



# Spalding County online

## Board of Commissioners

### REGULAR MONTHLY MEETING

The Board of Commissioners of Spalding County, Georgia, held their regular monthly meeting on Monday, July 1, 2002 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, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

### Agenda Topics

- I. **OPENING (CALL TO ORDER) – Chairman Johnie McDaniel**
- II. **INVOCATION - Rev. Randy Valimont – Led by Chairman McDaniel in the absence of Rev. Valimont.**
- III. **PLEDGE TO FLAG – Led by Commissioner Merrill Massengale.**
- IV. **PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the agenda was unanimously amended by a vote of 5-0 to add the addition of a Proclamation declaring Wednesday, July 3, 2002 as a Day of Mourning For Former County Commissioner Gary Reid.*

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

### Proclamation

#### **A PROCLAMATION DECLARING WEDNESDAY, JULY 3, 2002 AS A DAY OF MOURNING FOR FORMER COUNTY COMMISSIONER GARY REID**

**WHEREAS,** Gary Reid was a Spalding County native, born January 12, 1932 in Griffin; and

**WHEREAS,** Mr. Reid served the Spalding County community with distinction as a County Commissioner from 1985-1993, in addition to his considerable community service rendered over many decades; and

**WHEREAS,** Mr. Reid passed away on Saturday, June 29, 2002 at his home.

**NOW THEREFORE BE IT PROCLAIMED** by the Board of Commissioners of Spalding County, Georgia that the Board hereby declares that Wednesday, July 3, 2002 as

#### **“A DAY OF MOURNING IN REMEMBRANCE OF GARY REID”**

in Spalding County, and encourages all citizens of Spalding County to reflect upon the importance of the contributions of Gary Reid during his life and times.

- V. **PRESENTATION OF FINANCIAL STATEMENTS – n/a**
- VI. **CITIZENS COMMENTS – n/a**
- VII. **PUBLIC COMMENT**

There was no one who wished to make any Public Comments.

## VIII. MINUTES

1. Consider approval of the minutes of the Extraordinary Session of June 17, 2002 and Public Hearing of June 27, 2002. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the minutes of the Extraordinary Session was unanimously approved by a vote of 5-0.*

*Upon motion by Commissioner Morrow, seconded by Commissioner Massengale the minutes of the Public Hearing was approved by a vote of 3-0-2 with Commissioners Johnie McDaniel and Martha McDaniel abstaining as they were not present for the meeting.*

## IX. CONSENT AGENDA – n/a

## X. OLD BUSINESS

1. Consider at second reading an ordinance amending the Spalding County Code relative to Mailbox Requirements. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the following Ordinance was approved by a vote of 4-1 with Commissioner Kendall voting against the motion.*

### SPALDING COUNTY, GEORGIA PUBLIC WORKS ORDINANCE NO. 2002-05

**TO AMEND THE PUBLIC WORKS CODE OF SPALDING COUNTY, GEORGIA, SO AS TO PROVIDE FOR EXEMPTION FOR MAILBOX REQUIREMENTS AND AN EFFECTIVE DATE.**

BE IT RESOLVED AND ORDAINED, by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

**Section 1.** That the Code of Spalding County, Georgia, be amended in Part IV, Chapter 5, Mailbox Requirements by adding Section 4-5003, which shall read as follows:

“Section 4-5003. The provisions of this chapter shall not apply to any mailbox that is erected on the right of way of any street as defined in sub-paragraphs 4 and 5 of Paragraph OO of Section 202 of the Subdivision Ordinance of Spalding County, Georgia.”

**Section 2.** That the within ordinance shall be and become effective immediately upon its adoption on two presentations, as provided by Section 2-1005 of the Code of Spalding County, Georgia.

**Section 3.** All ordinances and parts of ordinances in conflict herewith are repealed.

2. Consider at second reading the Budget Ordinance for Fiscal Year 2003 beginning July 1, 2002 and ending June 30, 2003. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Fiscal Year 2003 Budget Ordinance was unanimously approved by a vote of 5-0 as follows:*

### RESOLUTION AND ORDINANCE FISCAL YEAR 2003 BUDGET SPALDING COUNTY, GEORGIA

**WHEREAS**, pursuant to Title 36 Chapter 81, of the Official Code of Georgia Annotated, and section 2-5003 of the Code of Spalding County, Georgia, the Board of Commissioners of Spalding County, Georgia, as the governing authority of said county, shall adopt an annual balanced budget; and,

**WHEREAS**, a balanced budget for Fiscal Year 2003, beginning July 1, 2002, and ending June 30, 2003, has been submitted to the Board of Commissioners by the County Manager and,

**WHEREAS**, the Board of Commissioners has reviewed said proposed budget and revised and amended same as the Board deemed advisable and necessary; and,

**WHEREAS**, the entire budget has been available for public inspection and a public hearing has been properly advertised and held as required by Georgia law;

**NOW, THEREFORE, BE IT RESOLVED AND ORDAINED** by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, that a Budget Ordinance of

Spalding County for Fiscal Year 2003 be adopted upon approval at two (2) public meetings of the Board of Commissioners as follows:

**Section 1: General Fund**

A. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Taxes	\$ 21,456,207
Licenses and Permits	434,350
Intergovernmental Revenues	871,316
Charges for Service	4,372,304
Fines and Forfeitures	2,298,500
Interest	89,615
Other Revenues	938,905
Other Financing Sources	300,000
<b>TOTAL REVENUES</b>	<b>\$30,761,197</b>

B. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning on July 1, 2002 and ending June 30, 2003:

Executive	\$ 236,093
Board of Election	83,801
Voter Registration	80,895
Administration	380,306
Finance	158,122
Information Systems	128,824
Human Resources	136,496
Tax Commissioner	629,911
Tax Assessor	337,205
Construction & Maintenance	272,844
Janitorial Services	107,232
General Appropriations	2,858,031
Superior Court	572,000
Griffin Judicial Circuit	701,303
Clerk of Court	712,383
District Attorney	228,859
State Court	492,456
Solicitor	129,142
Magistrate Court	582,364
Probate Court	199,794
Sheriff	3,937,827
Jail	5,187,652
Narcotics Task Force	593,573
Correctional Institution	4,622,984
Juvenile Probation	337,726
Coroner	43,892
Animal Control	239,581
Emergency Management	9,320
Public Works	2,668,242
Solid Waste	753,408
Garage	204,314
Health	296,712
Welfare	82,233
Parks	533,473
Recreation	1,524,952
Library	167,591
Cooperative Extension Service	80,592
Community Development	399,435
Code Enforcement	49,629
G/S Development Authority	0

**TOTAL EXPENDITURES** \$ **30,761,197**

**Section 2: Emergency Telephone System**

A. It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2002, and ending June 30, 2003:

Fund Balance Appropriated	\$ 205,850
Charges for Services	580,773
Interest	7,250
Other Financing Sources	639,200

**TOTAL REVENUES** **\$1,433,073**

B. The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

E-911	\$ 1,433,073
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**TOTAL EXPENDITURES** **\$ 1,433,073**

**Section 3: CSBG Fund**

A. It is estimated that the following revenues will be available in the CSBG Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Intergovernmental Revenue	\$ 189,245
Interest	300

**TOTAL REVENUES** **\$ 189,545**

B. The following amounts are hereby appropriated in the CSBG Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Emergency Food & Shelter	\$ 94,552
Juvenile Program	62,867
Youth Development/P&R	32,126

**TOTAL EXPENDITURES** **\$ 189,545**

**Section 4: Multiple Grant Fund**

A. It is estimated that the following revenues will be available in the Multiple Grant Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Intergovernmental Revenue	\$ 54,000
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**TOTAL REVENUES** **\$ 54,000**

B. The following amounts are hereby appropriated in the Multiple Grant Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Summer Food Program	54,000
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**TOTAL EXPENDITURES** **\$ 54,000**

**Section 5: Fire District Fund**

A. It is estimated that the following revenues will be available in the Fire District Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$ 250,000
Taxes	3,528,735
Charges for Services	30,000
Interest	6,000

Other Revenues	1,000
<b>TOTAL REVENUES</b>	<b>\$3,815,735</b>

B. The following amounts are hereby appropriated in the Fire District Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fire Department	\$ 3,815,735
<b>TOTAL EXPENDITURES</b>	<b>\$3,815,735</b>

**Section 6: Hotel/Motel Tax Fund**

A. It is estimated that the following revenues will be available in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Taxes	\$ 75,000
Interest	3,900
<b>TOTAL REVENUES</b>	<b>\$ 78,900</b>

B. The following amounts are hereby appropriated in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Tourism	\$ 78,900
<b>TOTAL EXPENDITURES</b>	<b>\$ 78,900</b>

**Section 7: Capital Projects SPLOST Fund**

A. It is estimated that the following revenues will be available in the Capital Projects SPLOST Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$5,045,710
Intergovernmental Revenue	100,000
Interest	25,000
Other Financing Sources	103,950
<b>TOTAL REVENUES</b>	<b>\$5,274,660</b>

B. The following amounts are hereby appropriated in the Capital Projects SPLOST Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Capital Projects	\$5,274,660
<b>TOTAL EXPENDITURES</b>	<b>\$5,274,660</b>

**Section 8: Capital Projects Fund**

A. It is estimated that the following revenues will be available in the Capital Projects Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$ 89,000
Interest	2,000
Other Financing Sources	20,000
<b>TOTAL REVENUES</b>	<b>\$ 111,000</b>

B. The following amounts are hereby appropriated in the Capital Projects Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Capital Improvements	\$ 111,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 111,000</b>

**Section 9: SPLOST Debt Service Fund**

A. It is estimated that the following revenues will be available in the SPLOST Debt Service Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$3,150,350
<b>TOTAL REVENUES</b>	<b>\$3,150,350</b>

B. The following amounts are hereby appropriated in the SPLOST Debt Service Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Principal	\$3,075,000
Interest	75,350
<b>TOTAL EXPENDITURES</b>	<b>\$3,150,350</b>

**Section 10: Water System Fund**

A. It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$ 131,628
Charges for Services	3,750,000
Interest	35,000
<b>TOTAL REVENUES</b>	<b>\$3,916,628</b>

B. The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

General Water System	\$ 3,916,628
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,916,628</b>

**Section 11: Workers Compensation Trust Fund**

A. It is estimated that the following revenues will be available in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Fund Balance Appropriated	\$ 500,000
Interest	20,000
<b>TOTAL REVENUE</b>	<b>\$ 520,000</b>

B. The following amounts are hereby appropriated in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2002 and ending June 30, 2003:

Employee Benefits	\$ 520,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 520,000</b>

**Section 12 Other Stipulations**

A. The County Manager, as budget officer, is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

1. He may transfer amounts between objects of expenditure within a department without limitation and without a report being requested, except that transfers of appropriations within a department which increases the salary appropriation shall require the approval of the Board of Commissioners.

2. He may not transfer any amounts between funds nor from any contingency appropriations within any fund without action of the Board of Commissioners.
- B. The County Manager shall have the authority to deny payment of County funds for any expense for which an appropriation is not made or which exceeds the appropriated amount for a specific item or purpose, unless such expense is approved by the Board of Commissioners. In such event of denial of payment of county funds, the county officer or department head who shall incur, authorize or approve such expense, either directly or indirectly, shall be solely and personally responsible for the payment therefor.
- C. Nothing contained in this ordinance shall prohibit the Board of Commissioners, as the governing authority, from amending the budget as appropriate or necessary during the fiscal year.
- D. A line-item budget shall be bound for retention, and copies of the line-item budget shall be available for public inspection at the office of the Board of Commissioners during regular business hours.
- E. All ordinances, or parts of ordinances, in conflict with this Ordinance are hereby repealed. The Budget Ordinance of Fiscal Year 2002 is hereby repealed, effective at 12:00 a.m. on July 1, 2002.
- F. This Ordinance shall become effective at 12:00 a.m. on July 1, 2002 or immediately upon adoption if after 12:00 a.m. on July 1, 2002 and together with any amendments hereto, shall remain effective until midnight on June 30, 2003 until repealed.

Approved on first reading this 17th day of June 2002.

Approved, adopted and enacted on second reading this 1st day of July 2002.

## **XI. NEW BUSINESS**

1. Consider request from Douglas E. Stowers of New Era Baptist Convention Center for an amplification permit for outside activities at 1229 Green Valley Road for the week of July 21-25, 2002. Rev. Stowers was not present for the meeting. *Motion made by Commissioner Morrow to table no later than the July 15, 2002 meeting. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

2. Consider approval for new Alcoholic Beverage License for 2002 Consumption on Premises, Beer and Wine for the following:

- Kenneth D. Woo, AV-KEN Corporation d/b/a The Tropic, 2043 North Expressway

*Motion made by Commissioner Martha McDaniel to table this request for license to the July 15, 2002 meeting to allow the Sheriff time to conduct an investigation of the premises to make sure it is complying with Georgia Law as this facility includes a game room including video poker uses. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

3. Consider Supplemental Agreement No. 2 in the amount of \$6,136 with Wilbur Smith Associates to furnish erosion control plans for Amelia Road Phase II. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow Supplemental Agreement was unanimously approved by a vote of 5-0.*

4. Consider Resolution authorizing Chairman to execute Second Amendatory Contract between Spalding County and the Spalding County Water & Sewerage Facilities Authority for the refunding of the Series 1992 Bonds. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.*

### **RESOLUTION OF BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA**

WHEREAS, Spalding County (the "County") has been informed by the Spalding County Water and Sewerage Facilities Authority (the "Issuer") that the Issuer has determined that it is in furtherance of the public purposes for which it was created and in the best interest of the citizens of the unincorporated portion of the County to refund the Issuer's Revenue Bonds, Series 1992 (the "Series 1992 Bonds"), such refunding being more fully described in the Resolution of the Issuer hereinafter referred to, and the Issuer has further determined that the most feasible means of financing the cost of refunding the Series 1992

Bonds, including paying cost of issuance of the obligations to refund the Series 1992 Bonds, is through the issuance of its \$9,880,000 Spalding County Water and Sewerage Facilities Authority Revenue Bonds, Series 2002 (the "Series 2002 Bonds"); and

WHEREAS, the Series 2002 Bonds will be issued under and secured pursuant to a resolution of the Issuer adopted on June 26, 2002 (the "Series 2002 Resolution"), supplementing and amending the terms of a resolution of the Issuer adopted on March 24, 1988, as amended and supplemented on May 26, 1992 (the "Original Resolution," and, as supplemented and amended by the Series 2002 Resolution, the "Resolution"), a copy of such Series 2002 Resolution having been presented to the Board of Commissioners at this meeting, and such Series 2002 Resolution sets forth, among other things, the terms of, and the security for, the Series 2002 Bonds, and the terms under which the Issuer may issue additional bonds on a parity with the Series 2002 Bonds, and by this reference thereto, the terms of the Series 2002 Bonds, including the amounts due thereon to pay the debt service thereof and the times when such payments are due are hereby incorporated by reference, and the principal amounts, maturity dates and interest rates on the Series 2002 Bonds are further set forth in the Second Amendatory and Supplemental Contract hereinafter described; and

WHEREAS, in order to enhance the marketability of the Series 2002 Bonds, thereby reducing the cost of providing water to the citizens of the County, the Board of Commissioners has determined that it is in the best interest of the County and in furtherance of its public purpose to execute and deliver the Second Amendatory and Supplemental Contract, dated as of July 1, 2002 (the "Second Amendatory Contract"), between the County and the Issuer supplementing and amending the terms of the Contract, dated as of March 1, 1988, as amended as of May 1, 1992 (the "Original Contract"), between the County and the Issuer (the Original Contract, as so supplemented and amended by the Second Amendatory Contract, hereafter referred to as the "Contract"), under which the County will, among other things, agree to pay the Issuer, from time to time, for deposit into the "Sinking Fund" or, in certain circumstances, the other funds established under the Resolution, certain amounts which, among other things, will ensure the payment of (i) the principal, redemption premium (if any), and interest on the Series 2002 Bonds, and (ii) the cost of operating and maintaining the County Water System (the "System"), to the extent that the revenues of the Issuer from the operation of the System are insufficient for such purposes; and

WHEREAS, under the Contract the County may pay the amounts due from the County out of its general funds or from any other source which may be available, and the County has agreed to levy a tax on all property subject to taxation and located within the Special District (as defined in the Resolution) to the extent necessary to make such payment;

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

Section 1. The execution, delivery and performance of the Second Amendatory Contract by and between the Issuer and the County be and the same are hereby authorized. The Second Amendatory Contract shall be in substantially the form presented at this meeting with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Board of Commissioners and the execution of the Contract by the Chairman or Vice Chairman and the Clerk or Assistant Clerk of the Board of Commissioners as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The Preliminary Official Statement with respect to the Series 2002 Bonds is hereby approved and deemed final, subject to completion of pricing terms. The final Official Statement for the Series 2002 Bonds is authorized and the Chairman or Vice Chairman of the Board of Commissioners is authorized to execute the same.

Section 3. The Continuing Disclosure Certificate with respect to the Series 2002 Bonds is substantially the form attached to the Preliminary Official Statement and as presented to this meeting be and the same is hereby authorized. The Chairman or Vice Chairman of the Board of Commissioners is authorized to finalize and execute such Certificate, and such execution shall be conclusive evidence of authorization of the final executed Certificate.

Section 4. All acts and doings of the officers of the Board of Commissioners which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance of the Series 2002 Bonds and the execution, delivery and performance of the Second Amendatory Contract shall be, and the same hereby are, in all respects approved and confirmed.

Section 5. All resolutions or parts thereof of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 6. This Resolution shall take effect immediately upon its adoption.

The Second Amendatory and Supplemental Contract that the Chairman signed is as follows:

### **SECOND AMENDATORY AND SUPPLEMENTAL CONTRACT**

THIS SECOND AMENDATORY AND SUPPLEMENTAL CONTRACT, made and entered into as of the 1st day of July, 2002 (the "Second Amendatory Contract"), by and between SPALDING COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County"), and SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public body corporate and politic (the "Issuer");

### **WITNESSETH:**

WHEREAS, the Issuer was duly created and is validly existing pursuant to the Spalding County Water and Sewerage Facilities Authority Act, 1982 Georgia Laws, pages 4987 to 5002, as amended (the "Act"); and

WHEREAS, pursuant to a resolution adopted by the Issuer on March 24, 1988, and supplemented May 20, 1992 (the "Original Resolution"), the Issuer has issued its \$13,040,000 in original aggregate principal amount Spalding County Water and Sewerage Facilities Authority Revenue Bonds, Series 1992 (the "Series 1992 Bonds"), to provide funds for the construction of certain additions, extensions and improvements to the water system (the "System") in the unincorporated portion of the County operated by the Issuer and to refund certain outstanding Bonds; and

WHEREAS, pursuant to the Original Resolution, the "Net Revenues" (defined in the Original Resolution) of the System were pledged to the payment of the Series 1992 Bonds and other Additional Parity Bonds (defined in the Original Resolution) issued under the Original Resolution; and

WHEREAS, in order to provide additional security for the payment of the Series 1992 Bonds, the County and the Issuer entered into a Contract, dated as of March 1, 1988, as amended and supplemented as of May 1, 1992 (the "Original Contract"), under which the Issuer agreed, among other things, to issue the Series 1992 Bonds and to operate and maintain, or cause to be operated and maintained, the System and to provide all services in connection therewith, and the County agreed, among other things, (i) to pay to the Issuer for the use of its facilities and services amounts which, together with other amounts available to the Issuer, would be sufficient to provide for the payment of the principal of, redemption premium (if any) and interest on the Series 1992 Bonds, and (ii) to levy an annual tax on all taxable property located within the boundaries of the "Special District" (as defined in the Original Resolution) at such rate or rates as may be necessary to produce in each calendar year revenues sufficient to fulfill the County's obligations under the Original Contract; and

WHEREAS, the Issuer, in order to decrease its debt service obligation on the Series 1992 Bonds, desires to refund in whole the Series 1992 Bonds, maturing 2002 through 2013 (the "Refunded 1992 Bonds"), in the aggregate outstanding principal amount of \$10,125,000; and

WHEREAS, the Issuer has determined that the cost of refunding the Refunded 1992 Bonds, including providing for a debt service reserve for and including payment of the costs of issuance and insurance of the obligations hereinafter described, will require the issuance of Bonds by the Issuer of not less than \$9,880,000; and

WHEREAS, the Issuer proposes to issue and sell \$9,995,000 in aggregate principal amount of its revenue bonds which shall be designated as "Spalding County Water and Sewerage Facilities Authority Revenue Bonds, Series 2002" (the "Series 2002 Bonds");

WHEREAS, the Series 2002 Bonds will be issued under and secured pursuant to the Original Resolution, as supplemented by a Second Supplemental Resolution to be adopted by the Issuer (the "Series 2002 Resolution") (the Original Resolution, as supplemented by the Series 2002 Resolution, being hereinafter referred to as the "Bond Resolution"); and

WHEREAS, the Issuer proposes to purchase a surety bond to fund a portion of the debt service reserve (the "Surety Bond"); and

WHEREAS, Section 507 of the Original Resolution sets forth the conditions under which the Issuer may issue Additional Parity Bonds (as defined in the Original Resolution) secured by a lien on the Net Revenues of the System, which conditions shall be met prior to the issuance of the Series 2002 Bonds; and

WHEREAS, as additional security for the payment of the Series 2002 Bonds, the Issuer and the County propose to enter into this Second Amendatory Contract (the Original Contract, as amended and enlarged by this Second Amendatory Contract, being hereinafter referred to as the "Contract"), under the terms of which, among other things, the County will agree to change its payment obligations under the Original Contract to provide for the payment to the Issuer, from its general fund or from the proceeds of a tax levied on all taxable property in the Special District, amounts sufficient to permit the Issuer to pay the principal of, redemption premium (if any) and interest on the Series 2002 Bonds to the extent that the Net Revenues of the System and other moneys available to the Issuer are insufficient for such purpose; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia and the Act authorize any county to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the County, acting by and through its Board of Commissioners, desires to enter into this Contract with the Issuer for the use of the facilities and services of the Issuer, all in furtherance of the best interests of the residents of the County residing in the Special District;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, the County and the Issuer DO HEREBY AGREE, as follows:

Section 1. Change in Term of Original Contract. This Second Amendatory Contract shall take effect as of the date of issuance and delivery of the Series 2002 Bonds and shall continue in full force and effect until midnight of the final maturity date of the Series 2002 Bonds or, if later, until such time as the Series 2002 Bonds, as to principal, redemption premium (if any) and interest, have been paid or provision has been made therefore in accordance with the Bond Resolution, but in no event shall the term of this Second Amendatory Contract exceed fifty (50) years from the effective date of the Original Contract.

Section 2. Issuer Agreements and Covenants.

(a) The Issuer hereby agrees that it shall issue the Series 2002 Bonds to provide for a debt service reserve, to pay costs of issuance of the Series 2002 Bonds, and to refund the Refunded 1992 Bonds.

(b) The Issuer hereby ratifies and confirms with the County, for the term of this Second Amendatory Contract, each of the covenants and agreements of the Issuer set forth in Section 2 of the Original Contract, except that the references to the Series 1992 Bonds in Section 2(j) of the Original Contract are hereby changed to substitute the Series 2002 Bonds, so that Section 2(j) of the Contract shall read as follows:

“(i) Commencing with the month of August, 2002 and thereafter in the months of February and August in each year until the Series 2002 Bonds have been paid in full or provision duly made therefor in accordance with The Bond Resolution, the Issuer shall determine (A) the amount of moneys then on hand and available in the Sinking Fund derived from moneys paid therein during the immediately preceding six (6) month period extending through the 15th day of such February or August from sources other than moneys derived under subparagraph (b) of paragraph 3 of this Contract and (B) the amount on deposit in the Reserve Fund. On or prior to the 20th day of each such February or August, as the case may be, and on and prior to the 10th day preceding any redemption dates of the Series 2002 Bonds the Issuer shall notify the County of the amount so on hand and available for payment of the Series 2002 Bonds, and the amount on deposit in the Reserve Fund, and the obligation of the County to make the payments under subparagraphs (b) and (f) of paragraph 3 of this Contract on the next succeeding payment date or redemption date shall be decreased to the extent thereof.”

(c) The Issuer agrees that prior to the issuance of the Series 2002 Bonds, the Issuer shall furnish to the Trustee a certified copy of the Series 2002 Resolution.

(d) The Series 2002 Bonds shall be issued in the aggregate principal amount of \$9,995,000 and shall bear interest at the rates of interest and mature or be subject to mandatory redemption on September 1 of the years as follows:

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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2003	\$ 790,000	3.000%
2004	805,000	3.000%
2005	805,000	3.000%
2006	835,000	3.000%
2007	865,000	3.250%
2008	890,000	3.500%
2009	935,000	3.750%
2010	965,000	3.750%
2011	990,000	4.000%
2012	1,000,000	4.000%
2013	1,000,000	4.000%

(e) The proceeds of the Series 2002 Bonds shall be applied to (i) the cost of refunding the Refunded 1992 Bonds, (ii) the costs of providing the debt service reserve, and (iii) costs of issuance of the Series 2002 Bonds, all as shall be determined by the Issuer prior to the issuance of the Series 2002 Bonds.

Section 3. Agreements and Covenants of the County.

(a) The County hereby ratifies and reconfirms, for the term of this Second Amendatory Contract, each of the covenants and agreements set forth in paragraph 3 of the Original Contract.

(b) The County further agrees that the obligation of the County to make payments to the Issuer for the use of its facilities and services as described in paragraph 3(b) of the Original Contract is hereby changed to cover amounts payable by the Issuer with respect to the Series 2002 Bonds, so that the first three sentences of paragraph 3(b) of the Contract shall be deemed to read as follows:

“(b) Subject to the provisions of subparagraph (j) of paragraph 2 of this Contract, the County shall pay to the Issuer for the use of its facilities and services at least three (3) days prior to March 1, 2003 and at least three (3) days prior to March 1 and September 1 thereafter and at least three (3) days prior to any redemption date for the Series 2002 Bonds until the principal of, redemption premium (if any) and interest on the Series 2002 Bonds shall have been paid in full or provision duly made therefor in accordance with the Original Resolution, as supplemented, a sum equal to the amount payable on such date as principal of, redemption premium (if any) and interest on the Series 2002 Bonds. The amounts payable under this subparagraph 3(b) shall be used by the Issuer solely to provide for the payment of the principal of, redemption premium and the interest on the Series 2002 Bonds as the same become due and payable, whether at any Interest Payment Date, at maturity or upon any mandatory sinking fund redemption date or optional redemption date. The payments shall be made as provided in subparagraph (f) of paragraph 2 hereof directly to the Custodian of the Sinking Fund for the account of the Issuer and deposited into the Sinking Fund so as to assure the availability of moneys to the Issuer in order to enable it to pay in full the Series 2002 Bonds as the same become due and payable, whether at any Interest Payment Date, at maturity or upon any mandatory sinking fund redemption date or optional redemption date.”

(c) The County further agrees that subparagraph (e) of paragraph 3 of the Original Contract is specifically changed to cover the Series 2002 Bonds so that the lien created pursuant to such subparagraph 3(e) shall be extended for the period of this Second Amendatory Contract to cover payments due by the County to the Issuer.

(d) The County concurs in the use of the proceeds of the Series 2002 Bonds as described in Section 2(e) of this Second Amendatory Contract.

Section 4. Mutual Agreements.

(a) The County and the Issuer do hereby agree that the lien on Net Revenues under the Bond Resolution as security for the payment of the Series 1992 Bonds is changed to include the payment of amounts due on the Series 2002 Bonds.

(b) For purposes of subparagraph 4(b) of the original Contract, the County and the Issuer do hereby agree that the holders or owners of the Issuer's Series 2002 Bonds shall be third party beneficiaries of this Contract.

(c) Although this Contract is between the parties hereto, it is hereby acknowledged that the owners of the Series 2002 Bonds have an interest in the Contract, and the parties hereto covenant that this Contract cannot and will not be modified or amended in any particular which would in any respect adversely affect the rights of any of such holders or owners without their express written consent.

Section 5. Original Contract and Second Amendatory Contract as One Document. As amended and supplemented by this Second Amendatory Contract, the Original Contract is in all respects ratified and confirmed and the Original Contract and this Second Amendatory Contract shall be read, taken and construed as one and the same instrument.

Section 6. References. All references herein or in the original Contract to any article, section or provision of the Contract shall refer to such article, section or provision as hereby amended and supplemented, and all references herein or in the Original Contract to any article, section or provision of the Original Resolution shall refer to such article, section or provision as amended and supplemented by the Series 2002 Resolution unless, in any case, the language or context otherwise requires.

Section 7. Counterparts. This Second Amendatory Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. Severability. In the event any provisions of this Second Amendatory Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9. Captions. The captions or headings in this Second Amendatory Contract are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Second Amendatory Contract.

Section 10. Applicable Law. This Second Amendatory Contract shall be deemed to be a contract under the laws of the State of Georgia and for all purposes shall be governed by, and construed and enforced in accordance with, such laws.

Section 11. Definitions. Any capitalized term used herein and not defined in this Second Amendatory Contract shall have the meaning ascribed as such term in The Bond Resolution, unless the context or use clearly indicates otherwise.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed and their corporate seals to be hereunto affixed and attested all as of the date and year first above written.

SPALDING COUNTY

By: (L.S.) Johnie A. McDaniel  
Chairman, Board of Commissioners

(SEAL)

Attest:

(L.S.) Phyllis P. Doane  
Clerk

SPALDING COUNTY WATER AND  
SEWERAGE FACILITIES AUTHORITY

By: (L.S.) Julian A. Jones  
Chairman

(SEAL)

Attest:

(L.S.) Phyllis P. Doane  
Secretary

## CLERK'S CERTIFICATE

I, Phyllis P. Doane, Clerk of the Board of Commissioners of Spalding County (the "Board"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of the Second Amendatory and Supplemental Contract, dated as of July 1, 2002, between Spalding County (the "County") and the Spalding County Water and Sewerage Facilities Authority, which Second Amendatory and Supplemental Contract has been duly executed by the County and is in full force and effect on the date of this Certificate.

GIVEN under my hand and seal of the Board this 1st day of July 2002.

\_\_\_\_\_  
Clerk, Board of Commissioners  
of Spalding County

5. District #5 appointment to the Spalding County Parks and Recreation Advisory Commission to fill the unexpired term of Bain Proctor, whose term expires December 31, 2004. *Commissioner Massengale appointed Mrs. Regina Abbott to fill this unexpired term on the Spalding County Parks and Recreation Advisory Commission.*

6. The Renaissance 2020 Committee requests permission to hold a Public Meeting regarding the Action Plan for the Fairmont Community on July 2, 2002 at 6:00 p.m. at Fairmont Community Center. *Due to the recent death of Former County Commissioner Gary Reid, motion was made by Commissioner Morrow to postpone this meeting until July 8, 2002 or a suitable substitute and approve the use of the building. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

7. Consider termination of Jail Services Contract as requested by the City of Griffin. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the request to terminate the present contract with a ninety-day notice was unanimously approved by a vote of 5-0.* The City has requested that the contract be revised on an "as available basis" effective October 1, 2002.

8. Set date for meeting with municipalities to discuss projects for inclusion on November SPLOST referendum. The consensus of the Board was to have the meeting on Monday, July 15, 2002 at 5:00 P.M. Certified Letters would be mailed to the municipalities informing them of the date of this meeting.

9. Consider authorizing Chairman to execute Resolution of Intent to Contract with Georgia DHR for FFY 2003 CSBG program funds. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.*

### Resolution

WHEREAS, the Spalding County Board of Commissioners desires to provide services to assist underprivileged families throughout the County of Spalding; and

WHEREAS, a project application plan has been submitted to the Georgia Department of Human Resources to provide funding for services made available through the Community Services Block Grant (CSBG) program; and

WHEREAS, this plan includes proposed services relative to nutrition, human services, as well as youth and family development programs; and

WHEREAS, it is the intent of this Board to contract for said services if awarded;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Spalding County that the Board intends to contract with the Georgia Department of Human Resources (Community Services Section) to provide CSBG services within Spalding County for the period October 1, 2002 through September 30, 2003. Eligible services shall be made available through provisions of the FFY 2003 CSBG program.

### XII. REPORT OF COUNTY MANAGER

County Manager Wilson reminded the Board of the July 4<sup>th</sup> parade and there would be candy and golf carts available for the ones who would like to participate.

County Manager Wilson gave an update on road paving. He said in the past six (6) months we have paved Maloy Circle, Boynton Road, Hickory Circle, Dickerson Road, Chehaw Road and Wani Road. We are in the process now of paving Hardy Lane and there are two (2) projects remaining that we are working on which is Amelia Road Bridge and Birdie Road Traffic Signal. We have acquired all the rights of way for the Birdie Road Traffic Signal and the County is responsible for all utility relocations. A small portion of Oak Grove Road will be paved by Public Works and right of way is being obtained. Mr. Wilson stated that we have paved approximately 12 to 14 miles of dirt roads during this SPLOST and over 60 to 70 miles of resurfacing paved roads.

County Manager Wilson commented that LOST renegotiations with the City commenced today and three (3) tentative meetings have been set up for July and August and hopefully we can come to a mutually agreed fund distribution to be presented to both Boards after the agreement. Mr. Wilson said that staff was working for a fair and equitable per capita distribution between the City and County resident for property tax relief.

County Manager Wilson commented that the Board needed to amend the Agenda to also discuss personnel matters at the Closed Meeting.

### **XIII. REPORT OF COMMISSIONERS**

Commissioner Kendall asked if County Manager Wilson or Commissioner Morrow was planning on giving a report on the minimum lot size approved at the Spalding County Board of Health meeting the other day. Commissioner Morrow stated he would discuss it.

Commissioner Massengale made comments regarding a request of bottled water for the Georgia State Patrol. The County cannot furnish bottled water for them and he was trying to find twelve (12) sponsors to pay \$55, which is a cost of one month's supply. He said that he had three (3) sponsors and asked if any one wanted to sponsor this request.

Commissioner Martha McDaniel had no comments.

Commissioner Morrow commented that the meeting held at the Public Health Department the other day was very interesting. He said that Mr. Moss was determined to put a minimum lot size on building lots and several of us made the point that our conservation subdivision ordinance was in error in minimum lot size and this minimum state lot size seemed to pass by all of us down the chain when that was written. He said that we asked the County Health Board to give us a little time to correct this; however, it became apparent that this was not a negotiating and solving problem session so it was forced through one-acre minimum lot size. He said that he feels the answer the Board came up with is unsatisfactory and it impacts negatively on development in Spalding County and he feels that the group ought to rethink this and work with the County Commission to come up with a better answer.

County Manager Wilson commented that some meetings are planned to be set up the latter part of this month and we will come back to the Planning Commission and the Board of Health to get their opinion on the adoption of the changes amendment and hopefully would be able to come to a compromise that both groups would be able to live with within the next thirty to sixty days.

Commissioner Johnnie McDaniel commented that he and Mr. Wilson had received some correspondence from ACCG. He said over the last eighteen months there has been a joint task force appointed by ACCG and GMA to study quality growth in Georgia. They have completed their work and published a report entitled "Recommendations for Achieving Quality Growth in Georgia" and we have been asked to review this and possibly pass a Resolution in support of these key findings and recommendations. The report will be given to each Commissioner, and we will consider the adoption of the Resolution at our July 15, 2002 meeting.

Commissioner Morrow commented that legislation was passed which allows counties to deputize citizens to make littering cases. He said that they do not need law enforcement training and the counties are protected from any liability.

County Manager Wilson stated that essentially it would be an expansion of our Code Enforcement activities and he had placed a memo in each of their boxes explaining this. He said that it relieves the county and State of any liability of this person and that person assumes sole liability for their actions.

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the agenda was amended unanimously to include discussion of personnel matters.*

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Board voted unanimously to go into Closed Meeting to discuss pending and potential litigation and personnel matters.

**XIV. CLOSED MEETING**

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

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

**CLOSED MEETING AFFIDAVIT**

*[A copy of the affidavit must be filed with the minutes of the meeting]*

STATE OF GEORGIA  
COUNTY OF SPALDING

**AFFIDAVIT OF CHAIRMAN**

Members of the Spalding County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on July 1, 2002.

2.

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

3.

The executive session was called to order at 7:12 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

**Yes** Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

**No** Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and *(insert the citation to the legal authority making the tax matter confidential)*\_\_\_\_\_;

**No** Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

**Yes** Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

**No** Other *(describe the exemption to the open meetings law)*: \_\_\_\_\_ as provided in *(insert the citation to the legal authority exempting the topic)*\_\_\_\_\_.

This the 1st day of July 2002.

Spalding County Board of Commissioners

Sworn to and subscribed  
Before me this 1st day of  
July 2002.

Phyllis P. Doane  
Notary Public

My commission expires: March 13, 2006

(L.S.) Martha W. McDaniel  
(L.S.) Johnie A. McDaniel  
(L.S.) M. Michael Kendall  
(L.S.) Dick Morrow  
(L.S.) H. Merrill Massengale

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

No business was transacted at this time.

**XV. ADJOURNMENT**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the meeting was unanimously adjourned at 7:55 P.M.*

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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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