

**OFFICIAL MINUTES  
COMMISSION OF THE CITY OF BRUNSWICK, GEORGIA  
REGULAR MEETING  
8:30 A. M., FEBRUARY 6, 1991**

**PRESENT:** His Honor Mayor Homer L. Wilson, Commissioners James A. Stephens, Thomas P. Williams, Otis Herrington and Roosevelt Lawrence.

**INVOCATION:** The invocation was given by Commissioner Otis Herrington.

**APPROVAL OF MINUTES**

Commissioner Stephens moved that the minutes of the meeting of January 16, 1991 be approved. Motion was seconded by Commissioner Herrington and was unanimously carried.

**BOARD APPOINTMENTS**

The following persons were nominated for the Library Board to serve a term of two years to 1993. Selma Bunkley and Hildreth Taylor. Commissioner Stephens moved that Selma Bunkley and Hildreth Taylor be reappointed to the Library Board for a term of two years. Motion was seconded by Commissioner Williams and was unanimously carried.

The following persons were nominated to serve on the Park and Tree Commission: Robert J. Henderson, Lynn Krauss, Creola Belton and Samuel Sullivan. There being no further nominations the nominations were closed. The Commission voted to appoint one person to fill the vacancy on the Park and Tree Commission. Robert Henderson received one vote, Lynn Krauss received one vote, Creola Belton received one vote and Samuel Sullivan received two votes. The Commission voted to appoint Samuel Sullivan to serve on the Park and Tree Commission for a term of 5 years to January 1, 1996.

Commissioner Stephens moved that William G. Prendergast be reappointed to the Pilot Commission for a term 7 years. Motion was seconded by Commissioner Williams and was unanimously carried.

**CLOSING OF 5 FT. ALLEY ABUTTING ELLIS STREET**

Willard White appeared before the Commission to request that the Commission convey the 5 foot by 120 ft. abandoned alley abutting property at 1812 Ellis Street, Lots No. 1810 thru 1813 be closed and conveyed to Advent Christian Church. Mr. White stated that he spoke with Ed Stelle at the County, and Mr. Stelle stated that the County was not interested in obtaining 2 1/2 ft. of the abandoned alley. Commissioner Williams moved that the abandoned 5-foot alley be conveyed to the Advent Christian Church. Motion was seconded by Commissioner Herrington and was unanimously carried.

**RECREATION TASK FORCE**

Fred Tullos was present to request that the Commission accept the recommendations of the Recreation Task Force or reject the recommendations. The Mayor stated that the Commission did not want to take any action at this time.

**GROUP HEALTH INSURANCE**

The Director of Finance submitted new rates for the Group Health Insurance stating that due to increased administration and claims cost the dependent health insurance coverage will increase. He stated dependent coverage would be increase to \$110.00. Commissioner Stephens moved to accept the recommendation of the Director of Finance. Motion was seconded by Commissioner Williams and was unanimously carried.

**COMMUNITY DEVELOPMENT PUBLIC HEARING**

The Director of Community Development submitted information on upcoming Public Hearing. The Director presented the Commission with Agenda for first Public Hearing. Rules for Public Hearing was presented by Mr. Harris and was approved on motion of Commissioner Stephens and seconded by Commissioner Lawrence with the stipulation if the Public ever objected to the rules in any way, the rules would be changed.

**TRANSPORTATION BID**

The Director of Community Development recommended that City accept the low-bid of S & W Enterprises in the amount of \$23,000. with the condition that S & W Enterprises report back to the City within thirty (30) days regarding the lease agreement with the County concerning the use of their buses by S & W Enterprises. Commissioner Stephens moved approval of recommendation of the Director of Community Development. Motion was seconded by Commissioner Herrington and was unanimously carried.

**BIDS**

The City Manager recommended that all bids be rejected on the 45 Abandoned Cars. Commissioner Lawrence moved that the City Manager's recommendation be accepted. Motion was seconded by Commissioner Stephens and was unanimously carried.

The following bids were received on paving 1.05 miles of dirt streets in the City:

<b>Vendor</b>	<b>Bid</b>
Arco, Inc. 13203 Largo Drive Savannah, GA 31519	\$231,529.35
Poppell-Eller, Inc. 104 Dey Drive Brunswick, GA 31520	\$207,048.43
Reynolds Const. Company P. O. Box 749 Ludowici, GA 31316	\$209,839.85
Seaboard Const. Company P. O. Box 1437 Brunswick, GA 31521	\$169,881.14

The City Engineer recommended that the low bid of Seaboard Construction Company be accepted. Commissioner Williams moved to accept the recommendation of the City Engineer. Motion was seconded by Commissioner Lawrence and was unanimously carried.

Tribble and Richardson consulting Engineers on the Overhead Storage Tank and Water Treatment facility submitted tabulations of bids on Storage Tank and Treatment Facility Commissioner Stephens moved that the low bid of 956,000 from Brown Steel Contractors, Inc. be accepted to build overhead storage tank and Water facility and the low bid of Crom Corporation in the amount of \$189,500. for the Ground Storage Tank be accepted. Motion was seconded by Commissioner Williams and was unanimously carried.

Commissioner Stephens moved to accept the low bid of Layne-Atlantic in the amount of 198,687.00 for rehabilitation of the I-95 Deep Well and Perry Park Deep Well. Motion was seconded by Commissioner Williams and was unanimously carried.

#### **CEMETERY DEED**

Petition received from Mrs. Dorothy Tait to return for resale Lot No. 7-A, Section No. 10 in Palmetto Cemetery. Original deed surrendered. Commissioner Williams moved that petition be granted. Motion was seconded by Commissioner Stephens and was unanimously carried.

#### **ORDINANCES**

The City Attorney recommended that the Ordinances for Alcoholic Beverage License, Municipal Court and Animal Control be deferred until the next meeting.

#### **SAVINGS BOND**

The City Manager presented plan for \$50.00 savings bond for employees to win that did not file a worker's comp claim, beginning on March 1, 1991. Commissioner Stephens moved approval of said plan. Motion was seconded by Commissioner Herrington and was unanimously carried.

#### **GMA POOLED LEASE ORDINANCE**

Commissioner Williams moved adoption of the following Ordinance, which motion was seconded by Commissioner Stephens and was unanimously carried:

**AN ORDINANCE OF THE City of Brunswick (THE "LESSEE"), AUTHORIZING, INTER ALIA, THE ANNUAL APPROPRIATION OF ALL AMOUNTS REQUIRED PURSUANT TO LESSEE'S PARTICIPATION IN THE POOLED LEASE PROGRAM SPONSORED BY GEORGIA MUNICIPAL ASSOCIATION**

**DATED: FEBRUARY 6, 1991**

**WHEREAS**, Lessee is participating in the Georgia Municipal Association, Inc. ("GMA") sponsored pooled lease program (the "Program") a for the acquisition of equipment to be used by participating political subdivisions of the State of Georgia (the "Equipment"); and

**WHEREAS**, pursuant to the Program, Lessee entered into (i) a Lease Agreement Dated as of December 1, 1990 by and between GMA and Lessee (the "Lease") pursuant to which GMA leases the Equipment to the Lessee and (ii) an Administration and Servicing Agreement dated as of December 1, 1990 (the "Servicing Agreement"), among The First National Bank of Atlanta, Atlanta, Georgia, as servicer (the "Servicer"), The First National Bank of Atlanta, as Trustee, GMA and each participating in the program (including Lessee), pursuant to which Servicer services the collection and transmittal of payments for the Leases for GMA and transfers the moneys collected pursuant to the Servicing Agreement; and

**WHEREAS**, certificates of participation ("Certificates") have been issued pursuant to a Trust Agreement dated as of December 1, 1990, by and between The First National Bank of Atlanta, as trustee ("Trustee"), and GMA evidencing undivided interests in the Lease payments; and

**WHEREAS**, in connection with the issuance of the Certificates and the creation of the Program, (i) Municipal Bond Investors Assurance Corporation (the "Credit Facility Issuer") issued its financial guaranty insurance policy (the "Policy") and entered into the Reimbursement and Indemnity Agreement by and between the Credit Facility Issuer, the Trustee, the Servicer and GMA (the "Credit Facility Reimbursement Agreement"); (ii) Credit Suisse, New York Branch ("Bank"), has agreed to purchase Certificates tendered pursuant to tender rights under the Trust Agreement in accordance with the terms of a Standby Purchase Agreement dated as of December 1, 1990 by and among the Trust, GMA, the Bank, the Servicer and the Tender Agent (the "Standby Purchase Agreement"); (iii) Chemical Bank serves as tender agent (the "Tender Agent") pursuant to a tender agent agreement dated as of December 1, 1990 by and among the GMA, the Trust, the Servicer, and the Tender Agent (the "Tender Agent Agreement"); (iv) Sovran Investment Corporation and at such time as specified in the Trust Agreement, Chemical Securities, Inc., will serve as remarketing agents (referred to collectively hereafter as the "Remarketing Agent"), pursuant to a remarketing agreement dated as of December 1, 1990 by and among the Remarketing Agent, the GMA, the Tender Agent, the Trustee and the Servicer (the "Remarketing Agreement"); and

**WHEREAS**, pursuant to the Lease Agreement Lessee is required to appropriate annually the Minimum Annual Appropriated Amount set forth on Schedule A hereof; and

**WHEREAS**, in order to give effect to, and comply with, the foregoing agreements and instruments, and in order to authorize payment of its obligations incurred thereunder (collectively, the "Program Obligations"), either (i) the Lessee has available to satisfy Program Obligations uncommitted and unappropriated funds in its current operating budget in an amount not less than the Minimum Annual Appropriated Amount as set forth in Schedule A or (ii) the Lessee must amend its current operating budget in accordance with Title 36, Chapter 36-81-5 of the Official Code of Georgia Annotated (the "Code") to authorize the payment of the Program Obligations; and

**WHEREAS**, if required, in order to amend its current operating budget, the Mayor and Council of Lessee have heretofore taken the following actions, all in accordance with Title 36, Chapter 81 of the Code: (i) through the Lessee's budget officer, prepared a proposed amended budget providing for payment of Lessee's Program Obligations in accordance with the requirements of Code Section 36-81-5(b) (the "Amended Budget", a copy of which is attached hereto as Schedule B) which was previously submitted to the Mayor and Council of the Lessee, (ii) at the time of receipt of the Amended Budget from the Lessee's budget officer,

placed a copy of the Amended Budget in a public place in the Lessee, which place is convenient to the resident's of the Lessee, (iii) published a notice in the official organ of the Lessee advising residents of the Lessee that the Amended Budget is available for inspection; (iv) conducted a public hearing on the Amended Budget at least one week prior to the date hereof; and (v) taken all other action necessary to effect the foregoing;

**NOW THEREFORE, BE IT RESOLVED,** as follows:

Section I. Confirmation and Reaffirmance of Program Obligations. The Lessee does hereby confirm, ratify and reaffirm all the Program Obligations, including, expressly, the Lease and the Servicing Agreement.

Section II. Appropriation Amendment of Budget. In order to give effect to, comply with, and assuming the liabilities associated with, the foregoing approvals, and authorize the expenditure of the amounts required to be expended pursuant to the Lease Agreement and the Servicing Agreement the Lessee does hereby adopt, ratify and approve the Amended Budget attached hereto as Schedule B or commit those portions of the current budget set forth on Schedule B to the payment of the Program Obligations and does hereby appropriate and commit moneys in an amount not less than the Minimum Annual Appropriated Amount to payment of Program Obligations for the current calendar year.

Section III. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease, the Trust Agreement, the Servicing Agreement, the Standby Purchase Agreement, The Tender Agent Agreement, the Remarketing Agreement, or the Credit Facility Reimbursement Agreement shall be deemed to be a stipulation, obligation or agreement of any councilman, chairman, officer, agent or employee of the Lessee in his or her individual capacity, and no such councilmember, chairman, officer, agent or employee of the Lessee shall be personally liable on the Certificates or be subject to personal liability or accountability by reason of the issuance thereof.

Section VI. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Mayor and the Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable to document compliance with the Code.

Section VII. Actions Approved and Confirmed. All acts and doings of the officers of the Lessee which are in conformity with the purpose and intents of this Ordinance shall be, and the same hereby are, in all respects approved and confirmed.

Section VIII. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Certificates authorized hereunder.

Section X. Repealing Clause. All Ordinances or parts thereof the City of Brunswick in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section XI. Effective Date. This Ordinance shall take effect immediately upon its adoption.

**MEETING ADJOURNED.**

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Mayor

Attest \_\_\_\_\_ City Clerk