

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, September 16, 2013, beginning at 7:00 p.m. with Temporary Chairman Raymond Ray presiding. Commissioners Rita Johnson and Bart Miller were present. Also present were Community Development Director Chad Jacobs, Administrative Services Director Jinna Garrison, Attorney Jim Fortune and County Clerk, Ex-Officio Ricky L. Clark Jr. to record the minutes. Chairman Gwen Flowers-Taylor, Vice Chairman Chipper Gardner & County Manager William Wilson were not present.

I. OPENING (CALL TO ORDER) –

Appointment of Chairperson to conduct meeting due to absence of Chairman and Vice-Chairman.

Motion/Second by Miller/Johnson to appoint Commissioner Raymond Ray as Temporary Chairman pursuant to O.C.G.A. § 2-1007 (b). Motion carried by a vote of 3-0.

At this point, Temporary Chairman Raymond Ray presided over the remainder of the meeting.

II. INVOCATION – led by Ricky L. Clark, Jr.

III. PLEDGE TO FLAG – led by Commissioner Rita Johnson

IV. PRESENTATIONS/PROCLAMATIONS – NONE

V. PRESENTATIONS OF FINANCIAL STATEMENTS-

1. Consider approval of Financial Statements for the two month period ended August 31, 2013.

After questioning regarding Hotel/Motel taxes, Administrative Services Director Jinna Garrison noted that the figures are accurate as reported.

Motion/Second by Miller/Johnson to approve Financial Statements for the two month period ended August 31, 2013. Motion carried by a vote of 3-0.

VI. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Deborah Frost- 724 Teamon Road Griffin, GA

Spoke in opposition of the tax increase. Ms. Frost noted that she understands that the county is broke and does not understand how the county has expended over 11 million dollars in the last couple of years. Ms. Frost stated she knows that some of the money went towards the Motorola Tower in which will cost the county \$4,500 per year (15 years) to rent. In addition, Ms. Frost stated that the County went \$4 Million dollars over budget for the new Senior Center. In closing Ms. Frost requested that the commission not to raise taxes and urged them to learn how to budget and stop unnecessary spending.

Joyce Adams- 102 Kathy Lane Griffin, GA

Ms. Adams spoke in opposition of the new Airport. Ms. Adams stated that she doesn't understand why the county would commit \$150,000 towards the airport. In closing, Ms. Adams stated that she also does not agree with a tax increase.

VII. MINUTES –

1. Consider approval of Minutes of the following meetings: August 19, 2013 Extraordinary Session; August 22, 2013 Zoning Public Hearing; August 23, 2013 Follow-Up Retreat.

Motion/Second by Johnson/Miller to approve Minutes of the following meetings: August 19, 2013 Extraordinary Session; August 22, 2013 Zoning Public Hearing; August 23, 2013 Follow-Up Retreat. Motion carried by 3-0.

VIII. CONSENT AGENDA –

1. Consider approval, on second reading: **Application #13-02Z:** Joseph P. and Miriam F. O’Day Owners- 1644 Tomochichi Road (6.88 acres, more or less, located in Land Lot 23 of the 2nd Land District) – requesting a rezoning from R-2, Single Family Residential, to AR-1, Agricultural and Residential.
2. Consider approval on second reading: **Amendment to UDO #A-13-02:** Article 4. General Procedures- Section 408’ delete Exemption from Permit Fee.
3. Consider approval on second reading: **Amendment to UDO #A-13-05:** Appendix X. Ordinance establishing Board of Appeals- Section II, III, IIIA and VII²- amend number of Board of Appeals members.

Motion/Second by Johnson/Miller to approve Consent Agenda. Motion carried by a vote of 3-0.

IX. OLD BUSINESS – NONE

X. NEW BUSINESS -

1. Consider approval of resolution authorizing issuance of \$6,900,000 Tax Anticipation Note.

Todd Barnes & Robert Baird of King & Spalding stated that Regions Bank won the bid at .9832%. After questioning from Commissioner Miller, Ms. Garrison (Administrative Services Director) explained that a tax anticipation note is a short term borrowing. A tax anticipation note is needed for the county at this time due to cash flow issues, stated Ms. Garrison. Furthermore, Ms. Garrison stated that this cash flow issue primarily stems from property taxes not being due until February of this year. With a later due date, the county had to go a longer time without getting tax money. The county runs in a cycle, usually with tax collections in November and it carries us through the entire budget year. In closing, Ms. Garrison advised that we are anticipating a December 20, 2013 due date for 2013 taxes.

Commissioner Johnson questioned the issue with Bank of America. Mr. Barnes advised that JP Morgan Chase had a lower interest rate. Bank of America was going to charge \$2500.00 for legal fees. Mr. Barnes stated that his staff sent out a notice of sale describing borrowing, terms and projected cash flow. This notice was also sent to local banks and other banks that typically bid on these types of transactions. Bids were due last Thursday at 11:00 am. There were a total of three (3) bids submitted and a joint bid from Griffin Banks submitted. The bid was awarded to the bank with the overall lowest cost to the county. Once approved, this transaction will close on Thursday and the money will be put into the county’s account.

Commissioner Miller questioned what would happen if the county could not pay back loan by December 31st. Ms. Garrison explained that she does not think there would be enough appeals that would keep us from not paying. Typically banks pay earlier, noted Ms. Garrison.

Commissioner Ray questioned the average costs the county receives from taxes. Ms. Garrison advised that the county receives approximately \$18 million dollars from taxes.

#2013-09

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA, AUTHORIZING THE ISSUANCE OF \$6,900,000 IN PRINCIPAL AMOUNT SPALDING COUNTY TAX ANTICIPATION NOTE, SERIES 2013; AUTHORIZING THE SALE OF SUCH NOTE AND THE EXECUTION OF ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AUTHORIZING THE FORM OF SUCH NOTE AND OTHER DETAILS IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS

AND CERTIFICATES RELATING TO THE ISSUANCE AND SALE OF SUCH NOTE; AUTHORIZING THE EXECUTION AND FILING OF CERTAIN INFORMATION RETURNS RELATING TO SUCH NOTE; AUTHORIZING THE MAKING OF AN ELECTION UNDER SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE RELATING TO SUCH NOTE; REPEALING ANY CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES

WHEREAS, Spalding County (the "County") is a duly created and validly existing political subdivision of the State of Georgia, and the Board of Commissioners of Spalding County is the governing body of the County; and

WHEREAS, Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the "Constitution") authorizes the governing authority of any county to incur debt by obtaining temporary loans in each year to pay expenses provided that (i) the aggregate amount of all such loans shall not exceed 75% of the total gross income from taxes collected in the last preceding year, (ii) such loans shall be payable on or before December 31 of the calendar year in which such loan is made; (iii) no such loan may be obtained when there is a temporary loan then unpaid which was obtained in any prior year; and (iv) no county shall incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants or obligations for current expenses in excess of the total anticipated revenue for the calendar year during which such note is issued; and

WHEREAS, the County proposes to obtain a temporary loan to (i) pay a portion of its expenses for calendar year 2013, (ii) provide for a working capital reserve and (iii) pay for the costs of issuance of the note herein authorized; and

WHEREAS, the County proposes to evidence this temporary loan by the issuance and sale pursuant to this resolution of its \$6,900,000 in principal amount Spalding County Tax Anticipation Note, Series 2013 (the "Note") on the terms set forth herein; 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. Findings. The Board of Commissioners of the County does hereby determine, find and declare as follows:

(a) the principal amount of the Note, together with the aggregate amount of all temporary loans authorized pursuant to Article IX, Section V, Paragraph V of the Constitution during the current year, does not and shall not exceed 75% of the total gross income from taxes collected in the County in calendar year 2012;

(b) the Note shall be due on December 31, 2013, which is on or before December 31 of the calendar year in which the Note is issued;

(c) no temporary loan or loans obtained pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia in any prior year remain unpaid as of the date hereof;

(d) the principal amount of the Note, together with the aggregate amount outstanding of all temporary loans incurred pursuant to Article IX, Section V, Paragraph V of the Constitution or other contracts, notes, warrants or obligations for current expenses, is not in excess of the total anticipated revenue of the County from ad valorem taxes for 2013; and

(e) the principal and interest on the Note shall be payable from the taxes levied for the General Fund of the County in anticipation of which the Note is issued.

Section 2. Authorization of Note. There is hereby authorized to be issued by the County a note in the principal amount of \$6,900,000 which shall be designated "Spalding County Tax Anticipation Note, Series 2013" (the "Note"). The Note shall be registered in the name of Regions Bank, the purchaser thereof (the "Purchaser"), and shall be dated the date of issuance thereof and shall bear interest from such date at the rate of 0.9832% per annum until the payment in full thereof, computed on the basis of a 365-day year for the actual number of days elapsed. Principal of the Note, together with all interest due thereon, shall be due and payable on December 31, 2013 in lawful money of the United States of America upon presentation and surrender at the principal office of the County. Principal and interest shall be paid on the date due by wire transfer to such account as the Purchaser shall designate to the County in writing not less than two business days prior to the date on which due. The Note shall be in substantially the form attached to this Resolution as Exhibit "A" with such changes, insertions or omissions as may be approved by the officers of the Board of Commissioners of the County executing the Note, and the execution of the Note by such officers of the Board of Commissioners of the County as hereby authorized shall be conclusive evidence of any such approval.

Section 3. Sale of Note. The sale of the Note to the Purchaser at a purchase price of par is hereby authorized. The sale and delivery of the Note is conditioned upon the execution and delivery to the County of an investment letter in substantially the form attached hereto as Exhibit "B" with only such changes as may be approved by the County, and the execution and delivery of the Note as herein authorized shall be conclusive evidence of such approval.

Section 4. Execution of Note. The Note shall be executed on behalf of the County with the manual signature of the Chairman or Vice Chairman of the Board of Commissioners of the County and the official seal of the Board of Commissioners of the County shall be affixed to the Note and attested by the manual signature of the Clerk or Ex-Officio Clerk of the Board of Commissioners of the County.

Section 5. Transfer of Note. Upon the receipt of a written instrument of transfer from the Purchaser or any subsequent purchaser, the County shall execute a new Note of the same outstanding aggregate principal amount and tenor, executed pursuant to Section 3 of this Resolution and registered in the name of the transferee (the "Subsequent Purchaser"), provided that the Subsequent Purchaser delivers to the County an investment letter in substantially the form attached to this Resolution as Exhibit "B". The County may treat the registered owner of the Note as the owner thereof for all purposes, including payment.

Section 6. Use of Proceeds of Note. The proceeds derived from the issuance, delivery and sale of the Note shall be paid over to the Board of Commissioners of the County and shall be deposited in and become part of the general funds of the County and shall be used and applied toward the payment of the current expenses of the County in the year 2013.

Section 7. Filing of Information Reporting Return. Any officer of the Board of Commissioners of the County is hereby authorized to execute on behalf of the County an information return for tax exempt governmental bond issues in such form as may be prescribed by the Department of Treasury or the Internal Revenue Service in order to comply with the provisions of the Code.

Section 8. Execution of Non-Arbitrage Certificate. Any officer of the Board of Commissioners of the County is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and applicable Treasury Regulations thereunder.

Section 9. Section 265(b)(3) Election. The County hereby designates the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code, and authorizes any officer of the County to make any additional

representations or designations, or to take any further action, required to make the Note a “qualified tax exempt obligation.”

Section 10. General Authorization. The proper officers, agents and employees of the County or the Board of Commissioners of the County are hereby authorized, empowered and directed to do all such acts and things and to execute any and all such documents and certificates as may be necessary to carry out and comply with the provisions of the Note and are further authorized to take any and all further action and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance and sale of the Note.

The Chairman or Vice Chairman and Clerk or Ex-Officio Clerk of the Board of Commissioners are hereby authorized and directed to prepare and furnish to the Purchaser certified copies of all the proceedings and records of the County relating to the Note and such other affidavits and certificates as may be required to show the facts relating to the authorization and sale of the Note as such facts appear from the books and records in such officers’ 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 the statements contained therein.

Section 11. Tax Revenues Used to Repay Note. The County agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the County from taxes levied or to be levied for calendar year 2013 for the General Fund and other funds available for such purpose.

Section 12. Ratification. All acts and doings of the officers of the County or the Board of Commissioners of the County which are in conformity with the purposes and intents of this Resolution and in furtherance of the issuance of the Note and the sale of the Note as herein authorized shall be, and the same hereby are, in all respects approved and confirmed. From and after the date of adoption of this resolution, the Commissioners, officers, employees and other representatives of the County are hereby authorized and directed to take such actions and to execute and deliver any and all certificates, documents or other instruments or reports as may be necessary or appropriate in connection with the issuance and sale of the Note.

Section 13. Conflicting Resolutions. All resolutions or parts of resolutions which are in conflict with this resolution are hereby repealed.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted and approved by the Board of Commissioners of Spalding County, Georgia on September 16, 2013.

SPALDING COUNTY

(SEAL)

By: _____
Chairman, Board of Commissioners
of Spalding County

Attest:

County Clerk, Ex-Officio

CLERK'S CERTIFICATE

I, Ricky L. Clark, Jr., Ex-Officio Clerk of the Board of Commissioners of Spalding County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution duly adopted by the Board of Commissioners of Spalding County at a meeting that was duly called and assembled on the 16th day of September, 2013, of which notice was given in accordance with Georgia law, that such meeting was open to the public and that a quorum of the Board of Commissioners was present and acting throughout, and that the original of such resolution has been duly recorded in the Minute Book of the Board of Commissioners which is in my custody and control.

Witness my hand and the official seal of the Board of Commissioners of Spalding County, Georgia this 16th day of September, 2013.

Ex-Officio Clerk, Board of
Commissioners
of Spalding County

(SEAL)

Exhibit "A"

SPALDING COUNTY TAX ANTICIPATION NOTE,
SERIES 2013

No. 1

\$6,900,000

Spalding County, a political subdivision of the State of Georgia (the "County"), acting by and through the Board of Commissioners of Spalding County, hereby promises to pay to Regions Bank, on December 31, 2013, the principal sum of SIX MILLION NINE HUNDRED THOUSAND DOLLARS (\$6,900,000), together with interest hereon from the date hereof at the rate of 0.9832% per annum, computed on the basis of a 365-day year for the actual number of days elapsed, until the payment in full hereof, both principal and interest being payable at maturity in lawful money of the United States of America upon presentation and surrender of this Note at the principal office of the County. Principal and interest on this Note shall be paid when due by wire transfer to such account as the owner hereof shall designate to the County in writing not less than two business days prior to the due date hereof.

This Note is originally issued in the principal amount of \$6,900,000 under the authority of Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983, and the laws of the State of Georgia, and was authorized by a resolution of the Board of Commissioners of Spalding County duly adopted at a meeting duly called and assembled on the 16th day of September, 2013 (the "Resolution"). This Note is being issued for the purpose of making a temporary loan to pay a portion of the current expenses of the County in calendar year 2013 and providing a working capital reserve. This Note may be transferred only as set forth in the Resolution. The County may treat the registered owner of this Note as the owner hereof for all purposes, including payment.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund of the County in calendar year 2013. The indebtedness evidenced by this Note is a general obligation of the County, and the full faith and credit Minute Book V, Page 277, September 16, 2013

of the County have been and hereby are irrevocably pledged to secure the payment of the principal of and interest on this Note. The total of this Note and all other such notes or temporary loans does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2012 for the General Fund, and does not exceed, together with other such temporary loans, contracts, notes, warrants and obligations of the County for calendar year 2013 payable from the General Fund of the County, the total anticipated revenues from taxes of the County for calendar year 2013 for the General Fund.

This Note has been designated by the County as a “qualified tax exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all conditions, acts, things and facts required by the Constitution and the laws of the State of Georgia to exist, to be performed or happen precedent to or in the issuance of this Note exist, have been performed and have happened; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the County is within every debt or other limit prescribed by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the County has caused this Note to be executed by the Chairman of the Board of Commissioners of Spalding County and its seal to be hereunto affixed and attested by the Ex-Officio Clerk of the Board of Commissioners of Spalding County as of the 19th day of September, 2013.

SPALDING COUNTY

By: _____
Chairman, Board of Commissioners
of Spalding County, Georgia

(SEAL)

Attest:

Ex-Officio Clerk, Board of Commissioners
of Spalding County

Exhibit "B"

INVESTMENT LETTER

Spalding County, Georgia
Griffin, Georgia

King & Spalding LLP
Atlanta, Georgia

Re: \$6,900,000 Spalding County Tax Anticipation Note, Series 2013

To the Addressees:

The undersigned as representative of Regions Bank (the "Purchaser") certifies in conjunction with the purchase of the \$6,900,000 Spalding County Tax Anticipation Note, Series 2013 as follows:

(i) The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Note and acknowledges that it is able to bear the economic risk of this purchase.

(ii) The Purchaser is either an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or is a "qualified institutional buyer" within the meaning of the 1933 Act.

(iii) The Purchaser is purchasing the Note for investment for its own account or for its loan portfolio and is not purchasing the Note for resale or other disposition of its interest in the Note, and Purchaser has no present intention of reselling or otherwise disposing of all or any part of its interest therein.

(iv) The Purchaser acknowledges that it has been furnished with all information which it deemed necessary to make an informed investment decision in connection with its investment in the Note.

(v) The Purchaser understands and acknowledges that the Note (1) is not registered under the Securities Act of 1933, as amended, and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (2) is not listed on any stock or other securities exchange, (3) carries no rating from any rating service and (4) may be an illiquid investment.

This 19th day of September, 2013.

REGIONS BANK

By: _____
Title:

Motion/Second by Miller/Johnson to approve resolution authorizing issuance of \$6,900,000 Tax Anticipation Note. Motion carried by a vote of 3-0.

2. Consider approval of an easement agreement with CF MH II South Hampton, LLC for existing water and sewer lines located in the County right of way.

Community Development Director Chad Jacobs noted that back in May the Board heard a rezoning for South Hampton Mobile Home Park to go from C-1 to R-3 to get in line with zoning compliance. In addition, it was noted that back in the 70's, there were lines put in (2 six inch pipes along Old Atlanta Road.) Mr. Jacobs also noted that their sewer facilities and water facilities are off site. This easement agreement is to insure and protect Spalding County that the owner (South Hampton Mobile Home Park) will pay the County a one-time sum of \$35,000 for the easement right,

contingent upon acceptable plat. Mr. Fortune noted that historically the county has not allowed private parties to get on county right of way. Furthermore, Mr. Fortune noted that if the county ever tells them that they have to move the lines, if we have sufficient property available, we will let them relocate at no charge.

Commissioner Johnson questioned if we are confident about safety and health inspections. Mr. Fortunes answered ayes and advised that they have also received permission from the railroad company.

After recording, return to:

Brian J. Harris
BLOOM SUGARMAN EVERETT, LLP
977 Ponce de Leon Ave., NE
Atlanta, GA 30306

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "Easement Agreement"), made this ____ day of _____, 2013 between **SPALDING COUNTY, GEORGIA**, having its address at 119 East Solomon Street, Griffin, Georgia 30223 ("Grantor"), and **CF MH II SOUTH HAMPTON, LLC**, a Delaware limited liability company, with its principal offices at 31200 Northwestern Highway, Farmington Hills, Michigan 48334 ("Grantee").

WHEREAS, Grantee is the owner of those certain non-contiguous tracts or parcels of land more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter, the "Grantee Properties");

WHEREAS, the Grantee Properties are serviced by an existing six (6) inch sewer pipeline and an existing six (6) inch water pipeline, within an existing twenty-four (24) inch steel casing pipe, across and under Old Atlanta Road (a.k.a. S.R. No. 3) (the "Easement Area"), as depicted on Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, Grantee has requested a written agreement with Grantor that allows for the continued existence of, and establishes Grantee's right to maintain, the Facilities (hereinafter defined), and Grantor has agreed to grant to Grantee an easement that allows for the continued existence of, and establishes Grantee's right to maintain, the Facilities, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits and without warranty, an easement in its property for the purposes of constructing, maintaining, operating, renewing, repairing, relocating, removing and/or replacing a six (6) inch sanitary sewer pipeline and a six (6) inch water pipeline encased in a twenty-four (24) inch steel casing pipe, which easement shall encumber the physical space and dimensions actually required for the current physical facilities now existing pursuant to the Agreement(s), plus the rights to perform maintenance, repair, use and removal activities within ten (10) feet on either side of the casing pipe (except to the extent that such easement encroaches onto an adjoining landowner's property, in which case the easement shall run along the right-of-way until such easement is no longer encroaching). Such facilities in their present form or as modified pursuant to any provision of this Easement Agreement, together with any appurtenances thereto are hereinafter referred to singularly as the "FACILITY" and collectively as the "FACILITIES".

TOGETHER WITH the right of ingress and egress over said property, and any adjoining land of Grantor, insofar as necessary for the construction, maintenance, operation, renewal, repair, removal, in-kind replacement or use of the FACILITIES, which activities shall be conditioned on proper notification to the County Engineer of Grantor or his designee or any person identified as having such duties and authority as designated by the County Attorney, hereinafter referred to as "County Engineer".

1.1 No change shall be made to the location, nature, size, number, or use of any
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FACILITY without the prior written consent of the County Engineer.

1.2 The work of construction, maintenance, repair, alteration, modification, renewal, relocation, replacement, and removal of the FACILITIES (all hereinafter referred to as "Work") shall be done by, and at the sole cost and expense of Grantee, shall be approved by the County Engineer in accordance with the provisions of Section 16 hereof, and shall not interfere with the proper and safe use and operation of the property or operations of Grantor; provided, however, that if any governmental entity having jurisdiction over the FACILITIES has determined or prescribed the manner and means of accomplishing the Work, or any portion thereof, then such requirements shall prevail to the extent they are more restrictive than Grantor's, and Grantee agrees to comply therewith at all times at its sole cost and expense. The foregoing is not intended to modify or limit the provisions of Section 5, hereof.

1.3 When performing any Work in connection with the FACILITIES involving the use of heavy equipment in the Easement Area, Grantee shall furnish, to the extent Grantee deems necessary and at its sole cost and expense, watchmen to keep persons, equipment and materials a safe distance from the Easement Area.

2. It is understood and agreed by the parties hereto, that from time to time hereafter Grantee may desire to revise, replace, remove, add to, or engage in new construction, expansion, or changes in the existing FACILITIES (including without limitation any changes in the nature of the product carried by, through, in, or upon the FACILITIES). In this instance, Grantee shall submit detailed plans, in accordance with current issues of Grantor's specifications, and if no longer produced by Grantor, then pursuant to such specifications as may be in effect, and obtain the approval of the County Engineer, in accordance with the provisions of Section 16 hereof, before any Work is commenced. The terms and conditions of this Easement Agreement shall apply thereto, and Grantor reserves the right to assess reasonable additional charges for changes to existing FACILITIES that exceed the scope of an in-kind replacement; provided, further, that, if applicable, Grantor shall provide Grantee with an "Addendum to Grant of Easement" in substantially the form of Exhibit C attached hereto and made a part hereof.

3.1 Grantee shall be responsible, on its own initiative, for maintaining, repairing and renewing the FACILITIES and, in addition, shall, upon written notice from Grantor, promptly make such repairs and renewals thereto as may be reasonably necessary to protect Grantor's property. In the event of an emergency, Grantee shall take immediate steps to perform any necessary repairs, in which case, Grantee shall provide notification to Grantor of all Work performed promptly after its completion, and in the event Grantee fails to immediately take steps to perform the necessary emergency repairs, Grantor shall have the right, but not the obligation, to perform or have such repairs performed at the sole cost and expense of Grantee.

3.2 "Emergency", as used herein, means a condition causing an actual interruption to, or interference with, (i) the operation of Grantee's FACILITIES for their intended purposes; also, any condition that (ii) caused or is causing any loss or injury to any property of Grantor or Grantee and their employees or of any other individual or entity, or (iii) if not immediately corrected, could imminently cause such interruption, interference, loss or injury.

4.1 Grantor shall have the right to inspect the FACILITIES at any time. Should Grantee exercise any of its rights and obligations pursuant to Section 2 or Section 3.1, Grantee shall give Grantor at least seventy-two hours prior notice so that Grantor or Grantor's representative(s) may observe any such Work. Grantor's exercise of its rights hereunder does not and is not intended in any way to warrant the quality or condition of the FACILITIES.

4.2 The right of inspection of the FACILITIES by Grantor shall extend for an appropriate distance on each side of the FACILITIES, inasmuch as the method of performing the Work or the material used therein with respect to the portion of the FACILITIES adjoining the property of Grantor may have a significant impact upon the strength and stability of the portion of the FACILITIES over, under, upon, or in the property of the Grantor.

5. Grantee shall comply with all statutes, rules, regulations, orders, directives, ordinances and similar promulgations of law applicable to the FACILITIES, and shall assume all cost, expense and responsibility in connection therewith, without any liability therefor on the part of Grantor. Grantee shall indemnify, defend (at Grantor's option) and hold Grantor harmless from and against all costs, fines, penalties and expenses arising from the failure of Grantee to so comply.

6.1 Grantee hereby releases and waives any right to damages of any type from Grantor, including direct or consequential damages, for or on account of any loss or injury to any property of Grantee and its employees, including property in the care, custody and control of Grantee, and to the FACILITIES and contents thereof that are over, under, upon, or in the property of Grantor, including loss of, or interference with service or use thereof, except when proved by Grantee to be due directly to the negligence, omissions or intentional acts of Grantor.

6.2 Grantee shall indemnify, save harmless and defend (at Grantor's option) Grantor from and against all liability, cost and expense (including reasonable attorneys' fees) arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges that Grantor may directly or indirectly suffer, sustain, or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement, or removal of the FACILITIES, in, on, about, under, over, or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor or by its patrons, or licensees, or other persons or entities, including Grantee, its patrons and licensees, except when proved by Grantee to be due directly to the negligence, omissions or intentional acts of Grantor.

6.3 Notwithstanding anything contained in Section 6.2, Grantee assumes sole responsibility for, shall indemnify, save harmless, and defend (at Grantor's option) Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from the failure of Grantee to comply with any obligations imposed on it by this Easement Agreement. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions shall not be deemed to constitute acquiescence therein or waiver thereof by Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

6.5 (a) Without limiting in any manner the liability and obligations assumed by Grantee under any other provision of this Easement Agreement, and as additional protection to Grantor, Grantee shall, at its expense, pay the "Risk Financing Fee" set forth in subparagraph (ii) below and shall procure and maintain with insurance companies reasonably satisfactory to Grantor, the insurance policies described in subparagraph (i).

(i) Prior to commencement of work on the FACILITIES or entry on Grantor's property, Grantee, and its contractor, if it employs one, shall procure and maintain for the course of said work, a general liability insurance policy naming Grantor as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(ii) Upon execution of each Exhibit "C" Addendum to this Easement Agreement, Grantee shall pay Grantor a Risk Financing Fee of \$750.00 per installation to provide for such supplemental insurance (which may be self-insurance) as Grantor, in its sole discretion, deems to be necessary or appropriate.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be reasonably acceptable to Grantor. Prior to work on or subsequent maintenance of the FACILITIES or any entry on Grantor's property, Grantee, or its contractor, if it employs one, shall furnish to Grantor for approval, a certificate of insurance evidencing the existence of a policy with the coverage described in subparagraph (a)(i).

6.6 Grantee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the FACILITIES and/or for any contamination of any property, water, air or groundwater arising or resulting from Grantee's permitted operations or uses of Grantor's property pursuant to this Easement Agreement or existence of its FACILITIES. In addition, Grantee shall obtain any necessary permits to install

the FACILITIES. Grantee agrees to indemnify and hold harmless Grantor from and against any and all liability, fines, penalties, claims, demands, costs (including reasonable attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the installation, use or presence of the FACILITIES except when proved by Grantee to be due solely and directly to the negligence or intentional acts of Grantor. It is agreed that this indemnity provision extends to any cleanup costs related to Grantee's activities upon Grantor's property and to any costs related to cleanup of the FACILITIES or to other property caused by the use of the FACILITIES.

7. Except as provided in Section 9 of this Easement Agreement, all costs and expenses in connection with or resulting from the Work (as hereinabove defined) shall be borne by Grantee. In the event of Work being performed or material furnished by Grantor under the stipulated right to perform such Work under any section hereof, Grantee agrees to pay to Grantor the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses. It is understood that such material overhead charge shall be applied at the rate that is effective at the time of the performance of any such work by employees of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor.

8. Upon Grantee's election to abandon any of the FACILITIES, Grantee shall provide the County Engineer with written notice of such abandonment and shall, in a manner reasonably satisfactory to Grantor and at Grantee's sole expense, insert grout or other fill within the casing pipe or carrier pipe of the Facilities.

9 Grantee shall, at its sole cost and expense (except as otherwise specified below) and commencing within sixty (60) days following receipt of notice from Grantor with supporting evidence from Grantor's County Engineer of the necessity for such Modification (hereinafter defined), take such action as Grantor may reasonably specify to strengthen, support, relocate, or otherwise protect or modify any of the FACILITIES and thereafter promptly complete such work (such action being hereinafter referred to as a "Modification"). The obligation of Grantee to pay for such Modification shall be conditioned upon such Modification being necessary to permit and accommodate the widening of Old Atlanta Road (a.k.a. S.R. No. 3) by or on behalf of Grantor in the vicinity of the Easement Area. If it becomes necessary to relocate Grantee's utilities from the easement granted herein, Grantor agrees, that if it has sufficient property on which to relocate the easement granted herein, that Grantor shall provide so much of its property to Grantee as may be available for such Modification without additional compensation from Grantee. Work in connection with any Modification shall comply with and be subject to the terms and conditions of this Easement Agreement.

10.1 In the event the FACILITIES include the use of electrical power or communication wires and appurtenances, Grantee shall promptly, upon verification that its FACILITIES are causing inductive interference, remedy such inductive interference growing out of or resulting from the presence, condition or use of the FACILITIES; and if Grantee fails to do so immediately, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the FACILITIES consist of an underground occupation, Grantee shall be responsible for any settlement caused to the Easement Area arising or resulting during the twelve-month period subsequent to the completion of all Work. Grantee agrees, in addition to its covenants set forth in Section 6.2 hereof; to pay to Grantor on demand the full cost and expense of correcting such settlement.

11. As further consideration for this Easement Agreement, Grantee shall indemnify Grantor for, and defend (at Grantor's option) and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of its property by reason of the presence, construction, maintenance, or use of any of the FACILITIES, and Grantee shall pay Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor or any of its property, including penalties, interest, late fees, and the costs to remove or bond any lien, assessment, tax, or charge from official records.

12. The rights herein granted to Grantee are subject to the right of Grantor to make use of its property, or any part thereof, for all other purposes unimpaired by Grantee's FACILITIES and Work associated therewith. Grantor reserves the right to use such property, or any part

thereof, for all other purposes that are not inconsistent with, and that do not interfere with or impair, the rights granted by this Easement Agreement.

13.1 If Grantee's right to exercise the easement rights herein granted shall be challenged through legal process by any third party on the grounds that Grantor did not have sufficient interest to grant such rights, Grantor consents and agrees, insofar as it may lawfully do so, to the acquisition by Grantee of the disputed easement rights by the power of eminent domain, but in the event of the exercise of such power by Grantee, such rights shall be subject to and exercised in accordance with the terms and provisions of this Easement Agreement.

13.2 In the event of such a legal challenge whereby it is determined that Grantor did not have sufficient interest to grant the easement rights herein granted, then Grantor shall refund to Grantee, and Grantee hereby agrees to accept, as liquidated damages, that portion of the consideration paid under this Easement Agreement by Grantee that is allocable by proration to the portion or portions of land under this Grant that Grantee is unable to acquire. Grantee hereby irrevocably waives any and all rights it may have to claim any other damages it may suffer by reason of a third party's challenge as set forth in Section 13.1 hereof.

14. The words Grantor, Grantee, party and parties used herein shall include the subsidiaries, affiliates, directors, officers, agents and employees of Grantor and Grantee.

15. The terms and conditions of this Easement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns for the purposes granted; PROVIDED, however, that (a) if, at any time, the easement herein granted or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property; and (b) upon termination of the easement for any reason, Grantee shall remove all facilities placed within the easement area and restore the property to a condition acceptable to Grantor's County Engineer or abandon the Facilities in accordance with paragraph 8 hereof.

16. Grantee shall not commence any Work until the plans and specifications for such Work shall have been approved by the County Engineer or his designee, which approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall use its best efforts to issue such approval, and execute any required documentation, within thirty (30) days after Grantee's submittal of such plans and specifications. In the event Grantor fails to approve Grantee's plans and specifications within such thirty (30) day period, then Grantee will provide Grantor with written notice of such failure. Should Grantor fail to approve the plans and specifications within ten (10) days of receipt of Grantee's notice, then Grantor will be deemed to have approved same.

17. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision and shall provide Grantor a copy of the recorded Easement Agreement.

18. Intentionally left blank.

19. Every notice, approval, consent, demand or other communication required or permitted under this Easement Agreement shall be deemed sufficiently given by one party when received by the other party after being sent postage prepaid by overnight courier or United States certified or registered mail, addressed as follows:

To Grantor: Spalding County Government
119 East Solomon Street
Griffin, Georgia 30223
Attention: James R. Fortune, Jr.

To Grantee:
31200 Northwestern Highway
Farmington Hills, Michigan 48334
Attention: Joel Brown

Either party may change its address by written notice given to the other.

20. The failure or delay on the part of either party to enforce or exercise at any time
Minute Book V, Page 284, September 16, 2013

any of the provisions, rights or remedies in this Easement Agreement shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Easement Agreement or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach or violation of this Easement Agreement shall be held to be a waiver of any other subsequent breach or violation.

21. This Easement Agreement shall be construed, governed and enforced in accordance with the laws of Georgia.

22. Any and all obligations, liabilities or covenants that arose, may have arisen or were incurred by either party with respect to the FACILITIES prior to the execution of this Easement Agreement shall survive to the same extent as if they arose under this Easement Agreement.

23. Grantor expressly reserves its rights to assign all or any part of its rights and duties hereunder to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031(k)-1(g)(4).

24. This Easement Agreement may be executed by the parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Easement Agreement to be fully executed and delivered under seal the day and year first above written.

Signed, sealed and delivered
in presence of:

SPALDING COUNTY, GEORGIA

Witness

By: _____
Name: _____
Title: _____

[COUNTY SEAL]

Notary Public

My commission expires:

Signed, sealed and delivered
in presence of:

CF MH II SOUTH HAMPTON, LLC, a
Delaware limited liability company

Witness

By: _____ (SEAL)
Name: _____
Title: _____

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

**Spalding County
20 Foot Force Main Easement**

All of that tract of parcel of land lying and being in Lands Lots 108 and 117, 3rd District, Spalding County (original Henry County), Georgia and being more particularly described as follows:

Beginning at a point located at the intersection of the centerline of the 20 foot Force Main Easement with the southeastern right-of-way line of the Norfolk Southern Railway Company, (said point NAD83, West Zone, State Plane Coordinate is North. 1,219,488.7, East. 2,258,569.6 and located at railway station 13686+50, 50 feet right of the railway centerline and being at railway mile post 259.2) thence along the centerline of said 20 foot easement the following courses and distance; North 87°04'36" East, a distance of 85.52 feet to water/sanitary sign on the east side of Hillview Road; South 88°35'23" East, a distance of 108.24 feet to a point; South 85°15'12" East, a distance of 44.24 feet to a point; South 87°01'57" East, a distance of 183.69 feet to a point; North 89°51'30" East, a distance of 105.28 feet to a point; South 86°43'37" East, a distance of 29.47 feet to a point; South 84°40'31" East, a distance of 46.31 feet to a point; South 85°46'56" East, a distance of 63.80 feet to a point; South 87°52'21" East, a distance of 47.70 feet to a point; South 85°47'45" East, a distance of 113.23 feet to a point; South 88°09'24" East, a distance of 54.55 feet to a point; South 85°39'49" East, a distance of 57.08 feet to a point; South 87°13'44" East, a distance of 70.86 feet to a point; South 86°04'38" East, a distance of 126.86 feet to a point; North 89°23'32" East, a distance of 71.71 feet to a point; North 89°35'25" East, a distance of 55.76 feet to a point; North 88°51'53" East, a distance of 58.25 feet to a point; North 88°53'12" East, a distance of 184.78 feet to a point; North 87°30'03" East, a distance of 253.56 feet to a point; North 85°55'10" East, a distance of 82.03 feet to a point; North 88°35'42" East, a distance of 229.58 feet to a point; North 88°35'28" East, a distance of 93.32 feet to a point; North 87°28'25" East, a distance of 147.75 feet to a point; North 87°32'06" East, a distance of 76.16 feet to a point; South 88°11'41" East, a distance of 93.11 feet to a point; South 89°12'28" East, a distance of 39.83 feet to a point; South 78°37'29" East, a distance of 29.69 feet to a point; South 88°40'27" East, a distance of 117.61 feet to a point; South 89°44'04" East, a distance of 70.46 feet to a point; North 86°08'47" East, a distance of 89.72 feet to a point; North 88° 50'19" East, a distance of 156.47 feet to a point; North 89°20'45" East, a distance of 152.07 feet to a point; North 88° 27'58" East, a distance of 54.52 feet to a point; North 86°25'30" East, a distance of 37.25 feet to a point; South 88°45'09" East, a distance of 79.27 feet to a point; South 89°26'17" East, a distance of 110.47 feet to a point; South 88°00'11" East, distance of 51.72 feet to a point; South 86°21'42" East, a distance of 96.29 feet to a point; South 89°06'42" East, a distance of 58.21 feet to a point; North 87°32'28" East, a distance of 81.68 feet to a point; North 87°46'14" East, 58.57 feet to a point; South 00°09'46" West, a distance of 9.12 feet to a point on the southern right-of-way line of Hillview Road and property owned by South Hampton Mobile Home Park.

Said easement being centered on the above described centerline and being 20 feet in width and 10 feet either side of said centerline, except at locations where the southern right-of-way line of said easement intersects the southern right-of-way line of Hillview Road. The southern right-of-way of said easement runs along the right-of-way line of Hillview Road at these locations.

Said easement contains 1.67 acres or 72,780 sq. ft. per the Easement Plat prepared by Metro Engineering and Surveying Co., Inc.: (Job No. 13324) for Spalding County, Georgia.

EXHIBIT B

EASEMENT AREA

EXHIBIT C

ADDENDUM TO EASEMENT

After recording, return to:

Cross Reference:

Deed Book _____, Page _____

Official Records of Spalding County

THIS ADDENDUM TO EASEMENT AGREEMENT (this "Addendum"), made this _____ day of _____, 201____ between SPALDING COUNTY, GEORGIA (hereinafter referred to as "Grantor") and CF MH II SOUTH HAMPTON, LLC, a Delaware limited liability company, (hereinafter referred to as "Grantee").

WHEREAS, the parties hereto have entered into an Easement Agreement on _____ day of _____, 2013 and recorded on the ____ of _____, 2013 in Deed/Record Book _____ at Page _____ in the County of Spalding and State of Georgia, and

WHEREAS, the parties hereto desire to addend the aforementioned Easement Agreement by including certain facilities, as follows: _____ crossing over, across, or under the land of Grantor at _____ in the _____ of _____ in the County of Spalding, and State of Georgia in accordance with and as shown on _____ dated _____ attached hereto and made a part hereof.

NOW, THEREFORE, Grantor, for and in consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions of the aforesaid Easement Agreement does hereby grant unto Grantee, its successors and assigns, to the extent the title of Grantor so permits, an easement for the actual physical space and dimensions actually required for the new facilities, plus the right to perform maintenance, repair, use and removal activities within ten (10) feet on either side of such facilities, which shall be subject to all the terms of the aforesaid existing Easement Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this ADDENDUM to be fully executed the day and year first above written.

Signed, sealed and delivered
in presence of:

SPALDING COUNTY, GEORGIA

Witness

By: _____
Name: _____
Title: _____

[COUNTY SEAL]

Notary Public

My commission expires:

Signed, sealed and delivered
in presence of:

CF MH II SOUTH HAMPTON, LLC, a
Delaware limited liability company

Witness

By: _____ (SEAL)
Name: _____
Title: _____

Notary Public

My commission expires:

Motion/Second by Miller/Johnson to approve an easement agreement with CF MH II South Hampton, LLC for existing water and sewer lines located in County right of way contingent upon an acceptable plat. Motion carried by a vote of 3-0.

3. Consider declaring surplus and authorize for sealed bids fifteen (15) vehicles from the Spalding County Sheriff's Department and authorization to transfer one (1) vehicle to the City of Zebulon Police Department.

Motion/Second by Miller/Johnson to approve declaring surplus and authorize for sealed bids fifteen (15) vehicles from the Spalding County Sheriff's Department and authorization to transfer one (1) vehicle to the City of Zebulon Police Department for a nominal fee. Motion carried by a vote of 3-0.

4. Consider approval of boundary line agreement of real property jointly owned by Spalding County and the City of Griffin, formerly used as the Shoal Creek Municipal Landfill.

Mr. Fortune explained that a few months ago, Mr. Bailey, who owns land south of the old landfill contacted the county and stated that he had purchased the property the was a discrepancy in the boundary line. Mr. Fortune noted that Mr. Bailey wanted this discrepancy addressed so that his kids would not have boundary line disputes. Mr. Fortune advised that after looking at the old deeds he realized that they were not the same. Furthermore, Mr. Fortune stated that if all agreed that the monuments on the property were the property line, it would in turn give the county more property. To clear this issue up, a survey was requested in which established the property line and tied it into the monuments. The City & Mr. Bailey have agreed to this.

Motion/Second by Johnson/Miller to approve a boundary line agreement of real property jointly owned by Spalding County and the City of Griffin, formerly used as the Shoal Creek Municipal Landfill. Motion carried by a vote of 3-0.

5. Consider approval, on first reading, Ordinance #2013-11 amending the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 1: Business and Occupations, Article G: Excise Tax on Hotels to add a Section 6-1176 entitled Enforcement.

Mr. Fortune stated that his ordinance amendment stems from one of our motels not remitting the hotel/motel tax in a timely fashion. When the code was enacted in 1984, for whatever reason, there was no enforcement section. Staff has added this section which is our standard enforcement section in which calls for ramifications should someone not pay.

Motion/Second by Johnson/Miller to approve on first reading Ordinance #2013-11 amending the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 1: Business and Occupations, Article G: Excise Tax on Hotels to add a Section 6-1176 entitled Enforcement. Motion carried by a vote of 3-0.

6. Consider approval, on first reading, Ordinance #2013-12 to amend the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 1: Businesses and Occupations, Article D: General Business and Occupation Tax by deleting in its entirety Section 6-1104 Penalty of Ordinance Violation and adding a new section 6-1104 entitled: Penalty of Ordinance Violation.

Mr. Fortune stated that when staff realized there weren't any enforcement language in the hotel/motel tax ordinance, staff also realized that penalty for violating business law code only called for a \$1,000 fine. Mr. Fortune advised that this amendment models the enforcement section for code violations. In addition, Mr. Fortune advised that failure to comply could result in loss of their business license.

Commissioner Johnson questioned if the \$1,000 fee would still be the same. Mr. Jacobs advised that the fee would be set by the magistrate court after citations were issued.

Motion/Second by Miller/Johnson to approve on first reading Ordinance #2013-12 to amend the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 1: Businesses and Occupations, Article D: General Business and Occupation Tax by deleting in its entirety Section 6-1104 Penalty of Ordinance Violation and adding a new section 6-1104 entitled: Penalty of Ordinance Violation. Motion carried by a vote of 3-0.

7. Consider approval, on first reading, Ordinance #2013-10 to amend the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 2: Street and Sidewalk Use and Regulation, Section 6-2004: Route of Travel Thru Trucks, Item (e), to provide for no thru trucks on Maloy Road, from Georgia Hwy 16 to Rover-Zetella Road.

Mr. Jacobs noted that this proposed ordinance amendment stems from a recent citizens complaint regarding garbage trucks cutting through from 362 to SR16 to get to C&D Landfill. After reviewing the complaint, Sheriff Beam has agreed that large trucks should not be using Maloy Road due to safety concerns.

Motion/Second by Miller/Johnson to approve on first reading Ordinance #2013-10 to amend the Spalding County Code of Ordinances, Part VI: Licensing and Regulation, Chapter 2: Street and Sidewalk Use and Regulation, Section 6-2004: Route of Travel Thru Trucks, Item (e), to provide for no thru trucks on Maloy Road, from Georgia Hwy 16 to Rover-Zetella Road. Motion carried by a vote of 3-0.

8. Consider approval on first reading an Ordinance amending the Spalding County Code of Ordinances, Part VI, Licensing and Regulation, Chapter 1, Business and Occupations by deleting Article A: Sale of Malt Beverages and Wine, Article B: Retail Liquor Package Stores, and Article C: Sale of Alcoholic Beverages for Consumption on Premises in their entirety and adding a new Article A: Sale of Alcoholic Beverages.

Mr. Fortune stated that this amendment is a very comprehensive rewrite of the alcohol section. Mr. Fortune noted that this amendment puts our county ordinance in alignment with state law. A lot of senseless regulations that created unintentional problems have been removed (i.e. requirement to have seating for at least 40 people).

After questioning from Commissioner Miller in reference to the effective date, Community Development Director Chad Jacobs noted that the effective date would be January 1, 2014 due to staff being in the middle of renewals.

Commissioner Johnson questioned what provoked so many changes. Mr. Fortune stated that staff found themselves amending the ordinance piece by piece as issues arose. Mr. Jacobs stated that these amendments are far more manageable and business friendly and the process for applying for a license is much less complex.

Motion/Second by Johnson/Miller to approve on first reading an Ordinance amending the Spalding County Code of Ordinances, Part VI, Licensing and Regulation, Chapter 1, Business and Occupations by deleting Article A: Sale of Malt Beverages and Wine, Article B: Retail Liquor Package Stores, and Article C: Sale of Alcoholic Beverages for Consumption on Premises in their entirety and adding a new Article A: Sale of Alcoholic Beverages. Motion carried by a vote of 3-0.

9. Consider renewal of County Manager's employment contract for the 2014 Calendar Year.

Motion/Second by Miller/Johnson to table renewal of County Manager's employment contract for the 2014 Calendar Year until a Special Called Meeting on September 26, 2013 at 5:15 pm. Motion carried by a vote of 3-0.

10. Consider establishing a date for a workshop to discuss proposed Vehicle Use Policy.

Motion/Second by Miller/Johnson to table establishing a date for a workshop to discuss proposed Vehicle Use Policy. Motion carried by a vote of 3-0.

11. Consider approval of an amplification permit #13-12 as requested by Elberta Fox for a gathering to be held on October 11, 2013 at 1832 W. Ellis Road beginning at 6:30 pm and ending at 10:00 pm.

Mr. Jacobs noted that all fees have been paid and staff recommends approval.

Motion/Second by Johnson/Miller to approve an amplification permit #13-12 as requested by Elberta Fox for a gathering to be held on October 11, 2013 at 1832 W. Ellis Road beginning at 6:30 pm and ending at 10:00 pm. Motion carried by a vote of 3-0.

12. Consider approval of an amplification permit #13-13 as requested by Linda Kendrick for a wedding reception to be held on October 5, 2013 beginning at 6:00 pm to 11:00 pm. event will be held at 203 Seminary Ridge.

Mr. Jacobs noted that all fees have been paid and staff recommends approval.

Motion/Second by Johnson/Miller to approve an amplification permit #13-13 as requested by Linda Kendrick for a wedding reception to be held on October 5, 2013 beginning at 6:00 pm to 11:00 pm. event will be held at 203 Seminary Ridge. Motion carried by a vote of 3-0.

XI. REPORT OF COUNTY MANAGER

1. To date the county has collected \$7,481.64 for United Way which is approximately 60% of the \$12,500 goal. We are still collecting and hope to reach our goal. The boat race was held this past Saturday and it was a lot of fun. Park & Recreation entered a boat for the county and did a great job. Even though they did not win, they had a very good race time. The final race was between UGA and Caterpillar with UGA winning. After the boat awards were given, the drawing was held for the two \$250 Wal-Mart gift cards. For every \$1 per paycheck that employees contributed, they received one entry for the drawing with a maximum number of 5 entries per person. The winners were Al Gibson and Bill Harden with Parks & Recreation.
2. On September 11th, the county held a blood drive. 55 people signed up to give blood with 47 procedures being completed and 51 pints collected by Red Cross. The County received an email complement indicating how courteous and efficient the staff at the blood drive was.
3. Flynt Building at 115 N. 6th is undergoing a rezoning for a church with the city. The county owns four parking spaces that assuming zoning approval by the City, the County can enter into an agreement with the church for the use of those spaces. Pursuant to an email from the pastor of Journey Church, Michael Moody, they hold two services on Sunday morning (9:15 and 11:00) with no Sunday night services. On Wednesday evenings they hold youth meetings at 6:30pm. Primary parking on Monday through Friday during normal business hours will be for the pastor, youth pastor, children's director and church secretary. Only the pastor is full time, everyone else is part time and typically only in the church office two days a week.
4. The first and second hearings on the tax increase are scheduled for Monday September 23rd at 11 am and 5 pm.
5. Griffin Spalding Area Transportation Committee will meet on September 25th at 1:30.
6. There will be a BOC zoning hearing on September 26th at 6:00pm.

XII. REPORT OF COMMISSIONERS

Miller- Thanked Public Works for the work they have done on County Roads.

Johnson- Thanked Ricky Clark & Kenda Woodard for their work on the Griffin Taste & Music Festival.

Ray- Stated that there have been questions regarding the .76% pay reduction discussed during budget proceedings. Commissioner Ray noted that the Commissioners along with William agreed to absorb the pay cut. In closing, Commissioner Ray recommended that the Commissioner donate their .76% reduction to United Way.

XIII. CLOSED SESSION - NONE

XIV. ADJOURNMENT

Motion/Second by Johnson/Miller to adjourn at 7:59 pm. Motion carried by a vote of 3-0.

/s/ _____
Chairman

/s/ _____
County Clerk

.....