

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, April 21, 2014, beginning at 6:22 p.m. with Chairman Samuel Gardner presiding. Commissioners Raymond Ray, Rita Johnson, Gwen Flowers-Taylor, and Bart Miller were present. Also present were County Manager William P. Wilson Jr., William Gay, Director of Human Resources, Jinna Garrison, Administrative Services Director, Jim Fortune, County Attorney and Kathy Gibson, Executive Secretary to record the minutes.

I. OPENING (CALL TO ORDER) – Chairman Samuel Gardner.

II. INVOCATION – led by Chairman Samuel Gardner.

III. PLEDGE TO FLAG – led by Commissioner Raymond Ray.

IV. PRESENTATIONS/PROCLAMATIONS – None.

V. PRESENTATIONS OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the nine month period ended March 31, 2014.

Jinna Garrison advised that the format for the financial statements had changed and that she was available for any questions the Commissioners may have regarding the financial statements.

Motion/Second by Ray/Miller to approve the financial statements for the nine month period ended March 31, 2014. Motion carried unanimous by all.

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.

William Wilson, County Manager, advised that we did not have anyone sign up to speak during the Citizen Comments.

VII. MINUTES

1. Consider approval of the Minutes for the April 7, 2014 Regular Meeting of the Spalding County Board of Commissioners.

Motion/Second by Ray/Johnson to approve the minutes of the April 7, 2014 meeting of the Spalding County Board of Commissioners. Motion carried unanimous by all.

VIII. CONSENT AGENDA

1. Consider approval on second reading, an Ordinance to amend Chapter 1 of the Spalding County Animal Control Ordinance by adding section 12-1006 establishing a maximum number of dogs and cats allowed without a kennel license.
2. Consider approval on second reading, an Ordinance to amend Subparagraph (b)(2) of Section 12-1016 of the Spalding County Code of Ordinances by striking said paragraph (b)(2) in its entirety and inserting in lieu thereof a new subparagraph 2 regarding adoptions by persons other than the Owner, Possessor or Custodian to include fees for the spay and neutering of the animal prior to adoption.
3. Consider approval on second reading an Ordinance amending the FY 2014 Budget Ordinance to provide for lease purchase proceeds and other revenues.

Motion/Second by Ray/Miller to approve the Consent Agenda consisting of items #1, #2 and #3 as presented. Motion carried unanimous by all.

IX. OLD BUSINESS

1. Consider Approval of Resolution to Cover Emergency Management Team Members under the County's workers' compensation insurance.

Mr. Wilson advised that the questions that were presented at a previous meeting had been researched by Bill Gay, Human Resource Director, and that the Board had been provided copies of the OCGA section that covered who could and could not be included under the County's workers' compensation insurance.

A RESOLUTION AUTHORIZING CERTAIN VOLUNTEER EMERGENCY MANAGEMENT TEAM MEMBERS TO BE COVERED UNDER WORKERS' COMPENSATION

BE IT RESOLVED by the Board of Commissioners of Spalding County, Georgia, and it is hereby resolved by the authority of same:

SECTION 1. Volunteer members of the Spalding County Office of Homeland Security "Emergency Management Team" shall be covered under the Association County Commissioners of Georgia Group Self-Insured Workers' Compensation Fund, and while performing their duties shall be covered under the workers' compensation laws of the State of Georgia.

SECTION II. All Resolutions or parts of Resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS
SPALDING COUNTY, GEORGIA

Chairman

ATTEST:

County Clerk

Date Adopted:

Motion/Second by Ray/Miller to approve Resolution to Cover Emergency Management Team Members under the County's workers' compensation insurance. Motion carried unanimously.

2. Consider Intergovernmental Agreement with the City of Griffin for 800 MHz User fees as proposed by the City of Griffin.

Mr. Wilson advised that for several years the County has been working with the City of Griffin to come up with an equitable agreement for cost sharing of the 800 MHz radio system. The County presented four options for consideration by the City of Griffin. Two of the options for consideration were at the request of the City. The City of Griffin came back to the County with fifth option that encompassed none of the previous methods presented. As part of the option proposed by the City of Griffin, the City will not be responsible for reimbursing any charges for usage of the system prior to FY2014.

Mr. Wilson advised that a committee had been formed to meet with the City, there were several meetings and the committee believed that the consensus would be for Option #4 which was drafted at the City's request. Mr. Wilson ask how the Board would like to respond to the City's proposal.

Commissioner Ray recommended that the County go back to the City with Method #4 that was requested by the City that equates the usage of the 800 MHz system with the cost of the system. That Method #4 be used to determine the current cost of the system and the money due for past usage of the system. Commissioner Ray further suggested that an Intergovernmental Agreement be requested between the City and County for a period of 10 years and the formation of a communications committee.

Mr. Wilson stated that it is the recommendation that the County go back to the City with Method #4 with a proposal for an IGA for 10 years that we would agree to form a communications committee. That the IGA include language to modify the agreement upon the 2017 Service Delivery Strategy renegotiation.

Motion/Second by Ray/Johnson to go back to the City of Griffin with a counter offer of Method #4 to be used to determine costs of current and past usage of the 800 MHz system. The offer will include a proposal for an Intergovernmental Agreement of 10 years and provide for the creation of a communications committee.

Commissioner Flowers-Taylor asked that the County enter into a memorandum of understanding with the City of Griffin as soon as possible for services going forward. At this time, we do not have any legal document stating that they agree to pay for the services they are receiving every day. We need to get a memorandum of understanding and go forward. The agreement should include usage of all towers, mobile data and radio transmissions.

Mr. Wilson confirmed that the proposal should include all five tower sites and be based on the push to talk total % calculations (radio transmissions).

Motion carried unanimously.

X. NEW BUSINESS

1. Consider approval of an Amplification Permit request from the Rafferty Family for a wedding reception to be held at 1901 S. 6th Street on July 19, 2014 from 7:00 p.m. to 11:00 p.m.

Motion/Second by Ray/Miller to approve the Amplification Permit for the Rafferty Family for a wedding reception to be held at 1901 S. 6th Street on July 19, 2014 from 7:00 p.m. to 11:00 p.m. Motion carried unanimously by all.

2. Consider approval of an Amplification Permit request from Ms. Elberta Fox for May 9, 2014 at 1832 W. Ellis Road, from 6:00 p.m. until 11:00 p.m.

Motion/Second by Johnson/Ray to approve the amplification permit for Ms. Elberta Fox for May 9, 2014 at 1832 W. Ellis Road, from 6:00p.m. until 11:00 p.m. Motion carried unanimously by all.

3. Consider approval of the following amplification permits as requested by Chris Smith of the Griffin Moose Lodge for several outdoor events to be held on the following dates at the Griffin Moose Lodge located at 1425 Zebulon Road:

1. May 26, 2014 Memorial Day Family Pool Event from 2:00 p.m. - 6:00 p.m.
2. May 30, 2014 Family/Child Birthday Party Event from 7:00pm - 11:00 p.m.
3. June 14, 2014 Luau Pool Event from 8:00 p.m.-12:00 a.m.
4. July 4, 2014 July 4th Family Pool Event/Party from 2:00 p.m. - 6:00 p.m.
5. September 1, 2014 Labor Day Pool "Family" Event from 2:00 pm - 6:00 pm.

Motion/Second by Ray/Johnson to approve the amplification permits for the Griffin Moose Lodge as presented with the exception of the event on June 14, 2014 and that the time be revised to reflect a beginning time of 7:00 p.m. with an ending time of 11:00 p.m. Motion carried unanimously by all.

4. Consider request from Walking for Wellness to utilize Big Blue from September 15, 2014, through September 19, 2014, to travel to Philadelphia, Pennsylvania.

Commissioner Miller requested that the maximum mileage allowed for these trips be reviewed before approval is given for this trip.

Motion/Second by Flowers-Taylor/Miller to table the request until the policy for trips involving Big Blue can be reviewed. Motion carried 3-2 (Garner/Johnson).

5. Consider recommendation from the Parks & Recreation Advisory Commission for implementation of Field Use Fees.

Mr. Wilson advised that currently the County charges a percentage of teams registered. We are the only county in the area that charges a percentage. Parks and Recreation has been trying to lure more tournaments into the County and as part of that effort they have surveyed Newton, Oconee, Butts, Henry, Pike, Fayette, Troup, Clayton and the City of Alpharetta and found that most of the counties charge on a per field basis.

Based on the information gathered from the surrounding areas, it is recommended that Spalding County establish a per field calculation for Field Use. It is believe that this will bring more tournaments and more money into the area.

Motion/Second by Johnson/Ray to approve the implementation of Field Use Fees as proposed by the Spalding County Parks and Recreation. Motion carried unanimously.

6. Consider approval of the engagement letter with Robert W. Baird & Company to serve as managing underwriter for the 2014 SPLOST.

Mr. Wilson advised that on August 19, 2013, the Board authorized the County to work with King and Spalding and Robert Baird on the 2014 SPLOST. This letter of engagement formalizes that agreement.

February 24, 2014

Spalding County, Georgia
119 East Solomon Street
Griffin, GA 30224

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as managing underwriter for Spalding County, Georgia (“you”, “County” or the “Issuer”) on its proposed offering and issuance of General Obligation Sales Tax Bonds (the “Securities”) following the passage of a referendum to be held on November 4, 2014 to renew and extend the 1% Special Purpose Local Option Sales Tax. This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities and will contain provisions that are consistent with those stated in this letter.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter of the proposed offering and issuance of the Securities, and in such capacity Baird agrees to provide the following services:
 - Review and evaluate the proposed terms of the offering and the Securities
 - Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
 - Assist in the preparation of the preliminary official statement and final official statement and other offering documents
 - Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
 - Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
 - If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
 - Consult with counsel and other service providers about the offering and the terms of the Securities

- Inform the County of the marketing and offering process
 - Negotiate the pricing, including the interest rate, and other terms of the Securities
 - Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
 - Submit documents and other information about the offering to the MSRB's EMMA website
 - Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
 - Such other usual and customary underwriting services as may be requested by the County
2. Disclosures Concerning Baird's Role as Underwriter as Required by MSRB Rules G-23 and G-17: At the County's request, Baird may provide incidental financial advisory services, including advice as to the size, structure, timing, terms and other matters concerning the issuance of the Securities. Please note that Baird would be providing such advisory services in its capacity as underwriter and not as a municipal advisor or financial advisor to the County. As underwriter, Baird's primary role is to purchase, or arrange for the placement of, the Securities in an arm's length commercial transaction between the County and Baird. Baird has financial and other interests that differ from those of the County. Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. However, unlike a municipal advisor or financial advisor, Baird as an underwriter does not have a fiduciary duty to the County under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the County without regard to its own financial or other interests. As part of its services, Baird will review the official statement applicable to the proposed offering in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed offering.

As underwriter, Baird will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period and satisfaction of various conditions. This letter does not obligate Baird to purchase any of the Securities. If all of the conditions to its obligation to purchase any securities have been satisfied, Baird as underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.

3. Fees and Expenses; Conflicts of Interest. Baird's underwriting fee/spread will be determined by mutual agreement of the County and Baird once the size and structure of the financing is determined and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread will be based on the principal or par amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary. Other firms that provide services in connection with the proposed offering may also have fees that are contingent on the closing of the offering.

The County shall be responsible for paying or reimbursing Baird for all costs of issuance Baird incurs on the County's behalf, including without limitation, CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges, underwriter's counsel fees and expenses, and all other expenses incident to the performance of the County's obligations under the proposed offering.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the County, certain County officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for the County and expects to serve in such capacities in the future. Baird, through its Baird Advisors or Baird Public Investment Advisors unit, may also be engaged from time to time by the County to manage investments for the County (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the County's selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the County (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the County (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the County and/or persons and entities with relationships with the County.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the County, the County agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.
5. Limitation of Liability. The County agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the County for the services provided hereunder except to the extent it is judicially determined that Baird engaged in negligence or willful misconduct. In addition, to the extent permitted by applicable law, the County shall be responsible for any losses, claims, damages and liabilities that arise from or otherwise relate to an untrue statement of a material fact contained in an official statement, prospectus, private placement memorandum or other document provided to investors in connection with the Financing or an omission to state a material fact necessary in order to make the statements therein not misleading.
6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. The County acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The County also agrees that Baird may use the County's name and logo or official seal for these purposes.
7. Disclosures of Material Financial Characteristics and Material Financial Risks.

Baird may provide to an official of the County who has the authority to bind the County by contract with a written disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

If there is any aspect of this Agreement that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the County by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter. Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

Todd L. Barnes
Managing Director

Motion/Second by Ray/Johnson to approve engagement letter with Robert W. Baird & Company to serve as the managing underwriter for the 2014 SPLOST. Motion carried unanimously by all.

7. Consider approval of the Service Agreement for Operation of the Three Rivers Regional Transit System in Spalding County.

Mr. Wilson advised that this is the 5311 Public Transportation Program. The total required is \$15,193.00 and that includes \$9,000.00 for the replacement of vehicles. This amount reflects the County's portion of the expense, this is a project shared by the City and the County. It is a Regional Transportation System administered by Three Rivers and operates in Pike, Upson, Lamar and Spalding Counties. Mr. Wilson reported that the buses belong to the County and are insured by the County. Spalding County owns three buses.

Commissioner Flowers-Taylor expressed concern that the buses were not marked to reflect that it is a service available to all of the citizens of the county. Commissioner Flowers-Taylor asked if the County could add advertising to the buses to reflect the number to call to utilize the bus and possibly the cost of service.

Mr. Wilson stated that he would check to see if the County could place some type of advertisement on the buses and if the County could advertise the service on the Website and Facebook page to make the service more available to the public and increase ridership.

**SECTION 5311 PUBLIC TRANSPORTATION
SERVICE AGREEMENT
FOR OPERATION OF
THREE RIVERS REGIONAL TRANSIT SYSTEM
BETWEEN THE
BOARD OF COMMISSIONERS OF SPALDING COUNTY
AND
THREE RIVERS REGIONAL COMMISSION**

PREAMBLE

This Agreement is made and entered into this 21st day of April, 2014 by and between the Board of Commissioners of SPALDING County hereinafter referred to collectively as the "COUNTY"; and THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as "TRRC"; and shall terminate on the 30th day of June, 2015 unless terminated earlier under other provisions of this agreement.

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with the Three Rivers Regional Commission has agreed to participate in the formation of a Regional 5311 Public Transportation System; and

WHEREAS, SPALDING County has agreed to participate in this regional transportation system administered by the Three Rivers Regional Commission; and

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I
TERM OF AGREEMENT
TERMINATION PROVISIONS
AND ATTACHED DOCUMENTS**

1. Engagement: The TRRC is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5311 public transportation program.
2. Term of Agreement: The term of Agreement shall be from July 1, 2014 through June 30, 2015.

3. Termination of Agreement: The COUNTY or TRRC reserves the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.
4. Attachments:
 - a. Attachment A: Georgia Security and Immigration Compliance Act of 2006.
 - b. Exhibit 1: Contractor Affidavit and Agreement- EVV

ARTICLE II
SCOPE OF WORK
COUNTY RESPONSIBILITIES

1. The COUNTY will appropriate funds to operate the Section 5311 Rural Public Transportation Program for the stated contract year.
2. The COUNTY shall procure a Commercial General Liability Insurance Policy for all DOT assigned vehicles including personal and advertising liability (or Comprehensive General Liability Policy with endorsement to insure contractual liability, broad from property damage, personal injury, personal and advertising liability), and other insurance policies.

TRRC RESPONSIBILITIES

1. The TRRC will manage the day-to-day operation of the Regional 5311 Public Transportation program. The TRRC will retain and monitor a third party operator for compliance with local, state, and federal regulations.
2. The TRRC will manage the financial reporting and statistical analysis for the program, and request the appropriated funds from each participating COUNTY no more than monthly and no less than once a year.

ADDITIONAL RESPONSIBILITIES

1. The TRRC and the third party operator shall defend all lawsuits, not related to insurance claims, brought upon the FTA Section 5311 regional public transportation program (commonly known as the Three Rivers Regional Transit System), or any claim related to the aforementioned public transportation program. The TRRC agrees to pay in full all costs and expenses incidental thereto; however, a COUNTY may have the right, at its own expense, to participate in the defense of any suit, without relieving TRRC of any obligation.
2. All wages, salaries, fringe benefits, other employee costs, services, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the third party operator retained by the TRRC. Payment from the COUNTY to the TRRC for all expenses incurred in fulfilling the intent of this contract shall be the fund amount listed in Article IV.
3. TRRC shall operate the FTA Section 5311 Regional Public Transportation program services in accordance with the guidelines and policies set by GDOT. TRRC further agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement and to make such materials available for inspection, upon request by the Authorized Representative or his designee, any COUNTY, and the GDOT or their representatives.
4. Service expansions or improvements may be recommended by TRRC to the participating COUNTY. It is agreed that the TRRC must have approval and additional funds (if applicable) from the COUNTY before implementation of expansions or improvements.

ARTICLE III
SCOPE OF SERVICES
SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter "demand response transportation"), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this agreement.
2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours should be worked into the regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).
3. Service is available to passengers a minimum of 8 (eight) hours a day, Monday through Friday excluding holidays. 4. Passenger constitutes any resident of Butts, Lamar, Pike, Spalding, and Upson COUNTIES, and a passenger trip constitutes transporting one passenger one-way between two locations.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is between \$2.00 and \$2.50 per one-way passenger trip. The fare structure shall remain in force until the TRRC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be filed with the TRRC by the TPO within 24 hours after an accident. This accident report shall describe the nature of the accident, the findings as to cause, personal injury sustained, property damage and information, and if a drug and alcohol test was administered. The TRRC will notify the COUNTY so that an insurance claim can be prepared, and an accident report will be forwarded to the COUNTY once it is received.

FEDERAL COMPLIANCE

The COUNTY and TRRC must agree as a condition of participating in the Section 5311 Rural Transportation Program, that:

1. No persons shall on the grounds of race, color, religion, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Act;
2. TRRC or its third party operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;
3. TRRC or its third party operator will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or benefiting from Federal Financial Assistance.

**ARTICLE IV
COMPENSATION**

<u>Operating & Program Administration:</u>	\$5,917
<u>Capital Match: Vehicle Replacement:</u>	\$9,276
<u>Total Compensation:</u>	\$15,193

The COUNTY's maximum obligation to the TRRC shall not exceed \$15,193 (Fifteen thousand one hundred ninety three dollars) for transit capital match, and transit operating and program administration services rendered between July 1, 2014 and June 30, 2015. Compensation will be requested no more than monthly and no less than once a year.

**On behalf of the Board of Commissioners
of SPALDING COUNTY**

Board of Commissioners

TERMS OF USAGE

*An Attachment to the Service Agreement Between
The Boards of Commissioners of SPALDING County
AND
THREE RIVERS REGIONAL COMMISSION*

WHEREAS, the Boards of Commissioners for the aforementioned COUNTY have indicated a desire to contract with THREE RIVERS REGIONAL COMMISSION to provide public transportation services within their county area, located in the Three Rivers region; and

WHEREAS, the aforementioned COUNTY has supplied at least one vehicle for operation of a public transportation system in the Three Rivers region.

THEREFORE, the parties agree to the following, as an Attachment to their Service Agreement as referenced above:

1. THREE RIVERS REGIONAL COMMISSION will have the right to operate and manage vehicles placed by the above named COUNTY into the Three Rivers Regional Transit System, an FTA Section 5311 program.
2. THREE RIVERS REGIONAL COMMISSION will follow all state and federal laws regarding the safe operation of any vehicle placed in the Three Rivers Regional Transit System.
3. THREE RIVERS REGIONAL COMMISSION recognizes that program vehicles are the property of the respective COUNTY, and will treat said property with proper care and attention. Nothing in the "Terms of Usage" shall constrain the COUNTY from its rights of ownership and supervision over respective program vehicles.
4. THREE RIVERS REGIONAL COMMISSION acknowledges the following:
Should the COUNTY withdraw from the main Service Agreement, program vehicle(s) must be returned to the county.

This "Terms of Usage" agreement is effective only upon execution of the main agreement between the COUNTIES and THREE RIVERS REGIONAL COMMISSION. Termination of the main agreement automatically eliminates any claim the TRRC may have pertaining to rights of operation for said program vehicles.

EXHIBIT 1

STATE OF GEORGIA
SPALDING COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with *Spalding County* has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with *Spalding County*, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to *Spalding County* at the time the subcontractor(s) is retained to perform such service.

286740

EEV / Basic Pilot Program* User Identification Number

Three Rivers Regional commission
Contractors Name

By: Authorized Signature of Officer or Agent

Date

Executive Director

Title of Authorized Officer or Agent of Contractor

Lanier E. Boatwright

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS *14TH* DAY OF *April, 2014*

Notary Public

My Commission Expires _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV /Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. 13-10-91.

ATTACHMENT A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by the *Spalding County* for the physical performance of services:

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit 1 and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. X Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

Contractor's Initials: _____ Date: _____
 Verification of compliance by contract officer: _____

Motion/Second by Flowers-Taylor/Ray the Service Agreement for operation of the Three Rivers Regional Transit System in Spalding County. Motion carried unanimously by all.

8. Consider approval of multi-year lease agreement with Verizon Wireless for Williamson Road tower site.

Mr. Wilson stated that this lease is the result of a two year negotiation between the County and Verizon. This is a multi-year agreement with a 2.5% escalation at the end of every year. The County has secured the appropriate easement for Verizon, or anyone else that the County authorizes, to have ingress and egress to the tower site. There is space on the tower site and it will not adversely affect the 800 MHz service.

Mr. Fortune advised that the easement exhibit on the contract currently before the board will be replaced with a new exhibit reflecting the updated easement information.

Lessee Site Name: Moose Lodge

Spalding County Site ID:
 State: Georgia
 County: Spalding

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") by and between Spalding County, a political subdivision of the State of Georgia, located at 119 E. Solomon Street, Griffin, Georgia 30223 (hereinafter referred to as "Lessor") and Verizon Wireless of the East LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404) (hereinafter referred to as "Lessee").

Prior to or in conjunction with this Lease, Lessee shall submit the following to Lessor:

- A. a Site Lease Application (the "Application"), which is attached hereto as **Exhibit 1** and approved by Lessor; and
- B. an Application Fee of \$2,500 (the "Fee").

Lessor hereby leases the Leased Premises to Lessee, as defined below, subject to the terms and conditions of this Lease as follows:

1. **Premises.**

Subject to the following terms and conditions, Lessor leases to Lessee certain space and area ("Leased Premises" or "Premises") upon and adjacent to Lessor's tower ("Lessor Tower"), which Lessor Tower is located on certain real property leased by Lessor located at Williamson Road in Griffin, Georgia, and as shown on the Tax Map of the County of Spalding as a portion of Tax Parcel No. 235 04023G, and a portion of that real property further described in Deed Book 939 at Page 182, as recorded in the Office of the Clerk of Superior Court of Spalding County (the "Property"), as more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference. Lessee's use and maintenance of the Property shall be limited only to the Leased Premises; provided, however, Lessee shall have a non-exclusive easement (the "Easement") for pedestrian and vehicular ingress and egress 24 hours per day, 7 days per week and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide easement extending from the nearest public right-of-way, Williamson Road, to the Leased Premises, as more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference. The Leased Premises and the location of the Communications Equipment (as defined below) on Lessor Tower are depicted on the site plan (the "Site Plan") attached hereto as **Exhibit 3** and incorporated herein by reference.

2. **Term.**

The initial term ("Initial Term") of this Lease shall be for a period of five (5) years and shall commence on the first day of the first month following the earlier to occur of (a) 180 days after full execution of this Lease, or (b) commencement of construction at the Leased Premises, whichever occurs first ("Commencement Date"). If the Commencement Date is based upon the commencement of construction at the Leased Premises, then Lessor and Lessee shall memorialize the Commencement Date of this Lease in writing.

This Lease shall be automatically extended for a total of three (3) additional five (5) year terms, each being a Renewal Term ("Renewal Term"), unless Lessee terminates it at the end of the then current five-year term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such right of renewal is contingent upon Lessee not being in default of the Lease. The term shall include the Initial Term and all Renewal Terms hereunder.

3. **Rent.**

- a. Lessee shall pay to Lessor as rent for the Leased Premises, an amount equal to \$2,500.00 per month ("Rent"). Rent shall be payable on the first day of each calendar month in advance at Lessor's address specified in Section 13 below. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

- b. Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Paragraph 13. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall be a prerequisite for the payment of any rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.

- c. Lessor shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. All invoices for power consumption shall be sent by Lessor to Lessee at P.O. Box 182727, Columbus, Ohio 43218. Lessee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3A. **Escalations.**

On each annual anniversary of the Commencement Date, the Rent will increase by 2.5% above the Rent for the month immediately preceding the annual anniversary of the Commencement Date.

4. **Permitted Use.**

The Leased Premises may be used by Lessee to install, maintain and operate a communications facility and related equipment on the Leased Premises ("Permitted Use"). Lessee's antenna equipment (hereinafter referred to as "Communications Equipment" or "Communications Center"), is described in **Exhibit 4**. Lessee shall have the right to replace, repair, add or otherwise modify its utilities, equipment (including, without limitation, Communications Equipment), antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Initial Term and any Renewal Term. However, if Lessee replaces equipment, the new equipment must be similar and comparable to the old equipment, and the new equipment must not increase the tower loading of the Tower.

All Communications Equipment shall be anchored and installed on Lessor's Tower in accordance with good and accepted engineering practices. Lessee must notify Lessor of its intent to install the Communications Equipment prior to installation.

5. **Access.**

Lessor agrees that during the term of this Lease, Lessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Leased Premises for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Lessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Lessee or persons under the direct supervision of Lessee for the limited purposes set forth herein.

6. **Interference.**

Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. **Improvements; Utilities; Removal.**

All work by Lessee shall be performed in compliance with all applicable laws and ordinances. Lessee is not authorized to contract for or on behalf of Lessor for work on, or the furnishing of materials to, the Leased Premises or any other part of the Property, and Lessee shall discharge of record by payment, bond or otherwise, within thirty (30) days subsequent to the date of its receipt of notice thereof from Lessor, any mechanic's, laborer's or similar lien filed against the Leased Premises or the Property for work or materials claimed to have been furnished at the instance of Lessee. The Communications Equipment shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Lease and following

any termination of this Lease; provided Lessee is not in default of this Lease. Any property which is not removed by Lessee within ninety (90) days after the expiration or earlier termination of this Lease upon the expiration of said ninety (90) day period, shall at the option of Lessor (i) be removed and discarded or stored by Lessor at Lessee's expense, or (ii) become the property of Lessor, and Lessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

8. **Termination.** Except as otherwise provided herein, this Lease may be terminated as follows:

- a. by Lessor, if Lessee fails to make any monetary payment due under this Lease within fifteen (15) days after Lessee's receipt of written notice of default from Lessor;
- b. by Lessor, if Lessee defaults (other than a default described in Section 8.a. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Lease may not be terminated so long as Lessee commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- c. by Lessee, if Lessor defaults and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Lease may not be terminated so long as Lessor commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- d. notwithstanding Section 8.c. above, Lessee may terminate this Lease if Lessor defaults and then fails, within five (5) days after receipt of written notice of such default, to cure such default if the default interferes with Lessee's ability to conduct its business on the Property; provided, however, that if the nature of Lessor's default is such that curative efforts will take longer than five (5) days after Lessor receives such notice, then it shall not be a default under this Agreement if curative efforts are commenced by Lessor within such five (5) day period and thereafter diligently pursued to completion.
- e. by Lessee upon prior notice if it is unable to obtain or obtained in a timely manner, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or
- f. by Lessee upon prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Leased Premises resulting from the acts of any third party, an act of God or from other natural forces, (iii) changes in system design or system usage patterns or for any other reason, (iv) any soil boring test or structural analysis is unsatisfactory, (v) structurally incompatible, or (vi) obsolete or unnecessary, Lessee's use of the Communications Equipment, as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system.

9. **Casualty and Condemnation.**

- a. In the event of damage by fire or other casualty to Lessor Tower or Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Leased

Premises, terminate this Lease upon fifteen (15) days prior written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Lease Premises is impaired.

- b. In the event of any condemnation of all or any portion of the Property, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Leased Premises or Lessor Tower, Lessee, in Lessee's sole discretion, is unable to use the Leased Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, Lessee may, at Lessee's option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Leased Premises taken bears to the total rentable area of the Leased Premises. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall promptly repair any damage to the Leased Premises caused by such condemning authority.

10. **Taxes.**

Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Lessor and Lessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Lessor or Lessee at the Property. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Lessee liable for any portion of Lessor's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Lessor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably

cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee.

11. **Insurance and Subrogation.**

Lessee will provide:

- a. Commercial General Liability Insurance in an aggregate amount of \$3,000,000 and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Lessee and providing Lessor within ten (10) days of the Commencement Date with a certificate of insurance naming Lessor as an additional insured; and
- b. Workmen's Compensation coverage in the statutory amount.

12. **Intentionally Deleted.**

13. **Limitation of Liability.**

Except for indemnification pursuant to Paragraph 15, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

14. **Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Lessee to:

Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Lessor to:

Emergency contact: Mr. William P. Wilson Jr.
Spalding County Board of Commissioners
119 E. Solomon Street
Griffin, Georgia 30223

15. **Environmental Laws.**

Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the

specific activities of Lessee in the Premises.

Except as permitted by law, neither Party will allow any hazardous substances, including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or Property or on any structures located on the Premises from any source whatsoever. Each party covenants to indemnify and hold the other party harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs (collectively, "Claims") arising from the indemnitor's material misrepresentations or from existing or future discharge or from the presence or release of any hazardous substances or hazardous wastes on the Premises (either intentionally or accidentally) by the indemnitor or its predecessors in interest, agents, licensees or assigns, unless caused by the indemnitee or persons acting under the indemnitee.

16. Assignment and Subleasing.

This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

17. Relocation of Communications Equipment.

Lessor covenants that it will keep Lessor Tower in good repair as required by all applicable laws and regulations. Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If Lessor fails to make such repairs including maintenance Lessee may make the repairs and the costs thereof shall be payable to Lessee by Lessor on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If Lessor does not make payment to Lessee within ten (10) days after such demand, Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from Lessee to Lessor.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of Lessor Tower structure or its appurtenances.

All antenna(s) on Lessor Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Lease, Lessor shall supply to Lessee copies of all structural analysis reports that have been done with respect to Lessor Tower and throughout the Term, Lessor shall supply to Lessee copies of all structural analysis reports that are done with respect to Lessor Tower promptly after the completion of the same.

Upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Lessor performing maintenance, repair or similar work at the Property or on Lessor Tower provided:

- a. The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- b. Lessor pays all costs incurred by Lessee for relocating Lessee's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination;
- c. Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;
- d. Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all costs for the same being paid by Lessor.

18. **Site Plan:**

Lessee shall proceed with Lessee's work on the Premises in accordance with the Site Plan.

19. **Force Majeure.**

No party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control, any date or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party.

20. **Right of First Refusal.**

If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

21. **Rights upon Sale.**

Should Lessor, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of Lessor Tower and/or Property occupied by Lessee, or a larger portion

thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Lease. To the extent that Lessor grants to a third party by easement or other legal instrument an interest in and to that portion of Lessor Tower and/or Property occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Lease to said third party, Lessor shall not be released from its obligations to Lessee under this Lease, and Lessee shall have the right to look to Lessor and the third party for the full performance of this Lease.

22. **Title.**

Lessor represents and warrants to Lessee as of the execution date of this Lease, and covenants during the Term that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. Lessor further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Lessee as set forth above.

23. **Subordination and Non-Disturbance.**

At Lessor's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Property, Lessor Tower or Easement; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Lease to any future Mortgage covering Lessor Tower or Property, Lessor shall obtain for Lessee's benefit a non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in Lessor Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Lease, (2) fulfill Lessor's obligations under this Lease, and (3) promptly cure all of the then-existing Lessor defaults under this Lease. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that this Lease is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of Lessor Tower or Property, and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Lessee to cure or correct such defaults.

24. **Primary Lease Agreement.**

Lessor currently has a leasehold interest the property pursuant to a License for the Use of Real Property by and between Lessor and The Spalding County Water and Sewerage Facility Authority (the "Authority"), dated November 1, 2010, as amended

by that certain First Amendment to License for the Use of Real Property between Lessor and the Authority, dated October 17, 2011 (as amended, the "Primary Lease") attached hereto as Exhibit 4. Lessor's right and ability to lease the Leased Premises to Lessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Lease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Lease and the Primary Lease, the terms of the Primary Lease shall control and govern Lessee's rights hereunder. Lessor shall not terminate the Primary Lease prior to the expiration of its term without the express written consent of Lessee. In the event Lessor receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Primary Lease, Lessor shall notify Lessee of such notice as soon as the notice is received by Lessor pursuant to the terms of the Primary Lease and Lessee may take any such actions to cure any such failure under the Primary Lease. Lessee shall be under no obligation to take such action but may do so solely at its own discretion. In the event Lessee pays any amount or performs any obligations on behalf of Lessor pursuant to the terms of the Primary Lease, Lessee may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from Lessee to Lessor pursuant to this Lease. A copy of the Primary Lease is attached hereto as **Exhibit 6**.

25. **Miscellaneous.**

- a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section and any other provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.
- b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
- d. Lessor agrees to execute a memorandum of this Lease, the form of which is attached hereto as **Exhibit 5**, and by this reference incorporated herein. Lessee will record the memorandum with the appropriate recording officer.
- e. This Lease shall be construed in accordance with the laws of the State of Georgia.
- f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- g. Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

- h. Lessor covenants that Lessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended subject to the Primary Lease.
- i. Upon receipt of Lessor's written request and within thirty (30) days after said request, Lessee shall execute, acknowledge and deliver to Lessor, a certificate stating that: This Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Lessee has not paid any Rent in advance, except as specified in such certificate; Lessee is not in default in the payment of Rent or any of the other obligations required of Lessee under this Lease; and Lessee has paid Rent, Additional Rent, and any other payments due Lessor as of the date set forth in the certificate.
- j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.
- k. Lessor will cooperate with and permit Lessee, at Lessee 's sole cost and expense, to implement reasonable measures in order for Lessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Lessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Lessee may terminate this Lease upon written notice to Lessor without further obligation to pay rent under this Lease.
- l. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Lease.

26. Annual Termination.

Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Lease upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Lessor.

27. Removal at End of Term.

Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Lease, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes Lessee to remain on the Leased Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Lessor hereby waives any statutory or landlord's lien that may otherwise attach to Lessee's equipment.

28. Holdover.

Lessee has no right to retain possession of the Lased Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 26 herein, unless

the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and Lessee holds over in violation of Paragraph 26 and this Paragraph 27, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 26 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the dates set forth below.

WITNESS:

Print Name: William P. Wilson, Jr.
County Manager

Lessor: SPALDING COUNTY

By: _____

Name: Samuel C Gardner

Title: Chairman, Spalding County Board of Commissioners

Date: April 21, 2014

WITNESS:

Print Name: _____

**Lessee: VERIZON OF THE EAST LP, d/b/a
Verizon Wireless**

By: Cellco Partnership, Its general partner

By: _____

Aparna Khurjekar

Area Vice President Network

Date: _____

**EXHIBIT 1
(Site Lease Application)**

See attached copy of Site Lease Application

**EXHIBIT 2
LEGAL DESCRIPTION**

All that tract or parcel of land situate, lying and being in Land. Lot 76 of the Second Land District of Monroe County, originally, now Spalding County, Georgia, and being more particularly shown and designated as Tract "B", containing 0.222 acres, more or less, of land, on the plat of survey entitled "Property Survey for James Russell Friedline and Barbara Nell Friedline and Spalding County Water Authority", dated Jan. 31, 1989, as prepared by Cochran-Presley & Associates, Land Surveyors, Griffin, Georgia, a copy of which said plat is recorded in Plat Book __, at page ___ of the Superior Court records of Spalding County, Georgia, and which said plat and the metes, courses, bounds and distances as shown thereon are incorporated herein by reference and made a part of this description; and Said Tract "B" may be more particularly described by metes and bounds with reference to said plat as follows: BEGINNING at a point, as marked by an iron pin, on the northerly right of way line of the Southern Railroad property, now being property of Norfolk-Southern Railway System, and which said point of beginning lies southwestwardly, as measured along the southerly right of way line of Williamson Road, being Georgia State Highway Route 362, from its point of intersection with the westerly right of way line of Pine Hill Road, a distance of 921.73 feet to an iron pin, and thence running South 30 degrees 42. minutes 02 seconds East. along the southwesterly property line of lands now or formerly owned by Daniel A. Kopac, a distance of 331 feet to the iron pin at the aforesaid point of beginning; and thence running from said point of beginning South 74 degrees 2 minutes West, along the northerly right of way line of the said Southern Railroad property, a distance of 100 feet to an iron pin; thence running North 30 degrees 42 minutes 02 seconds West, a distance of 100 feet to an iron pin; thence running North 74 degrees 2 minutes East, a distance of 100 feet to an iron pin and to the aforesaid southwesterly property line of lands of Daniel A. Kopac; thence running South 30 degrees 42 minutes 02 seconds East, a distance of 100 feet to the iron pin at the aforesaid point of beginning; and said Tract "B" is now or formerly bounded as follows: Northerly by other lands of the grantors herein; Easterly by lands now or formerly owned by Daniel A. Kopac; Southerly by the said Southern Railroad right of way property; and Westerly by other lands of the grantors herein, all as more particularly shown on said plat.

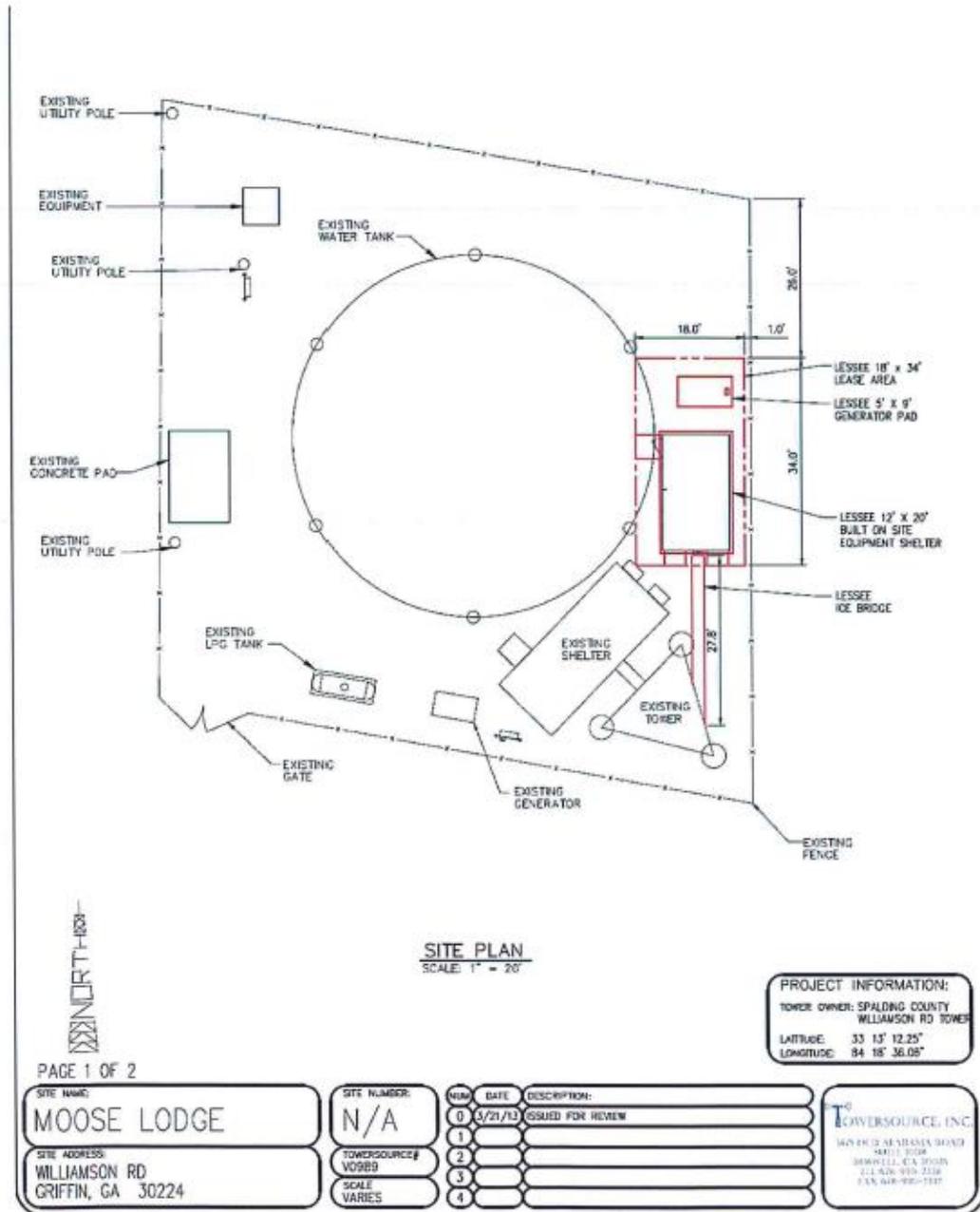
Permanent Easement:

All that lot, tract or parcel of land situate, lying and being in Land Lot 76 of the 2nd Land District of Spalding County, Georgia and being more particularly shown and designated at "Easement Area 5,278 Square Feet 0.12 Acres" on that plat of survey entitled "Easement Survey for Spalding County" dated March 17, 2014, prepared by S.L. Colwell & Assoc., Inc., Stanley L. Colwell, Ga. RLS No. 2605, a copy of which said plat is recorded in Plat Book 26, page 284, Spalding County, Georgia records, and which said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description as fully as if set out herein.

Temporary Easement:

Over that property of Grantor herein as more particularly described in that Deed recorded in Deed Book 2878, page 47, Spalding County, Georgia records. Said temporary easement shall terminate upon the completion of the construction of the improvements to be constructed on the Easement Area.

EXHIBIT 3
(Site Plan of Leased Premises)



communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of LESSOR Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

- 6. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, LESSOR Tower or Easement; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering LESSOR Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in LESSOR Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of LESSOR Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
- 7. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the dates set forth below.

WITNESS:

Lessor: SPALDING COUNTY

By: _____

Print Name: William P. Wilson, Jr.

Samuel C. Gardner
Title: Chairman, Spalding County
Board of Commissioners

Date: April 21, 2014

Lessee: VERIZON OF THE EAST, LP,
d/b/a Verizon Wireless

WITNESS:

By: Cellco partnership, its general partner

Print Name: _____

By: _____

Apama Khurjekar
Area Vice President Network

Date: _____

EXHIBIT B
LEGAL DESCRIPTION

All that tract or parcel of land situate, lying and being in Land Lot 76 of the Second Land District of Monroe County, originally, now Spalding County, Georgia, and being more particularly shown and designated as Tract "B", containing 0.222 acres, more or less, of land, on the plat of survey entitled "Property Survey for James Russell Friedline and Barbara Nell Friedline and Spalding County Water Authority", dated Jan. 31, 1989, as prepared by Cochran-Presley & Associates, Land Surveyors, Griffin, Georgia, a copy of which said plat is recorded in Plat Book , at page of the Superior Court records of Spalding County, Georgia, and which said plat and the metes, courses, bounds and distances as shown thereon are incorporated herein by reference and made a part of this description; and

Said Tract "B" may be more particularly described by metes and bounds with reference to said plat as follows: BEGINNING at a point, as marked by an iron pin, on the northerly right of way line of the Southern Railroad property, now being property of Norfolk-Southern Railway System, and which said point of beginning lies southwestwardly, as measured along the southerly right of way line of Williamson Road, being Georgia State Highway Route 362, from its point of intersection with the westerly right of way line of Pine Hill Road, a distance of 921.73 feet to an iron pin, and thence running South 30 degrees 42. minutes 02 seconds East. along the southwesterly property line of lands now or formerly owned by Daniel A. Kopac, a distance of 331 feet to the iron pin at the aforesaid point of beginning; and thence running from said point of beginning South 74 degrees 2 minutes West, along the northerly right of way line of the said Southern Railroad property, a distance of 100 feet to an iron pin; thence running North 30 degrees 42 minutes 02 seconds West, a distance of 100 feet to an iron pin; thence running North 74 degrees 2 minutes East, a distance of 100 feet to an iron pin and to the aforesaid southwesterly property line of lands of Daniel A. Kopac; thence running South 30 degrees 42 minutes 02 seconds East, a distance of 100 feet to the iron pin at the aforesaid point of beginning; and said Tract "B" is now or formerly bounded as follows: Northerly by other lands of the grantors herein; Easterly by lands now or formerly owned by Daniel A. Kopac; Southerly by the said Southern Railroad right of way property; and Westerly by other lands of the grantors herein, all as more particularly shown on said plat.

Permanent Easement:

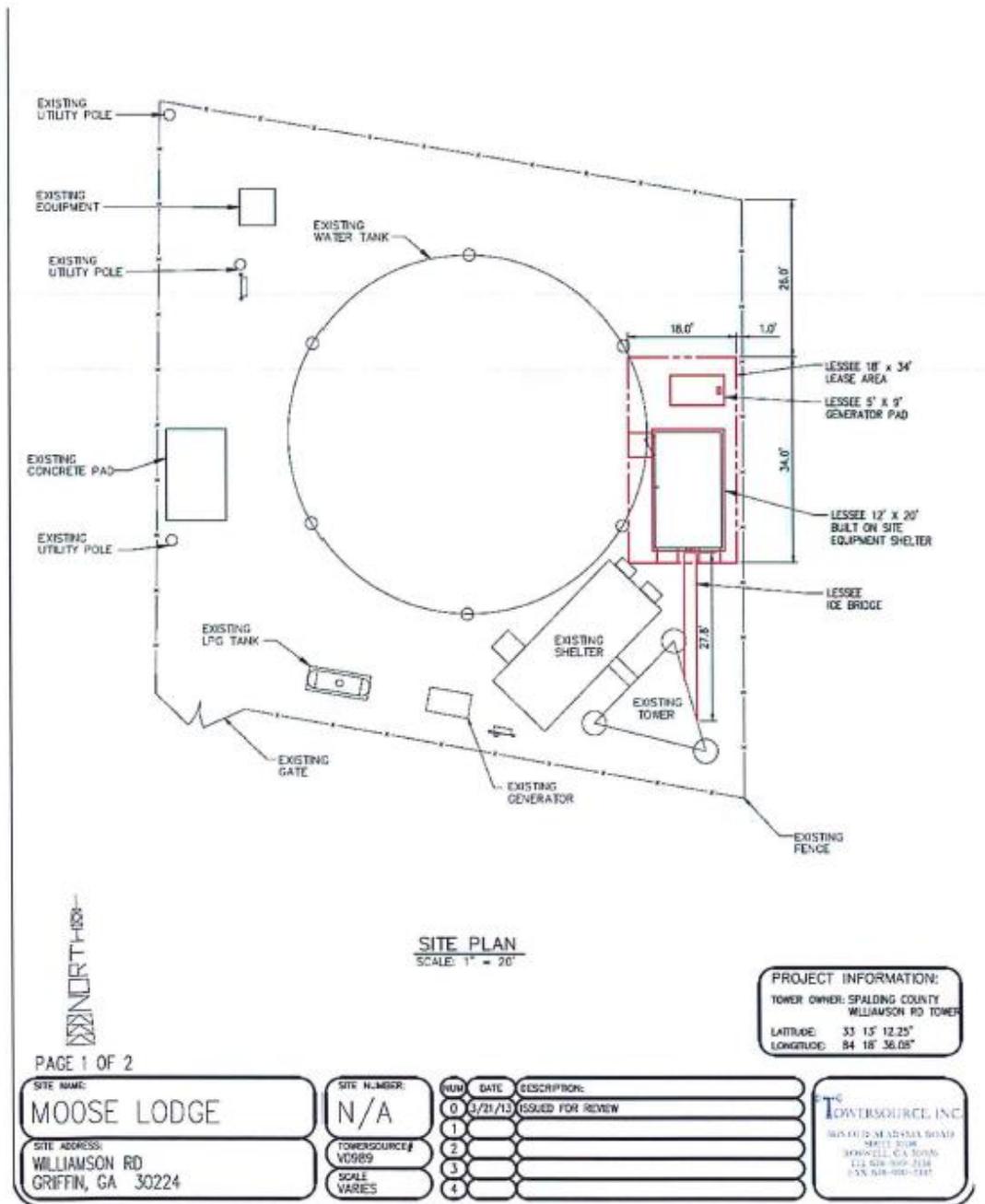
All that lot, tract or parcel of land situate, lying and being in Land Lot 76 of the 2nd Land District of Spalding County, Georgia and being more particularly shown and designated at "Easement Area 5,278 Square Feet 0.12 Acres" on that plat of survey entitled "Easement Survey for Spalding County" dated March 17, 2014, prepared by S.L. Colwell & Assoc., Inc., Stanley L. Colwell, Ga. RLS No. 2605, a copy of which said plat is recorded in Plat Book 26, page 284, Spalding County, Georgia records, and which said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description as fully as if set out herein.

Temporary Easement:

Over that property of Grantor herein as more particularly described in that Deed recorded in Deed Book 2878, page 47, Spalding County, Georgia records. Said temporary easement shall terminate upon the completion of the construction of the improvements to be constructed on the Easement Area.

EXHIBIT B

THE PREMISES



**EXHIBIT 6
(Primary Lease)**
(see attached)

Motion/Second by Miller/Ray to approve the multi-year lease agreement with Verizon Wireless for the Williamson Road tower site. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

Mr. Wilson stated that he had no comments.

XII. REPORT OF COMMISSIONERS

Miller – Commissioner Miller inquired as to whether the County could get someone from the FAA to come down and give us an update on the current airport. He stated that all the County has received is a letter from GDOT as to what needs to be done to bring the airport into compliance with FAA regulations. He stated that

he would like to see something in writing from the FAA on the matter.

Flowers-Taylor – Commissioner Flowers-Taylor agreed with Commissioner Miller. Commissioner Flowers-Taylor stated it is impossible to educate people on what is going on if we do not understand the ramifications of the new regulations and do not have the documentation to back it up.

Commissioner Flowers-Taylor stated that she saw the email that the gentleman wrote today regarding the response from the fire department today. She stated that she felt that Spalding County has an awesome group of first responders, they do an exceptional job in the community and are well thought of in the community.

Johnson – Commissioner Johnson stated that she attended the AGGC Conference in Savannah, that she had an opportunity to take some classes and had learned a great deal from the classes. Additionally, Commissioner Johnson stated that the intergovernmental dinner hosted by the Chamber of Commerce went very well and wanted to know if anyone had received any feedback.

Mr. Wilson advised that the Chamber is working on a survey with regard to the dinner and the results would be distributed to the attendees.

Mr. Wilson stated that the College and Career Academy meeting is April 28th at 11:30 a.m. Commissioner Ray, Commissioner Johnson and I are members of the committee and he encouraged everyone who could to attend the meeting.

Ray – Commissioner Ray asked that Mr. Wilson send him a copy of the noise ordinance. He also stated that he had received a request from approximately 15 employees of the Sheriff's Department who would like to take their health and wellness money to use it to pay for the Ambucs Park gym for playing basketball one night a week.

Gardner – Chairman Gardner stated that he has a request from citizens on Jackson Road on the cost and what they would need to do to have a water line installed on Jackson Road. Extending the water service from Jenkinsburg Road where service currently ends to Bailey Jester and tie into the water line there.

Mr. Wilson advised that if the residents would contact him, that he could look up the cost per customer formula that the Water Authority uses to evaluate if it is feasible to provide service.

Commissioner Gardner stated that the area of the road that was patched on Johnny Cut Road at Locust Grove Road is coming apart and we need to look at the materials being utilized to patch these roads because it is going to cost additional money every time someone has to go out and redo an area that was patched.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

***Motion/Second by Ray/Johnson to adjourn at 7:24 p.m.
Motion carried unanimously by all.***

