Use Tax proceeds in the Sales Tax Fund (as defined in the Custodial Agreement) above the amount equal to accrued but unpaid debt service payments on the Bonds shall be remitted to the County and shall be used and applied towards the costs of the Projects not being paid from the proceeds of the Bonds and as required by the Sales Tax Act.

Section 18. Construction Fund. There is hereby authorized and directed to be created a special trust fund designated "Spalding County, Georgia Construction Fund" with Branch Banking & Trust Company, Atlanta, Georgia (in such capacity, the "Construction Fund Custodian") into which the net proceeds received from the sale of the Bonds shall be deposited. The net bond proceeds remaining in the Construction Fund shall be applied to the costs of the Bond Financed Project and for the payment of the cost of issuing the Bonds, including the payment of a premium for the Policy. Such moneys as are deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in Section 19 hereof. The County may by resolution prior to or after the date of initial issuance of the Bonds designate another bank to serve as Construction Fund Custodian hereunder.

Section 19. Use of Proceeds in Construction Fund. Any moneys in the Construction Fund may, upon direction of the County, be invested and reinvested by the Construction Fund Custodian in any investments permitted under the Constitution and the laws of the State of Georgia for the investment of bond proceeds by a governmental entity like the County, including, but not limited to, the following investments:

(i) The local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated;

(ii) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State;

(iii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iv) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(v) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to

payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(vi) Certificates of deposit of national or state banks located within the state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess; direct and general obligations of this state or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (iii) hereof, obligations of the agencies of the United States Government included in paragraph (iv) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (v) hereof;

(vii) Repurchase agreements with respect to obligations included in (ii), (iii), (iv), (v) or (vi) above and any other investments to the extent at the time permitted by then applicable law for the investment of public funds; and

(viii) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(a) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraph (iii) hereof and repurchase agreements fully collateralized by any such obligations;

(b) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(c) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(d) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within this State.

Such investments shall be held by the Construction Fund Custodian in its name for the account of the Construction Fund. All income on earnings thereon shall be credited to the Construction Fund or for debt service on the Bonds. Withdrawals from the Construction Fund may be made for the purpose of paying the cost of acquiring, constructing and equipping the Bond Financed Project or for debt service on the Bonds.

Section 20. Tax Covenants and Representations. The Bonds are being issued by the County in compliance with the conditions necessary for the interest income on the Bonds to be excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The County intends that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the County hereby represents to and covenants with the owners of the Bonds from time to time as follows:

(a) that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes;

(b) that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the County, or any portion of the property financed by the proceeds of the Bonds, or take or omit to take any action in a way that would cause the interest on the Bonds to be includable in gross income for federal income tax purposes; and

(c) that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the County or take or omit to take any action that would cause the Bonds to be deemed to be “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the County covenants with the owners from time to time of the Bonds that it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds or the proceeds thereof. Without limiting the foregoing, the County specifically covenants and agrees that it will pay such amounts, and file such forms and reports as may be required from time to time to comply with the arbitrage rebate provisions under Section 148(f) of the Code and applicable treasury regulations.

Section 21. Non-Arbitrage Certification. The Chairman or Clerk of the Board of Commissioners of the County is hereby authorized to execute and deliver on behalf of the County a non-arbitrage certificate in order to comply with Sections 103(b)(2) and 148 of the Code and the applicable Treasury Regulations thereunder and setting forth therein such expectations and covenants on the part of the County as may be necessary or appropriate to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes. Such certification shall be in substantially the form approved by the Chairman or the Clerk of the Board of Commissioners, and the execution of such certification by the Chairman or the Clerk as hereby authorized shall constitute conclusive evidence of such approval.

Section 22. General Authorizations. From and after the adoption of this resolution, the proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents, instruments, certificates and reports as may be necessary or desirable in connection with the issuance and sale of the Bonds and to carry out and comply with the provisions of this resolution, and are further authorized to take any and all further actions and execute any and all other documents, instruments, reports and certificates as may be necessary or desirable in connection with the issuance and sale of the Bonds and the execution and delivery of the Purchase Agreement, the Official Statement and the Custodial Agreement, and to document compliance with the provisions of all applicable laws.

Section 23. Confirmation of Actions. All acts and doings of the officers of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bonds and the execution, delivery and performance of the Purchase Agreement, the Official Statement and the Custodial Agreement and the issuance and sale of the Bonds shall be, and the same hereby are, in all respects approved and confirmed.

Section 24. Repeal of Conflicting Resolutions. All resolutions or proceedings or parts of resolutions or proceedings of the County in conflict with the provisions of this resolution shall be, and the same hereby are, repealed.

Section 25. Effective Date. This resolution shall be effective immediately upon its adoption.

Adopted and approved by the Board of Commissioners of Spalding County, Georgia this 20<sup>th</sup> day of March, 2006.

SPALDING COUNTY, GEORGIA  
Eddie L. Freeman (L.S.)  
Chairman, Board of Commissioners, Spalding County, Georgia  
(SEAL)

Attest:  
William P. Wilson, Jr. (L.S.)  
Clerk, Spalding County, Georgia

EXHIBIT A  
DEBT SERVICE SCHEDULE

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
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EXHIBIT B  
BOND PURCHASE AGREEMENT

\* \* \*

EXHIBIT C  
CUSTODIAL AGREEMENT

\* \* \*

CLERK'S CERTIFICATE

The undersigned Clerk of Spalding County, Georgia, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on March 20, 2006 by the Board of Commissioners of Spalding County, Georgia, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout and that the original of such resolution is in the minute book of the Board of Commissioners of Spalding County which is in my custody and control.

This 20<sup>th</sup> day of March, 2006.

William P. Wilson, Jr. (L.S.)  
Clerk  
Spalding County, Georgia  
(SEAL)

\* \* \*

**RULE 15c2-12  
OF SPALDING COUNTY**

The undersigned hereby certifies and represents to A.G. Edwards & Sons, Inc.. (the "Underwriter") that he is the duly elected or appointed and acting Chairman of the Board of Commissioners of Spalding County, which is charged with managing the affairs of Spalding County (the "County") authorized to execute and deliver this Certificate and further certifies on behalf of the County to the Underwriter, as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") in connection with the

offering and sale of the Spalding County General Obligation Sales Tax Bonds, Series 2005 (the "Bonds").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof (the "Preliminary Official Statement"), setting forth, among other things, certain information concerning the Bonds and the County.

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter (if any) and other terms of the Bonds and any underlying obligations depending on such matters, all with respect to the Bonds and any underlying obligations.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, final as of its date, and, to the best of my knowledge, the information therein is accurate and complete except for the Permitted Omissions.

IN WITNESS WHEREOF, the County has caused this Certificate to be executed in its name and its seal to be affixed hereto as of this March 16, 2006.

SPALDING COUNTY

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

\* \* \*

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by Spalding County, Georgia (the "County") in connection with the issuance of the Spalding County General Obligation Sales Tax Bonds, Series 2005 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Spalding County Board of Commissioners on March 20, 2006 (the "Bond Resolution"). The County hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the Beneficial Owners (as herein defined) of the Bonds and in order to assist the Participating Underwriter (as herein defined) in complying with the Rule (as herein defined).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to the Rule and this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean any person(s) appointed from time to time by the County to assist in carrying out its obligations under this Disclosure Certificate.

“Fiscal Year” shall mean any period of twelve consecutive months adopted by the County as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending June 30 of the next calendar year.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto. Currently, the MSRB’s address is:

MSRB  
1150 18th Street, N.W.  
Suite 400  
Washington, DC 20036  
Attn: Disclosure

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

FT Interactive Data  
Attn: NRMSIR  
100 William Street, 15<sup>th</sup> Floor  
New York, New York 10038  
Telephone: (212) 771-6999  
Facsimile: (212) 771-7390  
E-Mail: NRMSIR@interactivedata.com

Bloomberg Municipal Repository  
100 Business Park Drive  
Skillman, New Jersey 08558  
Telephone: (609) 279-3225  
Facsimile: (609) 279-5962  
E-Mail: MUNIS@bloomberg.com

Standard & Poor’s Securities Evaluations, Inc.  
55 Water Street  
45<sup>th</sup> Floor  
New York, New York 10041  
Telephone: (212) 438-4595  
Facsimile: (212) 438-3975  
E-Mail: nrmsir\_repository@sandp.com

DPC Data, Inc.  
One Executive Drive  
Fort Lee, New Jersey 07024  
Telephone: (201) 346-0701  
Facsimile: (201) 947-0107  
E-Mail: nrmsir@dpcdata.com

“Official Statement” shall mean the Official Statement of the County relating to the Bonds.

“Participating Underwriter” shall mean A.G. Edwards & Sons, Inc., Atlanta, Georgia.

“Repository” shall mean (i) each National Repository and each State Repository or (ii) DisclosureUSA.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Georgia.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. As of the date of this Disclosure Certificate, there is no State Repository.

### Section 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent (if any) to, not later than 180 days after the end of the Fiscal Year, commencing with Fiscal Year 2006, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 business days prior to such date the County shall provide the Annual Report to the Dissemination Agent (if any). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided however, that if audited financial statements are unavailable, unaudited financial statements may be submitted so long as such audited financial statements are furnished when available.

(b) The County or the Dissemination Agent (if any) shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any, and the MSRB; and

(ii) If the County is unable to provide to the Repositories an Annual Report (or the audited financial statements which were to be separately submitted) by the date required in subsection (a), send a notice to each National Repository or the MSRB and each State Repository, if any, in substantially the form attached as Exhibit A.

Section 4. Content of Annual Reports. The County’s Annual Report shall contain or incorporate by reference the following:

(a) If audited financial statements are not yet available, the unaudited financial statements of the County, and when audited financial statements are available, the audited financial statements of the County, both such types of financial statements to be prepared in conformity with generally accepted accounting principles, as in effect from time to time. Such financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants in conformity with generally accepted auditing.

(b) If the accounting principles changed from the previous Fiscal Year and if such changes are material to the County, a description (as required by Section 8 of this Disclosure Certificate) of the impact of the change.

(c) A statement indicating that the Fiscal Year has not changed, or, if the Fiscal Year has changed, a statement indicating the new Fiscal Year.

(d) Information for the preceding Fiscal Year regarding the following categories of financial information and operating data of the County, to the extent not included in the audited financial statement (including the notes thereto) of the County, (i) described in the Official Statement under the headings “Limitations on County Debt”, “Historical Property Tax Data,” “Property Tax Levies and Collections,” “Millage Rates” and “Ten Largest Taxpayers” and (ii) historical sales and use tax collections.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been filed in accordance with the Rule and the other rules of the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events:

- (i) Principal and interest payment delinquencies.
- (ii) Non-payment related defaults.
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (v) Substitution of credit or liquidity providers, or their failure to perform.
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the security.
- (vii) Modifications to rights of the security holders.
- (viii) Bond calls.
- (ix) Defeasances.
- (x) Release, substitution or sale of property securing repayment of the defeasances.
- (xi) Rating changes.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event, the County shall, within five business days, determine if such event would constitute material information for Beneficial Owners of the Bonds.

(c) If the County determines that knowledge of the occurrence of a Listed Event would be material, the County shall within five business days file a notice of such occurrence with each Repository or the MSRB. Notice of Listed Events described in subsections (a)(viii) and (ix) shall be disseminated automatically, and need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Beneficial Owners of affected Bonds pursuant to the Bond Resolution.

(d) The content of any notice of the occurrence of a Listed Event shall be determined by the County and shall be in substantially the form attached as Exhibit B.

Section 6. Termination of Reporting Obligation. The County’s obligations under this Disclosure Certificate shall terminate upon the defeasance (within the meaning of the Rule), prior redemption or payment in full of all of the Bonds. If the County’s obligations are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the County, and the County shall have no further responsibility hereunder.

Section 7. Dissemination Agent. The County may, from time to time, appoint a Dissemination Agent to assist it in carrying out its obligations under this

Disclosure Certificate, and the County may, from time to time, discharge the Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment. This Disclosure Certificate may not be amended unless independent counsel experienced in securities law matters has rendered an opinion to the County to the effect that the amendment does not violate the provisions of the Rule.

In the event that this Disclosure Certificate is amended or any provision of the Disclosure Certificate is waived, the notice of a Listed Event pursuant to Section 5(a)(vii) hereof shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided in the Annual Report. If an amendment or waiver is made in this Disclosure Certificate which allows for a change in the accounting principles to be used in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and impact of the change in the accounting principles on the presentation of the financial information. A notice of the change in the accounting principles shall be deemed to be material and shall be sent to each Repository or to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a "default" or an "event of default" under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of any party to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent may consult with counsel (who may, but need not, be counsel for any party hereto or the County), and the opinion of such Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such Counsel. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Intermediaries; Expenses. The Dissemination Agent is hereby authorized to employ intermediaries to carry out its obligations hereunder. The Dissemination Agent shall be reimbursed immediately for all such expenses and any other reasonable expense incurred hereunder (including, but not limited to, attorney's fees).

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State.

Section 16. Severability. In case any one or more of the provisions of this Disclosure Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Certificate, but this Disclosure Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 17. Texas Municipal Advisory Council. Any filing to the National Repositories under this Disclosure Certificate may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org> unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC dated September 7, 2004.

Date: April 4, 2006

SPALDING COUNTY, GEORGIA  
By: Eddie L. Freeman (L.S.)  
Chairman

\* \* \*

EXHIBIT A  
NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person: Spalding County, Georgia

Name of Bond Issue: Spalding County General Obligation Sales Tax Bonds, Series 2005

CUSIP Number<sup>1</sup> \_\_\_\_\_

Date of Issuance: April 4, 2006

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report due with respect to the above-named Bonds as required by its Continuing Disclosure Certificate, dated April 4, 2006. The County anticipates that the Annual Report will be filed by \_\_\_\_\_.

This notice is based on the best information available at the time of dissemination. Any questions regarding this notice should be directed to \_\_\_\_\_.

Dated: \_\_\_\_\_

SPALDING COUNTY, GEORGIA

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<sup>1</sup>No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

By: Eddie L. Freeman (L.S.)  
Chairman

\* \* \*

EXHIBIT B

NOTICE TO REPOSITORIES  
OF THE OCCURRENCE OF [INSERT THE LISTED EVENT]

Relating to

SPALDING COUNTY  
GENERAL OBLIGATION SALES TAX BONDS  
SERIES 2005  
CUSIP NUMBERS<sup>1</sup>:

Notice is hereby given that [insert the Listed Event] has occurred. [Describe circumstances leading up to the event, action being taken and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

[Notice of the Listed Events described in Section 5(a)(ix) shall include the following:

The County hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional/extraordinary redemption provisions of said defeased bonds.

OR

The County hereby covenants not to exercise any optional or extraordinary redemption provisions under the Bond Resolution; however, the sinking fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is \_\_\_\_\_]. This notice does not constitute a notice of redemption and no bonds should be delivered to the County or the Paying Agent as a result of this mailing. A Notice of Redemption instructing you where to submit your bonds for payment will be mailed \_\_\_\_\_ to \_\_\_\_\_ days prior to the redemption date.]

Dated: \_\_\_\_\_

SPALDING COUNTY, GEORGIA  
By: Eddie L. Freeman (L.S.)  
Chairman

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A brief recess was called to execute the above resolution so bond counsel and the investment banker could return to Atlanta. Commissioner Davis, not feeling well, went home during the recess.

2. Consider resolution delegating Griffin-Spalding County School System as operator of a public education and access channel on the Comcast Cable System.

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<sup>1</sup> No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.

Ms. Anna Burns of the School System was present to answer questions. She stated this channel would be educational/instructional.

### **A RESOLUTION**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA, DELEGATING ITS RIGHTS AND RESPONSIBILITIES AS A FRANCHISING AUTHORITY TO THE GRIFFIN-SPALDING COUNTY SCHOOL SYSTEM, FOR THE LIMITED PURPOSE OF OPERATING AND MAINTAINING A PUBLIC EDUCATIONAL ACCESS CHANNEL UNDER THAT CERTAIN FRANCHISE AGREEMENT BETWEEN THE CITY OF GRIFFIN, GEORGIA (“FRANCHISOR”) AND COMCAST OF MONTANA/INDIANA/KENTUCKY/UTAH (“FRANCHISEE”); TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

### **BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA:**

Sec. 1. Spalding County, Georgia, has issued a non-exclusive cable franchise agreement to COMCAST OF MONTANA/INDIANA/KENTUCKY/UTAH (“Franchisee”), as successor and assignee of that certain cable franchise agreement originally issued to Insight Communications of Indiana, LLC, effective August 22, 2000 (“Franchise Agreement”). Pursuant to Appendix F thereof, the Franchisee agreed to provide Channel capacity designated for public, educational or governmental (“PEG”) use and related equipment and facilities, services and/or financial support for the development and use of PEG access for the shared use of the Spalding County and City of Griffin Franchise Authorities (“Franchise Authorities”), and to allocate to the City/County for reception by the Franchisee’s subscribers, reception of at least three (3) access channels.

Sec. 2. The Griffin-Spalding County Board of Education, by resolution of February 28, 2006, requested of the Franchise Authorities development and management of a public educational access channel for the benefit of the local community, to be operated and managed by the Griffin-Spalding County School System.

Sec. 3. Pursuant to Appendix F of the Franchise Agreement, Spalding County does hereby designate the Griffin-Spalding Enrichment Center (old Orrs Elementary School), located at the intersection of Spalding and Flynt Streets in Spalding County as the origination point for the public educational access channel and requests the Franchisee, pursuant to the requirements of the Franchise Agreement, provide free modulation equipment to introduce programming into its transmission facilities by linking the origination point with Franchisee’s head-end, or through hubs to the head-end. Said installation should be complete and operational within ninety (90) days of the Franchisee’s receipt of this Resolution.

Sec. 4. The Franchising Authority hereby delegates and assigns to the Griffin-Spalding County School System (“School System”) its rights and responsibilities to operate and manage a public educational access channel, pursuant to the Franchise Agreement. Said School System shall evidence acceptance of this delegation in writing to the Franchising Authority within thirty (30) days of its receipt of this Resolution.

Sec. 5. The Griffin-Spalding County School System shall be solely responsible for the operation of access facilities and equipment, without charge or cost to the Franchising Authority, and shall agree to indemnify and hold the Franchising Authority harmless from any claim, demand, action, suit or proceeding arising out of its operation and management of the public educational access channel. At all times, the School System shall operate and manage the channel, including programming content, in strict accordance with the terms of the Franchising Agreement, such reasonable rules and regulations as the Franchising Authority and Franchisee may, from time to time, impose, and applicable Federal and State law.

Sec. 6. To the extent required by law, regulations or rules imposed by the Franchising Authority and/or Franchisee, the School System shall maintain and keep on file for public inspection and copying its policies, standard operating procedures, and logs of operation and program content. Such records shall be deemed public records and subject to the Georgia Open Records Law. The Franchising Authority recognizes that the School System may receive donations and grants to cover all or parts of its costs in operating and managing the public educational access channel and will reasonably cooperate with the School System in complying with such grant requirements, including the granting of permission, where reasonable; provided, however, the Franchising Authority shall not have or assume any financial responsibility for grant repayment or any penalty or forfeiture provided thereby.

Sec. 7. In the event the School System fails to establish operation of said public educational access channel, or allows its operation to cease for a period of six (6) months or more, this delegation shall terminate and all rights and responsibilities assigned hereunder shall revert fully to the Franchising Authority.

So Resolved, this \_\_\_\_\_ day of March, 2006.

SPALDING COUNTY, GEORGIA

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*Commissioner McDaniel moved to approve the resolution delegating Griffin-Spalding County School System as operator of a public education and access channel on the Comcast Cable System, seconded by Commissioner Flowers-Taylor. Motion carried by a unanimous 4-0 vote.*

3. Discuss requirements for fire hydrants and water lines in Ingram Hills Subdivision.

Greg Pruitt, 55 Partridge Path, Griffin, Georgia

A report developed by Chad Jacobs, Senior Planner, was read by Mr. Wilson regarding other projects requiring hydrants. In five projects such hydrants were installed as required, five subdivisions did not have County water available so no hydrants were needed, and one for a subdivision predominantly in Henry County was not required. Mr. Pruitt maintained the situation whereby hydrants are not 500' apart in populated areas are prevalent all over the County. When asked if he would not install this hydrant for the safety of the residents in the subdivision, he asked if the County was willing to go back and put fire hydrants 500' apart now where 1000' was sufficient when the areas were not so populated. He felt it was not fair to make up rules as you go, and the County shouldn't require developers to do something not specifically required in the ordinance. Much discussion followed, and Mr. Pruitt said he didn't budget for this hydrant as it was not required by the code, and such unexpected expenses hurt his bottom line.

Commissioner McDaniel said even though it was not clear if the County could require something not contained specifically in the Ordinance at the time, it was true that the County didn't create the demand. So, his opinion was that if density being developed creates a demand, then that developer should feel an obligation to put in a needed hydrant to satisfy that increased demand. Whether or not Mr. Pruitt can be made to do it by this Board is another matter.

*Commissioner Flowers-Taylor made a motion to require that Mr. Pruitt install at his expense a fire hydrant at an interval to make it conform to the specified 500', seconded by Commissioner Goss.*

Commissioner McDaniel noted it was now a written policy, but the verbal requirement of a stated policy was somewhat shaky, and he was not sure he supported making Mr. Pruitt install the hydrant.

*The motion did not pass on a 2-2 tie vote, with Commissioner McDaniel and Chairman Freeman voting in opposition, so no action was taken and the item will be carried forward to the next agenda.*

With regard to water lines that will be run across a lake at Ingram Hills, Mr. Wilson said the issue was brought up because Mac Gregory was concerned that Mr. Pruitt was going to utilize cinder block to sink the lines rather than draining the lake and trenching. Chairman Freeman said he would like to see Mr. Pruitt drain the lake then trench and bury the line to avoid pressure problems, as Mr. Pruitt had talked about doing in the minutes. Mr. Pruitt said he had only stated he would do that if he had to, but he did not feel this was warranted. Commissioner Goss said he would prefer not to see water lines in the lake at all. Mr. Pruitt said he had to go to the lake because of the County's restrictions about crossing more than one property to run water lines, which is a policy of the Spalding County Water and Sewerage Facilities Authority. Mr. Pruitt noted that if the submerged water line in lake were to rupture, water would back up on both sides of the lake in the boxes that will be installed. They could then cut the line at both ends, pull it out of its encased sleeve, repair or replace it. Water lines will be a minimum of 3' deep for these 2 homes. Mr. Pruitt said he needed clarification. Although he had stated he would do so if he had to, the motion did not state he would be required to drain the lake and trench.

Mr. Fortune read the portion of the minutes of September 19, 2005 concerning approval of the final plat for Ingram Hills Subdivision Phase II and the motion regarding same. The motion stated Mr. Pruitt would be required to encase the water line to facilitate replacement/repair of the line as needed but did not condition that the lake must be drained with the water line trenched and buried in that encased sleeve. Mr. Pruitt maintained the line would be encased either way but he felt the line would be harder to work on if buried. Mr. Pruitt said he would do whatever the Board desired, and Chairman Freeman said they would like to see him drain the lake and trench the lines.

4. Consider approval of a new Alcohol License for 2006 – Retail Package Store – Beer, Wine and Liquor – for the following: Diand Suk Choi, aka Myong Suk Long, d/b/a Sam's Package Store, 1301 North Hill Street. This is a new owner of two existing businesses: Sam's Package Store and Young's Liquor, both owned by Y J Enterprises, Inc. (Mr. Young Jin Moon).

Michael Kendall, representing the applicant, offered to answer any questions. Many problems with vagrancy, sleeping behind buildings, trash, and loitering, etc. are experienced at this intersection. It is one of the most troublesome in the County. It was unknown how many times this property has changed owners without checking tax records, but they have been numerous. This package store has been in existence in excess of 20 years. Mr. Kendall agreed with Commissioner Flowers-Taylor that the entire neighborhood is a problem to some extent and has been for quite some time. The fact that the street splits city and county district makes law enforcement difficult. However, the package store is already licensed to the existing owner, and this is just a desired owner change. With two schools, apartments, homes, stores and probably the most densely populated ½ square mile area in the County, this area is problematic and very hard to control. Some businesses lend themselves to people congregating, making the problem worse. Mr. Kendall felt the apartment complex was the root of the problem and fostered a "reservation mentality," creating a situation of anarchy. The existing alcohol license renewal will be up at the end of year, so commissioners may look hard at the liquor store renewal at that time. This new owner probably cannot change the dynamics of the neighborhood much, but neither has the current owner. If approval is denied for the new owner, the current owner can continue to operate, sell to the new owner if the new owner is willing to buy without an alcohol license, or close down should the new owner not desire to purchase the store without a license to sell alcohol and he not desire to continue.

***Commissioner Flowers-Taylor made a motion to deny, seconded by Commissioner Goss. The motion carried by a unanimous 4-0 vote.***

5. Consider request from Paradigm Development and Consulting regarding Savannah Park Subdivision entrance off Oak Grove Road.

Chad Pruitt, 2099 Honeybee Creek, Griffin, Georgia

Mr. Pruitt said the preliminary plat was approved by City and signed off on by all City

departments. The 1250 square feet homes in a PRR zoning classification now are for single family detached dwellings, but the developer could build duplexes or apartments, as well. Their intent is to obtain access from Oak Grove Road. They could access off Highway 362, but Department of Transportation requirements make that option cost prohibitive with accel/decel and a left-turn lane, as well as railway considerations. To access from Oak Grove Road they must have County approval. If this cannot be accomplished and they have to access from Highway 362, these 79 planned homes may very well become duplexes or apartments, and the density could elevate to a level of 180-240 dwellings in order to recoup the increased cost necessitated by utilizing Highway 362. He felt single family dwellings would be better for the area, but if Oak Grove Road is not an option he will have to recoup some of the increased entrance costs through greater density.

Edward Bullard, 124 North Hill Street, Griffin, Georgia (works with the law firm of Shepard & Johnston and is part owner of Paradigm Development and Consulting)

Mr. Bullard said there was nothing in Spalding County's UDO to prohibit this request. The \$250,000 to \$300,000 required to provide ingress/egress of Highway 362 is prohibitive. The PDR zoning district allows single family detached dwellings, duplexes, apartments, cluster developments, and multi-family dwellings. At the last meeting there was talk of Oak Grove homes averaging \$200,000 and up. All are well under \$200,000 except for one, and the average is \$132,000 if mobile homes are removed from the equation. These proposed homes in Savannah Park will conform to this average, also. As for traffic on a secondary road, the Board recently approved 70 lots with ingress and egress on a dirt road (East Maddox) which makes much less sense than this development's request. No variance or rezoning would be required to greatly increase density, but this was not their goal and, thus, the reason for this request.

Mr. Fortune said a letter had been received making the Board aware of constitutional concerns that need to be reviewed by Zoning Attorney Newton Galloway, and these issues would be much better addressed by Mr. Galloway. He recommended tabling the matter until Mr. Galloway could review.

***Commissioner Flowers-Taylor said in trying to balance the preservation of this community's integrity with the request of this developer, she wanted to move that the request be tabled until the next Board of Commissioners meeting to provide Zoning Attorney Newton Galloway a chance to review. Commissioner Goss seconded the motion which carried by a vote of 4-0.***

6. Conduct Public Hearing to consider the establishment of a street lighting district for Autumn Ridge Subdivision Phase II.

***Commissioner McDaniel moved to close the Public Hearing, seconded by Commissioner Flowers-Taylor, and the motion carried by a vote of 4-0.***

7. Consider request to approve street lighting district for Autumn Ridge Subdivision Phase II.

***Commissioner Flowers-Taylor moved to approve the street lighting district for Autumn Ridge Subdivision, Phase II, and Commissioner Goss seconded. Motion carried by a vote of 4-0.***

8. Consider approval of the Sketch Plan for a proposed Conservation Subdivision with 36 lots for Mark Anthony, located on Carver Road, consisting of 40.71 acres located in Land Lot 87 of the 2nd Land District.

Mark Anthony, 1775 Carver Road, Griffin, Georgia

This 36-unit conservation subdivision of high quality homes in the \$270,000 to \$325,000 range will feature walking trails with no impact to lakes/streams, no homes within 150' of the lake and within 100' of the stream. Meadows plantations, which are shown behind white horse fencing, means a few nice large trees with ornamental plantings, as well, such as magnolias, roses, azaleas, etc.

The layout with significant buffers appeared good to Commissioner Flowers-Taylor. The buffer on the back side is already planted and is 50' to 75' natural area. Up front many hardwoods are located but not much density in this buffer; however, Mr. Anthony said he will plant for greater density. The 120' to 125' buffer on the back side has some hardwood areas and 150' to 175' of existing trees. The large buffer area to the west is all natural trees. The existing bridge over the creek has been there for over 40 years. EPD will take two to three months to decide what can be put in even after approval is hopefully given by the Board of Commissioners. The stream is small, and filters down to maybe 6-7" of water. The buffer area on either side of the creek is natural. Environmental concerns of Bill Mathis are not founded; everything is designed to not adversely impact environmental areas. The 22 acres (50%) will always be an area of conservation. The lots are 17,000 to 21,000 square feet. Sewer will be from a forced main, acceptable for 120 homes but only will service these 36 dwellings. This property is next to the big horse farm and Outparcel 1 is the original Landrum home where Mr. Anthony now resides. He preferred not to do curb and gutter to maintain the rural appearance he desires, but he will if he has to do so.

Mr. Taylor said the conservation subdivision design was walked through with the developer by Staff. The resource plan helped identify green spaces. Chad visited the site and worked with Mr. Anthony, so Community Development ensures the design meets criteria. The critical recommendation is from the Planning Commission and they suggested three sides masonry with Hardy Plank on back. A 50' right-of-way for curb and gutter sections were recommended, as well. A detention pond would also be required. Mr. Wilson concurred there would be problems without curb and gutter which eliminates maintenance problems for the county and homeowners who can take better care of the right-of-way.

Mr. Anthony noted he was building a high end product and was not looking to put anything detrimental there, particularly since he will live on the property, as well.

Mr. Taylor said the conservation subdivision was a matter of right but the design is subject to Board of Commissioners' approval. This is just a sketch plan up for approval now; there will be a preliminary plat and final plat approval still to go. State creek buffer requirements do allow a bridge at a 90 degree angle if it does not impact wetlands, and EPD/EPA would not be involved at all if wetlands were not impacted. The homes will be 2000-2500 square feet with 2- or 3-car garages, with as many side entry garages as lots will allow. Most plans are one floor and only one shown is two-story with a bonus room as an option. No stucco is used, but rather exteriors will utilize stacked stone, river rock, or brick. Carpet will only be in bedrooms; all other floors are tile or hardwood. Granite countertops and top-end cabinets will be used in kitchens.

Mr. Fusco said the burden fell to the applicant to show there are no wetlands in order to gain approval. Specific calculations are required to show 100-year flood plain areas and wetlands. A density bump is awarded developers on conservation subdivisions who can provide proof that no detention areas, wetlands, and other environmental concerns will be adversely impacted by the conservation subdivision.

Chuck Taylor said no wetlands or 25% slopes were identified on the resource plan, and if during the approval process there are wetlands identified, then Mr. Anthony must return with a revised sketch plan. His representation to the Board is wetlands are not there; if they are, he must return with a request and an explanation as to why he did not identify them initially. Problems can still be addressed and restrictions can be conditioned on the sketch plan as far as design is concerned but not for zoning issues.

***Commissioner McDaniel moved to approve the sketch plan, conditioned on streets being installed with curb and gutter, the exterior being three sides brick, stone or rock (or combination thereof), and the balance being hardy plank or Simplank. Commissioner Goss seconded, and the motion carried by a vote of 4-0.***

9. Consider approval of revised final plat for Walkers Mill Estates located off South Walkers Mill Road.

The front yard setback is being changed from 100' to 50' so this revision becomes a necessary process but is fairly routine. It will result in a better product overall with a sodded front yard on all lots in the subdivision as part of the requirement.

***Commissioner McDaniel moved to approve the Walkers Mill Estates revised final plat, and Commissioner Flowers-Taylor seconded. Motion carried by a 4-0 vote.***

10. Consider approval of final plat for Longview Estates located off Teamon Road.

All departments have approved this development with a paved alley access for those lots fronting Teamon Road (paved, but not standard road width). Greenspace in this subdivision is within the lots themselves because the requirements at the time the developer applied were not as they are currently.

***Commissioner McDaniel moved to approve the final plat for Longview Estates, seconded by Commissioner Flowers-Taylor. The motion failed on a tie 2-2 vote with Commissioners Flowers-Taylor and Goss voting in opposition. No action was taken, so the agenda item will carry forward to the next meeting April 3 if no further motions are made. Discussion was held.***

***Commissioner Flowers-Taylor then moved to approve the final plat for Longview Estates, seconded by Commissioner McDaniel. Motion carried by a vote of 3-1, with Commissioner Goss voting in opposition.***

11. Consider acceptance of right-of-way (ROW) deed for Longview Trail East and Longview Trail West located in Longview Estates Subdivision off Teamon Road.

***Commissioner McDaniel moved to approve ROW deed acceptance for Longview Trail East and Longview Trail West, seconded by Commissioner Flowers-Taylor. The motion carried by a vote of 3-1, with Commissioner Goss voting in opposition.***

12. Consider approval of Lease Agreement for the Yamacraw Road Landfill property.

The current lease for this landfill property expires the end of March. This new contract calls for the same rental amount for the next five years, then \$14,000 annually for the next five, and then \$16,000 annually for the final five years to expire in 2021. The County is responsible for ground water and methane monitoring through that time, so this contract expiration will coincide with the end of that required monitoring period.

***Commissioner McDaniel moved to approve the Lease Agreement as presented for the Yamacraw Road Landfill property, seconded by Commissioner Goss. The motion carried by a vote of 4-0.***

13. Consider an Ordinance Amending the FY 2006 Budget Ordinance to provide for donation from Griffin Youth Soccer.

***Commissioner McDaniel moved to approve the Ordinance amending the FY 2006 Budget Ordinance to provide for a donation from Griffin Youth Soccer, seconded by Commissioner Goss. Motion carried by a unanimous 4-0 vote.***

14. Consider approval of detour route for the replacement of the bridge over Troublesome Creek on Jordan Hill Road as requested by Department of Transportation.

DOT has scheduled this project for construction in 2009, but Minerva would like to see it completed before then. Minerva respectfully requests that the County advise DOT this will adversely affect their development on Jordan Hill Road and ask if DOT is willing to work with them on an alternate route. Minerva suggested they be allowed to construct the bridge if necessary to keep from disrupting the Sun City development, and they could do it in more timely fashion than DOT. Mr. Wilson asked that he be allowed to request that DOT work with this developer on an alternate route or other alternatives.

*Commissioner McDaniel moved to have Mr. Wilson execute a request that Georgia Department of Transportation work with the developer, Minerva Properties, on alternatives for the bridge replacement project over Troublesome Creek. Commissioner Goss seconded the motion which carried unanimously at 4-0.*

15. Consider approval of Commercial Lease Agreement for 841 Memorial Drive to New Birth Baptist Church ORM.

*Commissioner McDaniel moved to approve the Lease Agreement for 841 Memorial Drive with New Birth Baptist Church ORM, seconded by Commissioner Goss. Motion carried by a unanimous vote of 4-0.*

16. Consider contract for the opening and closing of Dundee Lake Park.

Mr. Wilson said County Attorney Fortune drafted this contract per the request of Louis Greene, Parks and Recreation Director. The previous caretaker has moved to Florida, and this house is targeted for demolition in the Master Plan for Dundee Lake Park to make room for a convention center type facility. Randall Bell lives adjacent to the gate and is interested in opening and closing the gate daily. He cannot delegate this authority and will call Mr. Greene if he cannot complete his duties. This arrangement to pay Mr. Bell \$250 per month will eliminate paying overtime to Parks and Recreation employees. A 30-day notice is required to cancel on behalf of either party.

Commissioner Flowers-Taylor felt someone should live in the house and be available as the caretaker, Carl Anderson, has been in the past. Mr. Anderson came to work for Parks and Recreation as part of the agreement with Springs Industries and Dundee Community Association when the County purchased Dundee Lake. He worked on a roaming crew but continued to live there after the property was bought from Dundee, so he was not on site 24/7 but rather checked on it periodically, said Mr. Wilson. Mr. Greene has requested that Sheriff patrols be scheduled more frequently on the property, as well. The objective is to save overtime and still secure the gate at night. Commissioner McDaniel felt the contract should make more explicit the fact that the County expected Mr. Bell to make sure the park was empty of patrons before he closed in the evening. Mr. Fortune said he will adjust the language to reflect that.

*Commissioner McDaniel moved to approve the contract for the opening and closing of Dundee Lake Park, with the inclusion of a clause to specify that Mr. Bell shall verify that all vehicles are out of park before closing and locking the gate. Commissioner Goss seconded. Motion carried by a vote of 3-1 with Commissioner Flowers-Taylor opposing.*

17. Consider setting a date for a Public Hearing to establish street lighting district for Autumn Ridge Subdivision Phase I.

*Commissioner Flowers-Taylor moved to set a date of April 3, 2006 for a Public Hearing to establish a street lighting district for Autumn Ridge Subdivision, Phase I, seconded by Commissioner Goss. Motion carried by a vote of 4-0.*

18. Consider recommendation from Parks and Recreation Advisory Commission to approve a Girl Scouts Fitness/Nutrition Event at Airport Road Park.

*Commissioner McDaniel moved to approve the event as recommended, seconded by Commissioner Goss. Motion carried by a vote of 4-0.*

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

- Wastewater Management Plan Update Meeting will be March 30, 2006 at 5 p.m.
- Correspondence from Sheriff Stewart regarding Commissioner Goss' request concerning Springdale/Ponderosa Roads stated that, after review of the area, he found no need for "No Parking" designations on these streets at this time.
- Correspondence from Sheriff Stewart regarding Chairman Freeman's request for review

of Ellis Road/Vaughn Road intersection resulted in a recommendation for rumble strips. Mr. Wilson noted this practice has drawn much opposition from residents on streets or roads where they had been installed in the past.

**XIII. REPORT OF COMMISSIONERS**

- Goss:** No Comments.
- Flowers-Taylor:** No Comments.
- McDaniel:** No Comments.
- Freeman:** No Comments.

**XIV. CLOSED MEETING**

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

*Commissioner McDaniel moved to adjourn to Closed Meeting, seconded by Commissioner Goss at 9:31 p.m. Motion carried by a 4-0 vote.*

**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 March 20, 2006.

2.

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

3.

The executive session was called to order at 9:31 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 20<sup>th</sup> day of March 2006.

Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 20<sup>th</sup> day of March 2006.

Eddie L. Freeman, Chairman (L.S.)

Gwen Flowers-Taylor (L.S.)

Notary Public – Teresa A. Watson (L.S.)

Edward Goss, Jr. (L.S.)

My commission expires:

Johnie A. McDaniel (L.S.)

March 3, 2007

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*Commissioner McDaniel moved to adjourn Closed Meeting and reconvene to Open Meeting, seconded by Commissioner Flowers-Taylor at 9:45 p.m. Motion carried by a 4-0 vote.*

**XV. ADJOURNMENT**

*Commissioner McDaniel moved to adjourn, seconded by Commissioner Flowers-Taylor at 9:46 p.m. Motion carried by a 4-0 vote.*

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

\_\_\_\_\_  
Chairman