



# Spalding County online

## Board of Commissioners

### REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Monday, January 8, 2001 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Martha McDaniel, Merrill Massengale, Dick Morrow, Johnie McDaniel and Michael Kendall present. Also present were County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane.

### Agenda Topics

- I. **OPENING (CALL TO ORDER) – Chairman Kendall**
- II. **INVOCATION - Rev. Randy Valimont**
- III. **PLEDGE TO FLAG – Led by Chairman Kendall**
- IV. **Election of Chairman and Vice Chairman  
for Calendar Year 2001**

There were two nominations for Chairman. Commissioner Kendall nominated Commissioner Massengale and Commissioner Martha McDaniel nominated Commissioner Johnie McDaniel. The vote was called. Commissioner Massengale received four (4) votes and Commissioner Johnie McDaniel received one vote. *Commissioner Merrill Massengale was elected Chairman.*

*There was only one nomination for Vice Chairman and Commissioner Kendall nominated Commissioner Johnie McDaniel. He was unanimously elected Vice Chairman.*

*Chairman Kendall turned his seat and gavel over to the new Chairman, Merrill Massengale.*

*Chairman Massengale presented the out-going Chairman, Mr. Kendall, with an engraved gavel plaque for his service as Chairman of the Spalding County Board of Commissioners for the Year 2000.*

#### **APPOINTMENTS:**

**County Manager** – William P. Wilson, Jr.

*Upon motion by Commissioner Massengale, seconded by Commissioner Martha McDaniel, William P. Wilson, Jr. was unanimously reappointed as County Manager.*

**County Clerk** – Phyllis P. Doane

*Upon motion by Commissioner Massengale, seconded by Commissioner Martha McDaniel and Commissioner Johnie McDaniel consecutively, Phyllis P. Doane was unanimously reappointed as County Clerk.*

**County Attorney** – James R. Fortune, Jr.

*Upon motion by Commissioner Massengale, seconded by Commissioner Johnie McDaniel, James R. Fortune, Jr. was unanimously reappointed as County Attorney.*

- V. **PRESENTATIONS/PROCLAMATIONS/RECOGNITION – n/a**
- VI. **PRESENTATION OF FINANCIAL STATEMENTS – n/a**

**VII. CITIZENS COMMENTS – n/a**

**VIII. PUBLIC COMMENT**

Mr. Kenneth Stephens, 474 Blanton Mill Road, Williamson, GA addressed the Board regarding a tract of land in Sunny Side, GA he owns that is zoned AR-1 and divided up for manufactured homes. He said that he had four model homes on this piece of property and the homes were removed because the company that placed them there went out of business. He said that he has sold two (2) tracts of land and was told that he has to have a Special Exception to put another mobile home on this piece of property. He said these four (4) homes were not occupied and two (2) of them never had the power turned on. He asked the Board to consider exonerating him from having to get a Special Exception to place mobile homes on these tracts.

Commissioner Kendall commented to Mr. Stephens that he feels that he needs to follow the right code procedure. He said that the Board does not have the right of make this decision without going through procedure. The Board cannot make a decision on any item that is not on the agenda.

Mr. Stephens said that he was trying to settle this without having any kind of litigation. He said that these homes were never occupied.

**IX. MINUTES**

1. Consider approval of the minutes of the meetings of December 21, 2000. *Upon motion by Commissioner Johnie McDaniel, seconded by Commissioner Martha McDaniel the minutes were unanimously approved by a vote of 5-0.*

**X. CONSENT AGENDA**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow Items 1 and 2 on the Consent Agenda were unanimously approved by a vote of 5-0.*

1. Consider at second reading an ordinance amending the FY 2001 Budget Ordinance to provide for position reallocations in Sheriff's, Jail and Narcotics' Departments.

**AN ORDINANCE AMENDING THE  
FISCAL YEAR 2001 BUDGET ORDINANCE  
FOR  
SPALDING COUNTY, GEORGIA**

**WHEREAS**, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2001 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

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

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners the annual budget ordinance as approved, adopted and enacted on second reading on June 30, 2000, shall be amended as follows:

**Section I. General Fund**

**A. Expenditures**

Sheriff	From	\$	3,634,411	to	\$	3,635,504
Jail	From	\$	4,055,438	to	\$	4,035,983
Narcotics	From	\$	392,326	to	\$	410,688

Approved on first reading this 21<sup>st</sup> day of December 2000.

Approved, adopted and enacted on second reading this 8<sup>th</sup> day of January 2001.

2. Consider at second reading an amendment to the Spalding County Code relative to Chapter 4 of Part III Regulation of Manufactured Homes.

**ORDINANCE 2000-08A  
RESOLUTION AMENDING  
THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA**

**ORDINANCE TO AMEND, PART III, CHAPTER 4, REGULATION OF  
MANUFACTURED HOMES**

**BE IT RESOLVED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF SPALDING COUNTY AND IT IS HEREBY RESOLVED AND ORDAINED:**

**Section 1.** To amend by amending Section 3-4001 – Definitions, paragraph (b) by striking same in its entirety and inserting in lieu thereof a new paragraph (b) to read as follows:

“Compliance Officer” means the person designated by Spalding County to enforce the provisions of this Ordinance.”

**Section 2.** To amend by amending Section 3-4008 – Issuance of Permits and Decals; Display of Decals, by replacing in paragraph (d) {identify standard point of location} the phrase “lower front right hand corner”.

**Section 3.** This ordinance shall be and become effective immediately upon its adoption by the Board of Commissioners of Spalding County, Georgia, as prescribed by Section 2-1005 of the Code of Spalding County.

**Section 4.** All ordinances and parts of ordinances in conflict herewith are repealed.

**XI. OLD BUSINESS**

1. Discuss detail cost estimates for three (3) alternates for Poplar Street Drainage Structure. Mr. Roland Hinnners, HDR/W L Jordan was present to discuss the alternates. The three cost estimates are as follows:

(1) Completely replace drainage structure, repair roadway pavement and reopen to traffic. Total Cost \$300,000

(2) Remove existing drainage structure, barricade roadway and build cul-de-sacs on each side of barricaded roadway. Total Cost \$60,000.

(3) Do not repair nor remove old culvert. Build cul-de-sacs on each side of barricaded roadway. Total Cost \$77,500. The cost being more to bring dirt in to build barricades.

Commissioner Martha McDaniel asked if alternative no. 3 includes berm with landscaping. Mr. Hinnners answered no, it does not. Commissioner Martha McDaniel stated that she felt like the berm with landscaping would be more attractive and safer rather than just the barricade and cul-de-sacs. County Manager Wilson stated he thought these would have to be DOT type three barricades and Mr. Hinnners commented this had not been considered in the price.

Commissioner Kendall asked had we crossed the threshold of whether or not we are going to close this road. When this was discussed previously the Board voted 3-2 to proceed with design and engineering of the project asking the City of Griffin for help in the cost of the \$300,000 based on the drainage area. The request to the City of Griffin was turned down. Commissioner Kendall commented that the road does not belong to the people who signed the petition to have the road closed but belongs to the County and in his opinion the road needs to remain open whether or not the City participates in the cost.

*After a discussion of whether or not to reopen the road, Commissioner Martha McDaniel made motion to table to obtain further information to find out if the City will participate and the cost to berm this road. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

2. Consider appointments to Boards, Authorities and Commissions for Calendar Year 2001.

The following appointments were made:

**A. APPOINTMENTS BY THE BOARD OF COMMISSIONERS:**

**1. Spalding County Planning Commission**

- a. Post 1 to succeed Jimmy Hodo, Four-year term to expire 12-31-04 - **Tabled**
- b. Post 3 to succeed John D. Youmans, Four-year term to expire 12-31-04 – **Reappointed by Commissioner Johnie McDaniel.**
- c. Post 4 to succeed Ray Browning, Four-year term to expire 12-31-04 – **Reappointed by Commissioner Dick Morrow.**
- d. Post 5 to succeed Karen Mathiak, Four-year term to expire 12-31-04 – **Reappointed by Commissioner Massengale.**

**4. Spalding County Board of Zoning Appeals**

- a. Post 2 to succeed B. Frank Harris, Jr., Three-year term to expire 12-31-03 – **Reappointed by Commissioner Martha McDaniel.**
- b. Post 5 to succeed Dennis Richardson, Three-year term to expire 12-31-03 – **Reappointed by Commissioner Massengale.**

**7. Griffin-Spalding County Development Authority**

- a. To succeed Don King, Three-year term to expire 12-31-03

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale Don King was unanimously reappointed to the Griffin-Spalding County Development Authority.*

**8. Spalding County Parks and Recreation Commission**

- a. District #1, to succeed Wilbur Bailey, Three-year term to expire 12-31-03 – **Reappointed by Commissioner Kendall.**
- b. District #2, to succeed Grant Adams, Three-year term to expire 12-31-03 – **Reappointed by Commissioner Martha McDaniel.**
- c. District #3, to succeed Douglas Pound, resigned, Three-year term to expire 12-31-03 – **Commissioner Johnie McDaniel appointed Mrs. Penny Wise.**
- d. District #4, to succeed Buster Hicks, Three-year term to expire 12-31-03 – **Commissioner Dick Morrow appointed David Thaxton.**
- e. District #5, to succeed Bain Proctor, Three-year term to expire 12-31-03 – **Reappointed by Commissioner Massengale.**

**9. Griffin-Spalding County Airport Commission**

- a. To succeed Larry Cobb, Three-year term to expire 12-31-03 –

*Upon motion by Commissioner Massengale, seconded by Commissioner Morrow **Louis Thacker** was appointed by a vote of 4-1 with Commissioner Kendall voting against.*

**11. Keep Griffin/Spalding Beautiful, Inc.**

*Upon motion by Commissioner Johnie McDaniel, seconded by Commissioner Morrow **Kathy Beheler** was appointed to fill the unexpired term of Kim Slaughter by a unanimous vote.*

**13. Community Relations Council**

- a. Post #1, To succeed Fred Edwards, III, One-year term to expire 12-31-01 - **Tabled**
- b. Post #2 ,To succeed Sylvia Hollums, One-year term to expire 12-31-01 - **Tabled**
- c. Post #3, To succeed Ruth Daniel, One-year term to expire 12-31-01 - **Tabled**
- d. Post #4, To succeed Allan McCallum, One-year term to expire 12-31-01 – **Commissioner Dick Morrow appointed Sylvia Hollums.**
- e. Post #5, Vacant, One-year Term to expire 12-31-01 – **Commissioner Massengale appointed Julian Mobley.**

**B. COMMISSIONERS AS MEMBERS OF APPOINTED BOARDS: All One-Year Terms**

All appointments made by Chairman Massengale

**1. Griffin-Spalding County Hospital Authority**

Ex-officio, to succeed Martha McDaniel – **Appointed Commissioner Johnie McDaniel**

2. **Griffin-Spalding County Development Authority**  
Chairman or designee voting member, to succeed Martha McDaniel – **Appointed Commissioner Martha McDaniel**
3. **Spalding County Parks and Recreation Commission**  
Ex-officio, to succeed Johnie McDaniel – **Reappointed Commissioner Johnie McDaniel**
4. **Griffin-Spalding County Airport Commission**  
Ex-officio, to succeed Johnie McDaniel – **Appointed Commissioner Dick Morrow**
5. **Spalding County Board of Health**  
Chairman or designee voting member, to succeed Mike Kendall – **Reappointed Commissioner Kendall**
6. **Spalding County Water & Sewerage Facilities Authority**  
Chairman or designee, to succeed Earle Childres – **Appointed Commissioner Massengale**
7. **Board of Directors, McIntosh Trail Regional Development Commission**  
Chairman, voting member, to succeed Merrill Massengale – **Reappointed Commissioner Massengale**
8. **Downtown Council-Main Street Advisory Board**  
Voting member, to succeed Martha McDaniel – **Reappointed Commissioner Martha McDaniel**
9. **Griffin Area Chamber of Commerce Board of Directors**  
Chairman ex-officio, to succeed Earle Childres – **Appointed Commissioner Dick Morrow**
10. **Two Rivers RC&D Council**  
Voting member and alternate member:  
Martha McDaniel, voting member – **Reappointed Commissioner Martha McDaniel**  
Michael M. Ruffin, alternate member – **Appointed William P. Wilson, Jr.**
11. **West Central Georgia Private Industry Council, Inc. (PIC)**  
Chief local elected official's committee  
To succeed Merrill Massengale – **Reappointed Commissioner Massengale**
12. **Community Services Board**  
To succeed Merrill Massengale – **Reappointed Commissioner Massengale**
13. **Griffin-Spalding Area Transportation Planning Coordinating Committee**  
To succeed Earle Childres – **Appointed Commissioner Dick Morrow**  
To succeed Martha McDaniel – **Reappointed Commissioner Martha McDaniel**

## **XII. NEW BUSINESS**

1. Consider appointments to McIntosh Trail TMDL Task Force (Total Maximum Daily Load). This is to implement a plan for Potato Creek and the constituent Fecal Conform Bacteria by March 31, 2001. It was discussed to appoint the two (2) members of the Sewer Task Force, Commissioner Kendall and Commissioner Johnie McDaniel; however, Commissioner Johnie McDaniel stated if the meetings were scheduled for the morning, he would not be able to attend.

*Motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow, Commissioner Mike Kendall and Michael Sabine were unanimously appointed to the Task Force, which would be a two-year term. The first meeting would be January 17, 2001 at 10:00 a.m.*

2. Consider request from HDR/WL Jordan to award bid to Whitworth Construction Co. in the amount of \$641,243 for Wyomia Tyus Olympic Park Baseball Concession Building and Concrete Flatwork. Amount budgeted \$650,000. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel contract was awarded to low bidder, Whitworth Construction Co. in the amount of \$641,243 by a vote of 4-0-1 with Commissioner Morrow abstaining as stating he was "out of the loop" being a new Commissioner. Reference Contract #01-01-08(A).*

3. Consider recommendation from HDR/WL Jorden to remove Mimosa Road from the active project list. The request is being made due to the lack of the 95% ratio for right of way acquisition. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale removal of Mimosa Road from the active project list was unanimously approved by a vote of 5-0.*

4. Consider Change Order No. 4 for Spalding County Correctional Institution. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale Change Order No. 4 in the amount of \$25,751 for a sewage grinder required by the City of Griffin to come out of building contingency was unanimously approved by a vote of 5-0.*

5. Consider request from Sheriff Dee Stewart for an additional Deputy Sheriff II position in the Narcotics Task Force. Sheriff Dee Stewart and Major Greg Potter were present to address this item. Chairman Massengale read the request letter from Major Greg Potter into the record.

Mr. William Wilson  
Manager, Spalding County

Dear Mr. Wilson:

At this time we are requesting a Deputy II slot in the Narcotics Division. This position will be paid out of the Narcotics funds through the end of this fiscal year. At that time we will request said position be included in our budget.

He commented Major Potter on this letter and stated the Board appreciated it very much.

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow requested position was unanimously approved by a vote of 5-0.*

6. Consider Local Government Project Agreements with Department of Transportation for turn lanes at SR3/US 19 at SR 362 and turn lanes at SR 3/US 19 at SR 16. County Manager Wilson stated that there would be no cost to the County. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow Local Government Project Agreements were unanimously approved by a vote of 5-0.*

7. Consider Mutual Aid Agreement with Lamar County. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnnie McDaniel the following Agreement was unanimously approved by a vote of 5-0.*

## **MUTUAL AID AGREEMENT**

### **I. General**

Whereas, a need for mutual aid agreements between the counties and municipalities of Georgia has been recognized: and

Whereas, authority for such agreements can be found in O.C.G.A. 38-3-29;

Now therefore, let it be resolved that Spalding and Lamar counties including the municipalities of said counties that are signatory to this document, hereby adopt this Mutual Aid Agreement, the purpose of which is to provide to each other the benefits of mutual aid.

This Agreement shall apply to emergencies which occur on an irregular basis and not in the everyday normal course of governmental operations.

Any participating party agrees that under extraordinary circumstances, it may provide assistance beyond the jurisdiction of the named parties to this Agreement.

The department heads of each respective governmental entity or their authorized representative and the chief elected official of the governing authority of each governmental entity or his or her designee are authorized to coordinate the assistance provided for herein.

### **II. SUNSET PROVISION**

This Agreement shall be automatically renewed each year and shall remain in force and effect until either party gives thirty (30) days written notice to the other of its intent to terminate the agreement. There shall be no changes in the provisions of this Agreement unless in writing and signed by both parties.

### **III. BASIC AGREEMENT**

**A.** No party to this agreement shall be bound to dispatch personnel or equipment to any other jurisdiction, but every effort should be made to furnish such assistance provided however, that the assisting party may withhold or withdraw those resources necessary to provide service needed in its respective jurisdiction.

A request for aid may be denied if, to send personnel beyond its boundaries would leave a jurisdiction without sufficient personnel available within its limits for such service at any incident which might subsequently arise therein.

Neither party shall have claim against the other for failure to respond to a request for assistance hereunder, nor shall any third party be entitled to rely upon this contract as the basis for a claim against either party hereto for failure to respond to a request hereunder.

**B.** Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

**C.** The responding organization shall report to the requesting organization individual in charge at the location to which the equipment is dispatched and shall be subject to the orders of that official.

**D.** The responding organization shall be released by the requesting organization when the services of the responding organization are no longer needed or when the responding organization is needed within its jurisdiction.

**E.** When personnel are sent to another community, pursuant to this Agreement, the jurisdiction, authority, rights, privileges and immunities including coverage under Workman's Compensation Laws, applicable in the responding jurisdiction shall be extended to and include the area in which like benefits and authorities are or could be afforded to personnel of the requesting party and shall also extend to the area in route to said emergency.

**F.** Each party to this Agreement shall assume all costs of salaries, wages, bonuses or other compensation for its respective personnel responding under the terms of this Agreement and shall assume all costs involving the use of or damage to vehicles, tools, and equipment in response to a request for aid and shall make no charge to the requesting party for such use.

**G.** The requesting party shall in no way be liable or responsible for personal property of the members of the responding party which may be lost, stolen or damaged while performing their duties.

**H.** The requesting party shall be in command of the emergency as to general strategy, tactics and overall direction of the operation.

**I.** All equipment used by a responding organization in carrying out this Agreement will at the time of action hereunder be owned by the responding organization; and all personnel acting for the responding organization under this Agreement, will at the time of such action be an employee or volunteer member of the responding organization.

### **IV. PROCEDURE**

In the event of an emergency in which outside assistance is needed, the Emergency Management Director of any participating jurisdiction or the governing authority or his or her representative may request assistance from another jurisdiction by contacting the Emergency

Management Director or the governing authority or his or her representative of that jurisdiction.

At such time that outside assistance is requested, the Emergency Management Director of the requesting jurisdiction shall notify Georgia Emergency Management which jurisdictions are being requested to provide assistance and the amount and type of assistance requested. The Emergency Management Director of the responding jurisdiction shall notify Georgia Emergency Management as to the amount and type of assistance that will be provided.

Verbal requests are to be confirmed in writing within ten (10) days of the verbal request.

## V. IMMUNITY

Neither an assisting jurisdiction nor, except in case of willful misconduct, gross negligence or bad faith, the employees, agents or representative of any assisting jurisdiction nor any unpaid, trained personnel or member of any agency engaged in an Emergency Management activity pursuant to this Agreement shall be liable for the death of or **injury** to persons or for damage to property as a result of such activity. No party to this Agreement nor any officer or employee of any party shall be liable to any other party or to any person on account of failure of any party to this Agreement to furnish emergency response equipment or personnel in response to a call for assistance.

## VI. LOGISTICS

The fueling of vehicles and equipment and the feeding of personnel of the responding organization is the responsibility of the jurisdiction requesting assistance under this Agreement.

8. Update on Section 5311 Transportation Program. Community Development Director Michael Sabine addressed this item. He said that he and County Manager Wilson had met with Mr. Thomas Mobley of TransStar/HealthStar to discuss the Public Transportation Program. Mr. Mobley as of to date has not signed the Public Transportation Contract with Spalding County stating that he would not be able to maintain the service for Spalding County at \$8.00 per one-way passenger trip for 2001 as was stated in the contract and we are not authorized to pay this operator. Mr. Mobley indicated that his revised projections of December 29, 2000 showed that revenues of \$250,000 per year would be required to maintain the Spalding County system.

Mr. Sabine said that the \$8.00 is broken down as follows: The customer pays \$2.00 per one way trip fare box and DOT, up to \$40,000, has tentatively offered assistance but the contractual amount would be \$80,000. Under the new methodology there would be an increase of obligation by the Board of Commissioners of a minimum of \$18,200 that is based on a \$2,200 increase in the net cost along with \$16,000 for loss reserve for the vehicles. Mr. Mobley has stated that in the event of any major repairs (drive train) are needed on the vehicles, Spalding County will be responsible for charges incurred, not the contractor. He stated in the proposal that all maintenance of the vehicles will be provided and paid by the contractor.

Mr. Mobley was present also and stated that out of the four (4) Spalding county vans, that only two (2) were operable. He said that when he got the vehicles, two of them had blown engines because the previous operator had not changed the oil. He said these vehicles had less than 35,000 miles on them. He said that warranty was not covered because the vehicles had not been maintained properly.

County Manager Wilson stated that the program the county asked for was a turnkey program where a third party would be in charge and these are major changes to the contract that the Board has already approved.

Mr. Mobley stated from March 17 – December 22, 2000 his company did 13,882 public rider ships for Spalding County. Mr. Mobley stated that he has fifty-three (53) vehicles and operates under the five-county transportation program. He said that the current unified transportation program has lost nearly \$300,000 in these counties.

County Manager Wilson stated that we are talking about only the four (4) Spalding County vehicles that we will be using under the Spalding County Transportation Program. Our program is to operate from 7:00 a.m. to 7:00 p.m., five days per week only within the Spalding County area. This is the difference between the Regional Plan and our plan. All of our vehicles would have to be utilized in order to get credit from DOT and our DOT reimbursement would be based on how many of our vehicles are running, the passengers carried and the actual expenses logged. Mr. Wilson stated that we are going to have to

subsidize this program more than we anticipated. He said that we have already expended approximately \$38,000 with McIntosh Trail and this is an additional approximately \$41,000 plus major expenses through June 30<sup>th</sup> that are not budgeted. The major repairs at present would be \$16,000 minimum.

County Manager Wilson asked the Board how would they like to proceed with this.

*After a lengthy discussion among the Board of Commissioners, motion was made by Commissioner Martha McDaniel for the county attorney to draw up an amendment to the contract effective January 1 through March 31, 2001 with a cap of \$16,000 to repair engines of the two vehicles, the county to pay for the repair of engines and transmissions and pay the operator \$6.00 per public rider ship with the rider paying \$2.00 and use only the County vehicles (vans) and come back after ninety days with Spalding County numbers in order for the Board to look at this program and see how we stand. Commissioner Morrow seconded the motion and motion was approved by a vote of 4-1 with Commissioner Kendall voting against the motion.*

9. Consider at first reading an ordinance to amend the Spalding County Code relative to Alcohol Beverage Ordinance Section 6-1057 Sub-paragraphs 1 and 3. This is to clarify the language in this section of the ordinance. This would allow a business to open up one minute after midnight Sunday night and remain open for two hours. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow ordinance was approved unanimously by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

10. Consider Agreement of Appointment of U.S. Bank as successor to Reliance Trust Company as paying agent. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel the following Agreement was unanimously approved by a vote of 5-0.*

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, dated as of \_\_\_\_\_, by and among the **Spalding County, Georgia** (the "County"), **Reliance Trust Company** (the "Prior Bond Registrar and Paying Agent") and **U.S. Bank Trust National Association** ("Successor Bond Registrar and Paying Agent").

RECITALS:

WHEREAS, the County and the Prior Bond Registrar and Paying Agent or its predecessors entered into one or more instruments more fully described on Exhibit II attached hereto (the "Bond Resolution") pursuant to which the County authorized and issued its bonds or other securities more fully identified on Exhibit II attached hereto (the "Bonds"); and

WHEREAS, the Prior Bond Registrar and Paying Agent has entered into certain financing and security documents in connection with the issuance, sale and delivery of the Bonds (collectively with the Instruments, the "Bond Documents"); and

WHEREAS, the Prior Bond Registrar and Paying Agent has determined to resign from its capacities as Bond Registrar and Paying Agent pursuant to the Instruments or Bond Resolution; and

WHEREAS, the County desires to appoint Successor Bond Registrar and Paying Agent as Bond Registrar and Paying Agent to succeed Prior Bond Registrar and Paying Agent in such capacities under the Bond Documents; and

WHEREAS, Successor Bond Registrar and Paying Agent is willing to accept such appointment as Successor Bond Registrar and Paying Agent under the Bond Documents; and

NOW THEREFORE, the County, Prior Bond Registrar and Paying Agent and Successor Bond Registrar and Paying Agent, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

ARTICLE I

**THE PRIOR ENTITY**

SECTION 1.01 Prior Bond Registrar and Paying Agent hereby resigns as Bond Registrar and Paying Agent under the Bond Documents.

SECTION 1.02 Prior Bond Registrar and Paying Agent hereby assigns, transfers, delivers and confirms to Successor Bond Registrar all right, title and interest of Prior Bond Registrar and Paying Agent in and to the trusts of the Bond Registrar and Paying Agent under the Bond Documents and all the rights, powers and trust of the Bond Registrar and Paying Agent under the Bond Documents. Prior Bond Registrar and Paying Agent shall execute and deliver such further instruments and shall do such other things as Successor Bond Registrar and Paying Agent may reasonably require so as to more fully and certainly vest and confirm in Successor Bond Registrar and Paying Agent all the rights, powers and trusts hereby assigned, transferred, delivered and confirmed to Successor Bond Registrar and Paying Agent as Bond Registrar and Paying Agent. On the Effective Date (as defined below), Prior Bond Registrar and Paying Agent shall deliver or shall cause to be delivered to Successor Bond Registrar and Paying Agent all original documents, files, bondholder records, monies and investments held by Prior Bond Registrar and Paying Agent under the Bond Documents and will make available to Successor Bond Registrar and Paying Agent all books, records and evidence of transactions relating to the monies held, and funds and accounts maintained by or on behalf of the Prior Bond Registrar and Paying Agent.

## **ARTICLE II**

### **THE ISSUER**

SECTION 2.01 The County hereby accepts the resignation of Prior Bond Registrar and Paying Agent as Bond Registrar and Paying Agent under the Instruments.

SECTION 2.02 All conditions relating to the appointment of U.S. Bank Trust National Association as Bond Registrar and Paying Agent under each of the Bond Documents have been met to the satisfaction of the County and the County hereby appoints Successor Bond Registrar and Paying Agent as Bond Registrar and Paying Agent under the Bond Documents effective as of the Effective Date.

## **ARTICLE III**

### **THE SUCCESSOR ENTITY**

SECTION 3.01 Successor Bond Registrar and Paying Agent hereby represents and warrants to Prior Bond Registrar and Paying Agent and to the County that Successor Bond Registrar and Paying Agent is qualified to act as Bond Registrar and Paying Agent and that Successor Bond Registrar and Paying Agent meets the qualifications identified under the Instrument. Successor Bond Registrar and Paying Agent hereby accepts the County's appointment as provided in Section 2.02 above. Successor Bond Registrar and Paying Agent will give all required notices under the Bond Documents.

## **ARTICLE IV**

### **MISCELLANEOUS**

SECTION 4.01 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective the date the last party to this Agreement has executed the same (the "Effective Date"). To the extent if any consents other than the County's are required, such properly executed consents shall be attached hereto as Exhibit I.

SECTION 4.02 Reserved.

SECTION 4.03 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 4.04 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered upon the Effective Date.

**PRIOR BOND REGISTRAR AND PAYING AGENT  
RELIANCE TRUST COMPANY**

By \_\_\_\_\_

Its \_\_\_\_\_

**Spalding County, Georgia Board of Commissioners**

By \_\_\_\_\_

Its \_\_\_\_\_

**SUCCESSOR BOND REGISTRAR AND PAYING AGENT  
U.S. BANK TRUST NATIONAL ASSOCIATION**

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT I**

Agreement of Resignation, Appointment and Acceptance consented to and approved.

**FSA**

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT II**

Bond Resolution duly adopted by the County on March 18, 1997:

**Authorizing the issuance of  
\$14,455,000 Spalding County Georgia General Obligation Sales Tax Bonds, Series 1997**

**XIII. REPORT OF COUNTY MANAGER**

County Manager Wilson made the Board aware that the Health Care Trust Fund needs money and he will be presenting a budget amendment for additional appropriation at the January 22, 2001 meeting.

**XIV. REPORT OF COMMISSIONERS**

Commissioner Kendall made comments regarding the extension of the sales tax. He said that this should be a priority for the commissioners. He said at the joint meeting with the City, Sunny Side and Orchard Hill, this was kind of left in limbo and this matter needs to be put back on the drawing board and try to determine what the time parameters and the vote parameters are going to be if we decide to ask for this extension. He suggested that the Board place this on their next agenda or have a special meeting to discuss the details.

Commissioner Kendall suggested to Chairman Massengale to continue having the pre-agenda meetings that the staff had with the Chairman before the next Commission meeting, as it was very helpful and informative.

Commissioner Johnie McDaniel made comments regarding the 95% rule on paving roads. He asked for it to be looked into to having a sliding scale to apply to the rule.

Commissioner Johnie McDaniel commented that when the Board deliberates on any item out of courtesy that if any Commissioner knows in advance that he is going to abstain from the vote that he would make it known to the other members.

Commissioner Johnie McDaniel made comments regarding the time frame for agenda items and agenda packets. He said that if none of the other Commissioners had any objections he would like to see the agenda packets ready for pick up Thursday afternoon. This would also mean that the deadline for agenda

items would have to be moved up to Tuesday at 12:00 noon. The other Board members had no problem with this request.

Commissioner Martha McDaniel requested that any approved budgeted items be placed on the Consent Agenda rather than New Business.

Commissioner Martha McDaniel made comments on the Closed Meeting Affidavit. In the past the Chairman has signed this affidavit, which states that this is the only thing discussed at the meeting. She requested that all the Commissioners sign the affidavit to take the responsibility completely off of him. The Board agreed to this request.

Commissioner Martha McDaniel gave an update on the Sesquicentennial for Spalding County. She said that it is being discussed of having a one-day event at Wyomia Tyus Park probably in the fall. She said she would have more information later.

Commissioner Morrow stated that he had a problem with reserved parking for the Commissioners and requested that these reserved parking spaces be done away with and be reserved for visitors (taxpayers) only. Commissioner Martha McDaniel also commented that she had a problem with the county vehicles having reserved parking right next to the back door and requested that these spaces also be reserved for visitors and the county vehicles be moved to the western portion of the parking lot. Both Commissioners felt like the taxpayers were number 1. County Manager Wilson commented that if this were the wishes of the Board he would take care of this matter this week.

Commissioner Massengale made comments on the water leaks in Spalding County water line network. He wanted to know if there was any way we could work with Mr. William White to get this lines repaired more quickly.

#### **XV. CLOSED MEETING**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel the Board voted unanimously to go into Closed Meeting.*

1. The County Attorney requests a Closed Meeting to discuss potential litigation.

Those present were Commissioners Michael Kendall, Dick Morrow, Martha McDaniel, Johnie McDaniel, Merrill Massengale, County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane. Also present was Community Development Director Michael Sabine.

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Board voted unanimously to come out of Closed Meeting and go back into Open Session.*

There was no business transacted at this time.

#### **XVI. ADJOURNMENT**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the meeting was unanimously adjourned.*

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County Clerk

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Chairman

Please send comments to [webmaster@spaldingcounty.com](mailto:webmaster@spaldingcounty.com)  
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