

City of Hampton  
Public Hearing/Workshop/Council Meeting  
September 13, 2016 @ 6:00 p.m.  
Hampton City Hall

**Public Hearing:**

The Mayor and Council will receive both written and/or oral comments on the Annual Operating and Capital Budget for the City of Hampton FY '17.

**Workshop Meeting:**

Interim City Manager/City Clerk, Pat Watson will discuss items with Mayor, Council and Residents.

**Adjourn:**

**Regular Meeting:**

**Invocation**

**Pledge to Flag**

**Presentation**

Proclamation presented to the Daughters of the American Revolution proclaiming Constitution Week 2016 as September 17 through 23, 2016

**Approval of Minutes:**

Workshop/Council Meeting minutes August 9, 2016  
Public Hearing/Called Council Meeting minutes August 30, 2016  
Budget Review/Called Council Meeting minutes September 9, 2016

**Invited Guest:**

**Public comment:**

Diane Chrispen to discuss conditional use at a business located at 25 Tom Eason Drive

Sammie Russell to discuss utility deposit and disconnect at 257 Sandstone Drive

**Old Business:**

Second reading of Ordinance No. 424, an Ordinance to amend Chapter 42 of the City of Hampton Code of Ordinances Entitled Environment; to amend article II entitled "The City of Hampton Soil Erosion, Sedimentation and pollution control Ordinance", to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

City of Hampton  
Public Hearing/Workshop/Council Meeting  
September 13, 2016 @ 6:00 p.m.  
Hampton City Hall

Second reading of Ordinance No. 425, an Ordinance to amend Chapter 82 of Code of Ordinances of the City of Hampton, Georgia, which provides for traffic and vehicles; to amend Section 82-2 "Speed Limits" to provide for codification; to provide for severability; to repeal conflicting ordinances.

Consider authoring the City of Hampton to execute an agreement with Stifel Merchant Capital Division to pursue the refinancing of the City of Hampton's GEFA loan: authorizing the Mayor to sign all documents necessary to effectuate the transaction including Investment letter and closing documents.

**New Business:**

Mark Whitley, DDA to discuss DDA Loan and respectfully requesting the city to freeze the account temporarily.

First reading of Ordinance No. 426, an Ordinance to adopt an appropriations ordinance for the operating budget of the City of Hampton, Georgia, to be in effect for the 2017 Fiscal Year.

Council to consider business license for 124/120 East Main Street, North pending Planning and Zoning recommendation.

Resolution 16-20, A resolution to authorize the execution of a pole attachment license agreement for distribution poles with Zayo Group, LLC; to provide for an effective date; and for other purposes.

Request consideration for the City of Hampton to sponsor the Hampton Reunion to be held at the Hampton Depot on October 15, 2016.

**Executive Session**

**Adjourn meeting**



## *Proclamation* *Constitution Week 2016*

*Whereas*, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

*Whereas*, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

*Whereas*, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, I Steve Hutchison, Mayor of the City of Hampton do hereby proclaim September 17 through 23, 2016 to be

### CONSTITUTION WEEK

In Hampton, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Hampton on this thirteenth day of September in the year of our Lord two thousand sixteen.

Present: Mayor Pro-Tem Mitcham, Councilpersons Byrd, Meeks, Mitcham, Moore and Tarpley.  
Also present: Interim City Manager/City Clerk Pat Watson, City Attorney, Scott Mayfield,  
Detective Brady. Mayor Hutchison nor Councilperson Hearn were present.

Mayor Pro-Tem Mitcham opened the 2016-2020 Short Term Work Program and Capital Improvement Public Hearing at 6:00 p.m. Mr. Lowe, 171 Lake Hampton Drive, asked if the Senior Park design was going to cost \$600,000.00 and if that could come from SPLOST. He was informed that the wording was incorrect, the entire project was \$600,000.00 and the wording would be corrected. Mr. Lowe then asked if repairs to the old Fortson Library could come from SPLOST. He was told that it would be investigated further.

No other questions or comments were brought forward. The Public Hearing closed and the Workshop was called to order at 6:02 p.m. Mayor Pro-Tem Mitcham asked Acting City Manager, Pat Watson to go forward with her report. Mrs. Watson began by informing the council and residents:

1. Mosquito Spraying was underway and going well.
2. The Tiny Tot playground was now open at the McBrayer Park
3. The digital message board was schedule to be installed by the end of the week.
4. City Hall had installed a new feature to their existing telephone allowing for an auto attendant. A request was made by The National Society, Daughters of the American Revolution for a Proclamation at the September 2016 Council Meeting.
5. Zayo Group, LLC was in need of the City of Hampton to sign a contract to begin running fiber optics and connecting to our utility poles.
6. Lastly, Mrs. Watson introduced Andrew Tritt of Stifel Merchant Capital. Mr. Tritt explained that his company was interested in refinancing the Cities GEFA loan from a 3% to 2% interest rate; saving approximately \$25,000.00 per year.

Councilperson Moore made a motion; seconded by Councilperson Meeks, to adjourn the workshop meeting. The motion passed unanimously (4-0).

Mayor Pro-Tem Mitcham adjourned the workshop meeting at 6:21 p.m.

Mayor Pro-Tem Mitcham called the regular meeting to order at 6:30 pm; invocation was given by Councilperson Moore.

Mayor Pro-Tem Mitcham received consensus from the Council to approve the minutes of the Workshop/Council meeting July 12, 2016 and the Special Called Council Meeting July 15, 2016 and the special called meeting July 25, 2016 as published.

Special Invited Guest, Mr. Brian Keefer, Principal of the Hampton Elementary Charter School introduced Mr. J. Fowler from Rocky Creek Elementary who in turn introduced Mr. Shawn Thompson, Mt. Carmel Elementary School, Mr. Jason Shadden, Hampton Middle School and Mr. Martin Gore from Hampton High School. Each Principal spoke about the achievements of their school and the Cluster Groups motto "We are Hampton".

During the Public Comment portion of the meeting, Denise Sharp, Main Street Director, gave her report. She invited everyone to the last Summer Concert Series on August 19, at 7:30 p.m. Rolling Bones will be performing. Mrs. Sharp also invited everyone to join the ribbon cutting ceremony for Lisa Marie on Thursday, August 11, 2016 at 7:00 p.m. Tierra Mia Mexican Cuisine will be having a ribbon cutting ceremony soon, there has been no date set as of yet. Rutabaga's will be opening soon on Cherry Street, it is a deli and Georgia Product Store. On August 16, the DDA and Main Street will be participating in a first ever joint advisory board meeting. Mrs. Sharp told the council that she had ordered new banners for the downtown area.

Katie Queen, 30 Woolsey Road, suggested that the Council Meetings be move to the Train Depot due to the large crowd that was attending. Ms. Queen also invited everyone to attended "Prayer for the Police" starting at 6:00 p.m. on August 25, in the Hampton City Police Department Parking lot.

Pastor Williams asked that the council place her on the agenda for the September 2016 meeting. Pastor Williams applied for a Thrift Store business licenses and was denied by the County.

Dorothy McMichael, 116A Jay Lane, request speed breakers to slow traffic on her road.

Veronica Adkins, 7 Barham Street, stated that Elm Street in her area is a mess, everything is overgrown and has many abandoned homes and would like to know what the city is going to do about it. Community Development Director JD Matthews indicated that she had been working on the area for an extended period of time.

Ms. Oliver, 20 College Street, stated she had a concern that she feels has not been addressed in the fact that Ms. Watson is now the City Manager and the citizens have not been informed about why that has taken place. Also, wondering if projects that were enacted by City Manager Tommy Engram going to continue? Mayor Pro-Tem Mitcham explained that this would be up to our new City Manager when he/she is hired. Ms. Oliver asked for the reason that Mr. Engram resigned. Mayor Pro-Tem and Attorney Scott Mayfield informed those in attendance that this is a personnel matter and will not be talked about in an open forum and that no formal ethical charges have been filed.

Mr. Alford Williams, 188 Kyndal Drive, stated Ms. Oliver made some good points. The question is, this event happened three weeks ago and we have not heard anything. Mr. Williams stated that he is on the Ethics Committee and would like to do his job. Councilperson Moore indicated that the truth always comes out and the Council is here to serve the residents.

Ms. Linda Dodgen, 15 Shelby Street, Ms. Dodgen stated that you don't need to believe everything you read in a newspaper. This Council and Mayor are the most ethical people we may have ever had here.

Mr. Andy Arrington, 222 Sandstone Drive, stated that he has a retention pond behind his house that has grown up and the builder was supposed to put a fence around it, however they have gone out of business. Mr. Arrington would like to know if anyone in the City could help get a fence put up around the retention pond.

Ms. Wanda Meeks, 112 East Main Street, addressed her concerns about a new recycling ADM property stating that they start to work at 5:30 a.m. with roll offs making loud noise, dirt, dust and working all weekend.

Mr. Bill Dodgen, 15 Shelby Street, stated that he has been attending Council Meetings for 20 years and has not seen anything unethical among this group of Councilmembers. Mr. Dodgen also asked for the Council to stall on construction of the Senior Park.

Councilperson Tarpley wanted to address the residents with regard to the newspaper article about Tommy Ingram. In her opinion, she wants the City to make sure that there are no grounds for such allegations. She would like for the City Attorney and the Mayor to get together and say that nothing has been validated, nothing has been found, nothing that was said about the council is true because it does reflect on all the council members.

Councilperson Moore asked for support during this transition period. The position for City Manager has been posted and when it closes, we will start the interview process. He would like prayer that we find the right City Manager, one that can do the job and be a people person.

Councilperson Meeks made a motion; seconded by Councilperson Tarpley, to approve the seconded reading of Ordinance No. 422, an Ordinance to annex approximately 17.64 +/- acres of property owned by Southern States, LLC, into the City of Hampton, Georgia ("City") pursuant to the Chapter 36 of Title 36 of the appropriate entries upon or additions to the official map of the City and all other record; to repeal conflicting ordinances; to provide an effective date of annexation. The motion passed unanimously (4-0).

Councilperson Tarpley made a motion; seconded by Councilperson Byrd, to approve the request to allow the United States Flag belonging to and in memory of Charley Frank Carter to be flown over Hampton City Hall. The motion passed unanimously (4-0).

Councilperson Byrd made a motion; seconded by Councilperson Meeks, to authorize the Mayor to sign an agreement allowing Stifel Merchant Capital Division to pursue the refinancing of the City of Hampton's GEFA Loan. The motion passed unanimously (4-0).

Councilperson Moore made a motion; seconded by Councilperson Byrd, to approve the Mayor to sign a letter to Dr. Crass, Division Director, Georgia Department of Natural Resources, forfeiting the grant awarded to the City of Hampton for the Historic Resources Survey. The motion failed (3-2) with Councilpersons Meeks and Tarpley voting no. Mayor Pro-Tem voted no breaking the tie.

Councilperson Moore made a motion; seconded by Councilperson Byrd, to approve the request by Sangitaben V. Patel; application for license to sell packaged malt beverage and wine at Maha Meladi, LLC located at 78 Oak Street, Hampton, Georgia. The motion passed unanimously (4-0).

Councilperson Byrd made a motion; seconded by Councilperson Tarpley, to pass the first reading of Ordinance No. 424, an Ordinance to amend Chapter 42 of the City of Hampton Code of Ordinances Entitled Environment; to amend article II entitled "The City of Hampton Soil Erosion, Sedimentation and pollution control Ordinance", to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. The motion passed unanimously (4-0).

Councilperson Meeks made a motion; seconded by Councilperson Tarpley to approve the first reading of Ordinance No. 425, an Ordinance to amend Chapter 82 of Code of Ordinances of the City of Hampton, Georgia, which provides for traffic and vehicles; to amend Section 82-2 "Speed Limits" to provide for codification; to provide for severability; to repeal conflicting ordinances. The motion passed unanimously (4-0).

Councilperson Byrd made a motion; seconded by Councilperson Meeks to approve Resolution No. 16-18, a resolution authorizing the Mayor of the City of Hampton to sign the annual update to its Short Term Work Program and Capital Improvement Element with the correction stipulated in the Public Hearing. Whereas the City of Hampton hereby authorizes the Henry County Planning and Zoning Department to transmit the annual update of the five-year period 2016-2020, and this resolution to the Atlanta Regional Commission and Georgia Department of Community Affairs as required by the Georgia Planning Act, with revisions. The motion passed unanimously (4-0).

Councilperson Meeks and a motion; seconded by Councilperson Tarpley to approve Resolution No. 16-19, a resolution authorizing the Mayor of the City of Hampton to execute a contract with Cardinal Waste Solutions, LLC. After discussion Councilperson Meeks withdrew his motion and postponed the resolution pending meeting by the Sanitation Committee.

Public Buildings & Property Committee – Chairman Marty Meeks and Co-Chairman Chris Moore gave their recommendations from the Committee meeting held August 1, 2016. One topic, was the old Fortson Library; the restrooms are not ADA compliant. Mark Whitley from Whitley Engineering had two options for the committee. One was to make the present restrooms ADA complaint, the other to expand the restrooms. Since we do not know the future use of the building, the recommendation was to make the present restrooms complaint, costing between \$15,000.00 to \$20,000.00. Councilperson Moore made a motion; seconded by Councilperson Byrd to proceed with obtaining bids to make the restrooms ADA acceptable. The motion passed unanimously (4-0).

Second, the committee discussed the recommendation for the Train Depot. There were several estimates given for work to be done in the office area; removing the unsightly glass and to restore the attic vents on the outside. Also, the middle door that faces Main Street is closed at this time and cost estimates have been received to open it up to match the existing doors on the track side of the depot. In addition, there were two options presented for the ceilings, one was to install period appropriate tiles up and the second to remove the ceiling grid and install wooden beams and a bead board ceiling. Councilperson Tarpley made a motion; seconded by Councilperson Byrd to proceed with obtaining information on the wooden beams and bead board ceiling. The motion passed unanimously (4-0).

Community Service & Recreation Committee – Chairman Mary Ann Mitcham and Co-Chairman Ann Tarpley gave their recommendations from the Committee meeting held August 2, 2016. Co-Chairman Tarpley began by explaining that the recommendation for the McBrayer Park was divided into five (5) phases. **PHASE I**, would begin with expanding the three existing parking lots, allow for 107 total parking places, which is 46 more than we have at the present. **PHASE II**, would include all proposed sidewalks and concrete areas as well as adding a water main. **PHASE III**, would relocate the existing basketball court, construct the concession stand with restrooms and converting the present restrooms into changing areas. **PHASE IV**, construct pavilions and **PHASE V**, install new skate board park and landscaping. **PHASES I, II, & III**, are expected to be completed by Mid-March 2017. Councilperson Moore made a motion; seconded by Councilperson Meeks to accept the recommendations of the Recreations Committee and move forward with obtaining bids for **PHASE I**. The motion passed unanimously (4-0).

Councilperson Tarpley made a motion; seconded by Councilperson Moore, to adjourn the regular meeting. The motion passed unanimously (4-0).

Meeting adjourned at 8:34 p.m.

---

Mayor Pro-Tem Mary Ann Mitcham

---

City Clerk, Pat Watson

**Present:** Mayor Hutchison, Councilmembers, Byrd, Meeks, Mitcham, Moore and Tarpley. Councilmember Hearn was not present. Also present Interim City Manager / City Clerk Pat Watson and Chief Austin.

Mayor Hutchison called the Public Hearing to order at 6:00 p.m.

Arley Lowe, 171 Lake Hampton Drive, posted the following concerns:

- An additional employee would cost the City \$43,371.00 in the Main Street program. Every other Main Street Director has managed just fine with volunteers.
- Why is there \$6,150.00 for training in Main Street? How much training does one employee need?
- \$36,200.00 For events? Looked at list of events put out by this office and most are NOT Main Street. We were promised that there would be no City money in the concerts, but the City is listed as a \$2,500.00 sponsor. Which is the truth?
- Even with some savings on individual line items there is still a request \$58,447 over last year.
- Streets and Highways \$112,553.00 over last year.
- Electric Department: According to budgeted figures, \$3,232,860.00 for sale of electricity and \$2,808,064.00 expenditure, there is a "profit" of \$429,296.000 and this does not take into account the \$16,000.00 from street lights, but still an automatic increase of 1 ½ % every three months?
- Sanitation Department: According to budgeted figure, \$392,310.00 for income and \$347,000.00 cost of department, there will be a profit of \$45,310.00. But we are facing a rate increase in garbage pick-up, the amount as yet undetermined, although I hear that it has been suggested that it be 3 times the rate increase to the City.
- Wastewater Treatment: Total income \$1,359,000.00 including debit relief. Total Cost \$1,223,587.00 including GEFA payment. \$135,413.00 extra?
- Under Capital Improvement, Streets and Sidewalks want \$25,000.00 Downtown Beautification, and Main Street is requesting \$2,500.00 for Downtown Beautification. When I asked about it, I was told that they were for different projects, the \$25,000.00 was for plantings and such and Main Street was for banners and such. But, in the Main Street budget \$3,000.00 for decorations. Doesn't make sense to me.
- We have 2 parks in the city, and one of those almost doesn't count. Not including any capital improvements, it is estimated to cost \$107,951.00 to operate the parks. That seems pretty heavy for what is really only one park.
- This budget has several new employees proposed in various departments. Phones for City Council is going up, phones for the Mayor is going up. I hope that all of you realize that because they are City issued your phone usage and contents, and your iPads, are subject to open records request.

- **There are just a few highlights. As this is my money, and yours as citizens, and not the City's money I am just asking that you look very carefully at this proposed budget and the benefits the expenditures will bring to the people of Hampton.**

**Bill Dodgen, 15 Shelby Street, asked for the amount that we have in reserve. He questioned Main Street and the salary for a second employee. He feels Main Street should just be DDA and does not see where Main Street is doing things as far as events. Events are important, but look at the events that we have had; Pollen Festival, Bear Creek Festival and the Christmas Parade and the City does that with mostly volunteer work. The City is doing a good job overall. He questioned if Public Works has enough staff to do what needs to be done.**

**Cindy Hearn, 76 East Main Street, North, would like to know who has the list of eighteen events? Some are Business and Merchants events. It is not Main Street doing all the events. Councilmember Mitcham indicated that Main Street is not about events, they are not a party planner. The Main Street Program is to put their focus on economic impact creating potential for significant change on Main Street. They encourage programs that focus on tangible outcomes to help community impact. Their job is business improvement, building renovations, downtown events, tourism, volunteerism and Historic District Preservation. Their main job is Economic Development. They are not event planners.**

**Mrs. Hearn shared her concerns with the electric rates going up.**

**Public Hearing closed at 8:20 p.m.**

**Mayor Hutchison called the Called Council meeting to order at 8:30 p.m. with the first reading of Ordinance No. 426, an Ordinance to adopt an appropriations ordinance for the operating budget of the City of Hampton, Georgia, to be in effect for the 2017 Fiscal Year. Councilperson Byrd made a motion; seconded by Councilperson Moore to postpone the first reading until the September 13, 2016, Regular Council Meeting. The motion failed (3-2) with Councilpersons, Meeks, Mitcham and Tarpley voting against.**

**Councilperson Meeks made a motion: seconded by Councilperson Tarpley to approve the first reading of Ordinance No. 426, an Ordinance to adopt an appropriations ordinance for the operating budget of the City of Hampton, Georgia, to be in effect for the 2017 Fiscal Year. The motion failed (1-4) with Councilperson Byrd, Mitcham, Moore, and Tarpley voting against.**

**The Council determined to have a budget meeting on Monday, September 12, 2016 @ 9:00 a.m. and the First Reading of Ordinance No. 426, an Ordinance to adopt an appropriations ordinance for the operating budget of the City of Hampton, Georgia, to be in effect for the 2017 Fiscal Year, and to allow for a third Public Hearing**

City of Hampton  
Public Hearing / Called Council Meeting  
Tuesday, August 30, 2016 @ 6:00 p.m.  
Hampton City Hall

2072

**Councilperson Mitcham made a motion; seconded by Councilperson Meeks, to adjourn into executive session to discuss personnel, possible litigation and real estate. The motion passed unanimously (5-0).**

**Meeting adjourned at 7:51 p.m. into executive session.**

**At 9:12 p.m., Mayor Hutchison called the meeting back to order.**

**Councilperson Mitcham made a motion; seconded by Councilperson Meeks, to adjourn the Called Council Meeting. The motion passed unanimously (5-0).**

**Meeting adjourned at 9:13 p.m.**

---

**Steve Hutchison, Mayor**

---

**Pat Watson, City Clerk**



# CITY OF HAMPTON

17 East Main St. South \*P.O. Box 400\* Hampton, GA 30228\*770-946-4306

## Commercial Business License Application

ID → 41035

Business/Company Name: Hampton Thrift Store  
 Business Location: 25 Tom Eason Drive Suite/Apt \_\_\_\_\_  
 City: Hampton State: Georgia Zip: 30228  
 Business Phone #: ( ) \_\_\_\_\_  
 Mailing Address: 25 Tom Eason, Drive Suite/Apt \_\_\_\_\_  
 City: Hampton State: GA Zip: 30228  
 Business Owner: Diane Christen Title: \_\_\_\_\_  
 Home Address: 48 David, Drive A Suite/Apt: \_\_\_\_\_  
 City: Hampton State: GA Zip: 30228  
 Email Address: Diane399@attmail.com  
 Web address: \_\_\_\_\_

P+Z  
10:12 am  
7/15/16

Promoted on the City of Hampton's website? YES  NO

Home Phone #: 229-789-9066

Cell Phone #: 678-815-8386

Description of Business  
Upscale Thrift & Antique

If seating is applicable, how many seats? \_\_\_\_\_

Please provide a site plan with the square footage of location for planning and zoning review

State Licensure from Secretary of State, if applicable #: \_\_\_\_\_

Certificates or other credentials applicant has received pertaining to business:

3,000 sq. ft.

### OCCUPATION TAX AMOUNTS

Fees are based on the number of Employees

An employee is defined as any individual that exerts efforts within the State of Georgia for the purpose of soliciting business or serving customers and/or clients. The City may request supporting information such as Wage or Tax Reports to determine the accuracy of information. All License expire December 31<sup>st</sup> of the current year issued.

*Please check one*

0-3 Employees -\$40.00

3-8 Employees -\$60.00

Over 8 Employees -\$90.00

Tax Amount: \$ \_\_\_\_\_

Administrative Fee: \$ 10.00

Amount Due: \$ \_\_\_\_\_

### License Procedures

- 1) - once you have returned your application back to the City Of Hampton Business License Clerk will forward your application and site plan with square footage to the Henry County Planning and Zoning Department for the review of your application. Once approved, you will receive a phone call from the business license clerk to proceed. If denied, you may request to go before the council for a final review.
- 2) - After approval from planning and zoning your application will be sent to JD Matthews with the City of Hampton and Henry County Fire Department. It is the applicant's responsibility to make arrangements for inspections.
- 3) - This is one of our Committees appointed to ensure our Historical District is kept within the guidellnes that have been set forth by the City. This is a free service; however, *required* if Business Is located on East Main St. Historical District.
- 4) - Department of Agriculture and Health Department inspections must be completed before and turned in for the business license can be issued
- 5) Once all permits, C/O's, and the application has been signed off the Business License Clerk will give the applicant a call to pick up the license.

I, Deane Chrysler, confirm that the facts stated on this application are true. I understand that any fraudulent statement is grounds for termination of this application and revocation of the certificate. I understand that my business is operated in agreement according to Federal, State, and Local laws/ordinances and regulations.

Date: 8-18-2016

Signature: Deane Chrysler

----- OFFICE USE ONLY -----

City Manager or City Clerk \_\_\_\_\_ Date: \_\_\_\_\_

Certificate of Occupancy: _____	Date: _____
Fire Department Inspection: _____	Date: _____
Health Department: _____	Date: _____
Department of Agriculture: _____	Date: _____
Planning and Zoning: _____	Date: _____



Date Received: 7/19/10

### Business License Zoning & Parking Review Form (HC)

Planning & Zoning Director, Daunte' Gibbs  
For Office Staff Only

Name of Business: Hampton Thrift Store

Business Address: 25 Tom Eason Drive, Hampton, GA 30228

Description of Business: Upscale Thrift & antique store

Parcel ID Number: H00-03003000

Land Lot/District: 249 / 6th

Zoning: C2

Zoning Conditions?: If so, attach copies. \_\_\_\_\_

COH Required Parking: 1 space per 2000 sq. ft.

Square footage of Space/  
# of Employees: 3000 sq. ft / employees?

Total Parking Needed: 15 spaces

Current Number of Parking Spaces: ? None

Number of spaces occupied by other  
tenants: ?

Site Visit Required: \_\_\_\_\_

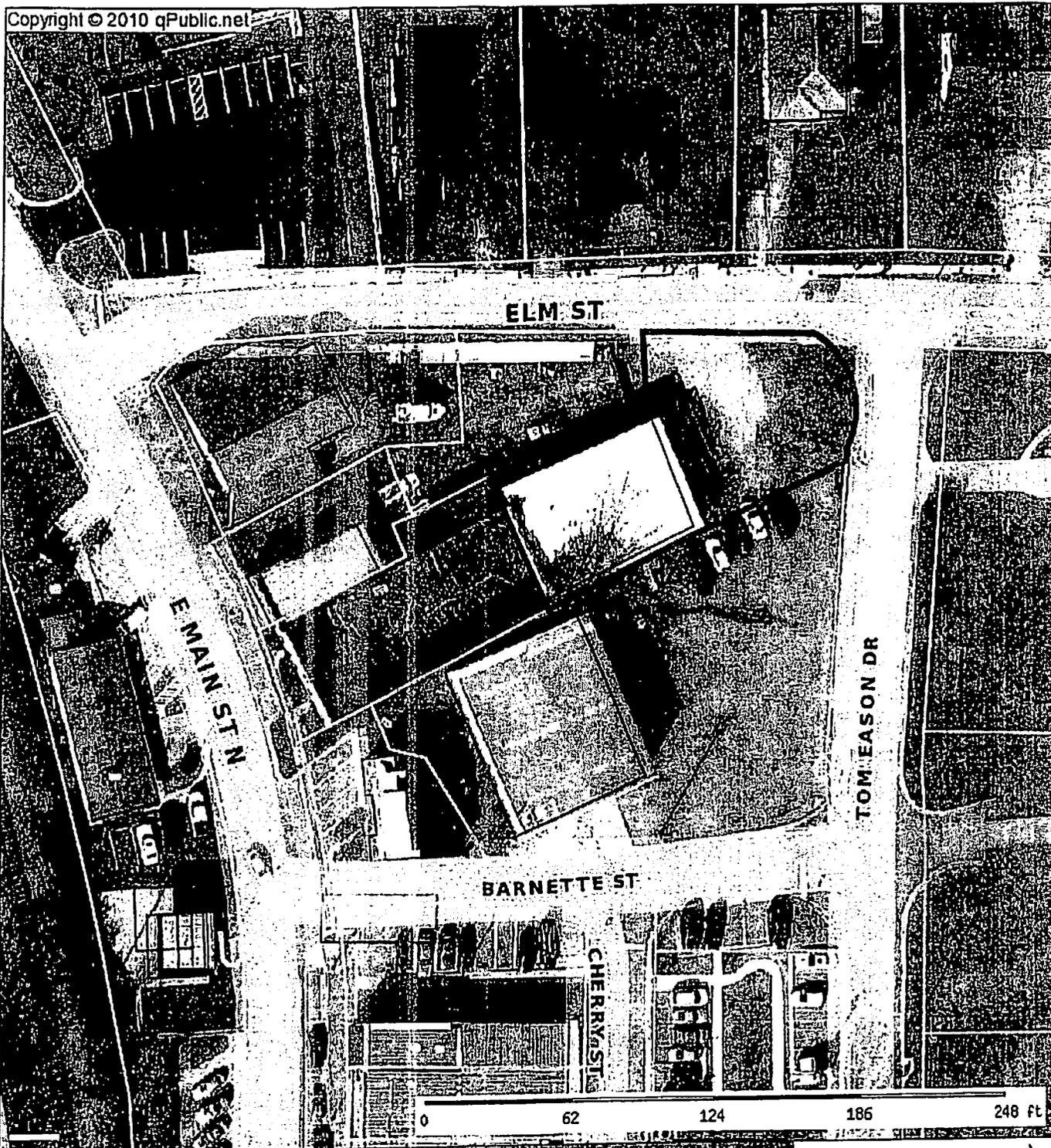
Date of Site Visit: \_\_\_\_\_

Comments: No paved / striped parking on site  
Must be "dust-free"

ID: 41035

Planner Signature: *Julie* R/Z specialist

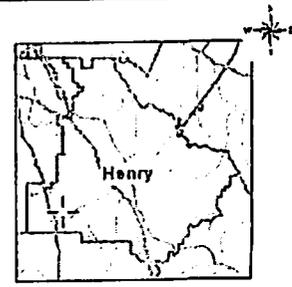
Date Approved/Denied: 8/1/10



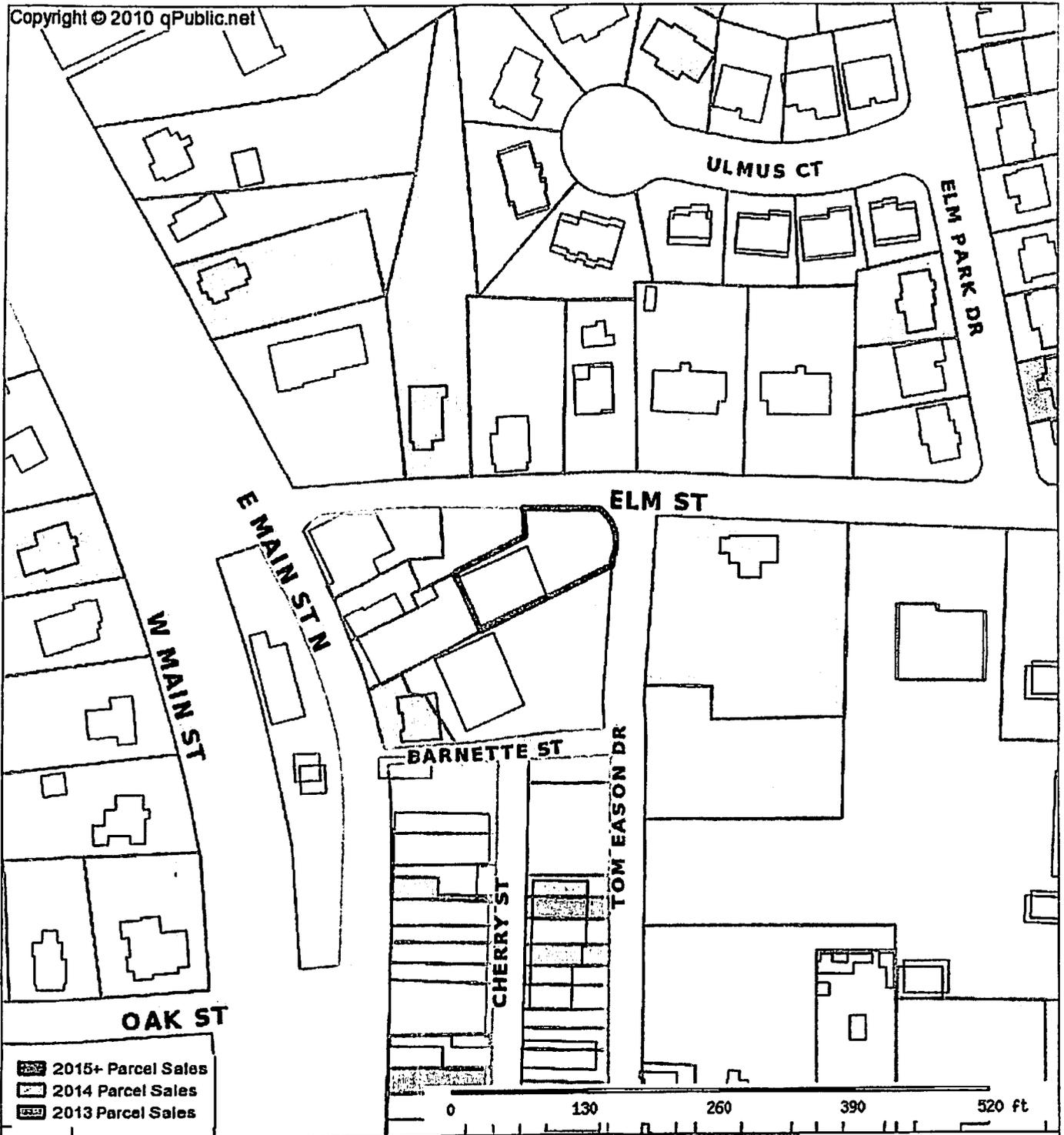
Henry County Assessor

Parcel: H06-03003000 Acres: 0.22

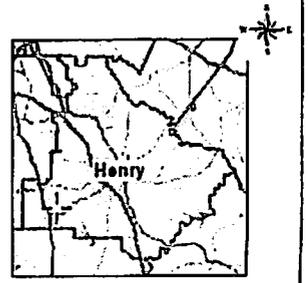
Name	MOSELEY SPENCER K	Land Value	\$47,900.00
Site	25 TOM EASON DR	Building Value	\$58,400.00
Sale	\$145,000 on 08-2007 Reason=WD Qual=Q	Misc Value	\$200.00
Mail	1928 KINGS RD MEANSVILLE, GA 30256	Total Value	\$106,500.00



Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County courthouse or can be determined by employing the services of a licensed surveyor.  
Date printed: 08/01/16 : 09:46:53



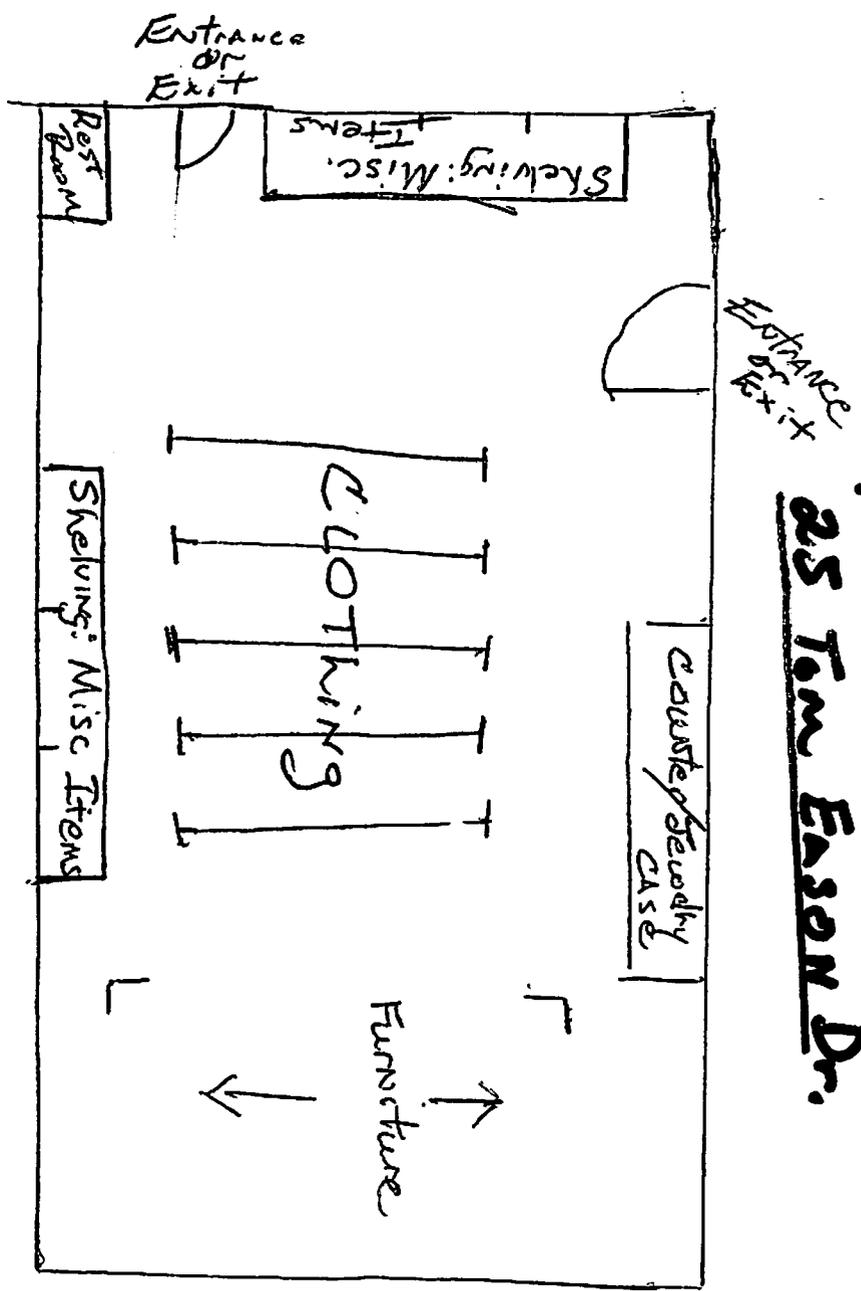
Henry County Assessor			
Parcel: H06-03003000 Acres: 0.22			
Name:	MOSELEY SPENCER K	Land Value:	\$47,900.00
Site:	25 TOM EASON DR	Building Value:	\$58,400.00
Sale:	\$145,000 on 08-2007 Reason=WD Qual=Q	Misc Value:	\$200.00
Mail:	1928 KINGS RD MEANSVILLE, GA 30256	Total Value:	\$106,500.00



Parcel lines depicted on the maps do not reflect a true and exact representation of property boundaries and should not be relied upon for said purpose. Property boundary lines are depicted on recorded plats available at the Henry County courthouse or can be determined by employing the services of a licensed surveyor.  
Date printed: 08/01/16 : 09:05:01

# Hampton Thrift Store

as Tom Esson Dr.



Submitted by:  
Alaine Christian  
7-20-16

**Sec. 67-161.5. - Parking standards.**

- (a) Parking required for retail uses shall be one off-street parking space for each 200 square feet of gross floor area.
- (b) Parking required for office uses shall be one off-street parking space for each 300 square feet of gross floor area.
- (c) Parking required for residential uses shall be two off-street parking spaces for each housing unit.
- (d) Where retail and/or office uses share the same building as residential uses, the combined parking requirements may be reduced by up to 30 percent, provided a shared parking management plan showing the peak hours usage justifies the reduction, and said plan is submitted to and approved by the administrator.
- (e) Instead of providing the required on-site parking, a development may lease up to the entire required parking in perpetuity from the city, provided the city has adequate parking capacity under its authority in a convenient location. Under this provision a property owner may build to all property setback lines so long as the proposed development site plan is approved by the city, and a certificate of appropriateness is granted by the historic preservation commission. Such parking shall be located no further than 300 feet from the property line of the subject development. Under this provision, the required parking spaces to be leased would be recalculated whenever the use within the building should change. Under this provision, shared parking credit shall not exceed 20 percent of the total parking required.
- (f) On-street parking spaces are public parking spaces and shall not be used as credit toward the parking requirements for any development.
- (g) Parking space dimensional requirements shall be as set out in article XI of this Code.
- (h) Where parking lots are adjacent there shall be interconnecting access driveways to permit vehicular movement between each parking lot.

(Ord. No. 170-F, 9-13-05)

Sec. 82-7. - Downtown parking restrictions.

- (a) *Findings.* The use of public streets and rights-of-way for the purpose of parking motor vehicles is a privilege and not a right, and the privilege of parking must be accepted with such reasonable restrictions as the city may impose as a condition for the enjoyment of that privilege by all drivers.
- (b) *Parking restrictions imposed.* It shall be unlawful for any person to park any vehicle on the following streets or portions of streets for longer than two hours from 8:30 a.m. to 5:30 p.m. Monday through Friday:
- (1) All parallel parking spaces along both sides of East Main Street.
- (c) The mayor shall have the authority to suspend parking restrictions during special events in the downtown area.
- (d) *Enforcement.* Enforcement of downtown parking restrictions shall be the responsibility of the city police department and enforced through the issuance of a parking ticket.
- (1) Any person receiving a parking ticket shall have five business days, excluding the day the ticket was issued, in which to pay the face amount thereof by cash, cashier's check, or money order, payable to the City of Hampton, c/o Hampton Police Department, 4 McDonough Street, Hampton, Georgia, 30228, by mail in the envelope provided, or in person at Hampton Police Department, during regular business hours.
  - (2) There shall be added to the face amount of any parking ticket not paid and satisfied within five business days following its date of issuance an administrative charge of ten percent of the face amount thereof which shall be paid in addition to the face amount due and owing.
  - (3) The amount of the fine for the first offense in any one day for occupying a designated parking space in excess of the posted time limit shall be \$10.00. For the second offense for occupying the same parking space in any one day, the fine shall be \$20.00. For the third and subsequent offenses in any one day, the fine shall be \$30.00.
  - (4) Any person contesting a parking ticket issued pursuant to this section may request, in writing, to appear before the municipal court by applying to the municipal court clerk within five days of issuance of a ticket. The municipal court clerk shall schedule the contest for a hearing before the municipal court at the next regularly scheduled court date. Payment of the parking fine imposed by this section shall be suspended until such court appearance.
- (e) *Failure to pay parking tickets.*
- (1) The registered owner of any motor vehicle who fails to pay all outstanding parking fines imposed pursuant to this section within the time allowed shall be deemed guilty of committing an offense against the city, and, upon accusation, shall appear before the municipal court to show cause why they should not be punished in the manner provided in section 1-11 of this Code. Said fine shall be in addition to the parking fines and administrative fees imposed under this section.
  - (2) Accusations shall be issued based upon sworn certification by the chief of police or his designee that the parking fine is unpaid and outstanding and that the person accused is the current owner of the vehicle as shown upon records of the Georgia Department of Motor Vehicles. Accusations shall be served upon persons residing within Henry County, Georgia, by the city police department or any authorized law enforcement personnel, or by certified mail, return receipt requested. Persons residing outside of Henry County shall be served by certified mail, return receipt requested.
- (f) *Other offenses.* It shall be a further offense against the city for any person to intentionally erase any mark placed on the vehicle's tire by authorized parking enforcement personnel while the vehicle is occupying a designated restricted parking space. Upon conviction, such person shall be punished by a fine not to exceed

MANDATORY AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFITS

By executing this affidavit under oath, as an applicant for a City of Hampton, Georgia, public benefit (defined below), as supplemented by resolution of the City Council, and as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application to the City of Hampton:

Deane Chrupien  
Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity.

48 David Drive Hampton, Ga 30228 229-789-9066  
Address of applicant named above Telephone Number

Deane Chrupien Business License  
Name of Individual, business, corporation, partnership Category of Public Benefit  
or other private entity for whom application is being made.

I understand that "public benefit" includes but is not limited to: Adult education; Authorization to conduct a commercial enterprise or business; Authorization to conduct activities regulated by local government such as flea markets, peddlers, sidewalk vendors, massage therapy, bingo games, adult entertainment, pawn shops, day cares, etc.; Business certificate, license, or registration; Business loan; Cash allowance; Contract for materials or services; Disability assistance or insurance; Down payment assistance; Energy assistance; Food stamps; Gaming license; Health benefits; Housing allowance, grant, guarantee, or loan; Home occupation certificate, license or registration; Loan guarantee; Medicaid; Occupational license; Professional license; Registration of regulated business; Rent assistance or subsidy; Retirement benefits; State grant or loan; State identification card; Tax certification required to conduct a commercial business; Temporary assistance for needy families (TANF); Unemployment insurance; Vehicles for Hire certificate or license; and Welfare to work.

I am a United States Citizen

OR

I am a legal permanent resident 18 years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representations under oath, I understand that any person who knowing and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

18 DAY OF 7 2016.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: 11/19/17

Signature of Applicant

Deane Chrupien  
Deane Chrupien

Date

7-18-2016

Printed Name

Alien Registration Number for Non-Citizens

\*Note: O.C.G.A. § 50-31-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply an alternative identifying number in the space above.

**Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6 (d)**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation *employs ten (10) or fewer employees* and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 7, 18, 2016 in Hampton, Georgia

Diane Chrispen

Printed Name of Exempt Private Employer

Hampton Thrift Store

Name of Business

Diane Chrispen

Diane Chrispen

Signature of Exempt Private Employed or Authorized Officer or Agent

Karol Baker

Printed Name and Title of Person Executing Affidavit

SUSCRIBED AND SWORN BEFORE ME ON THIS 18 DAY OF 7, 2016

Karol Baker

NOTARY PUBLIC

My Commission Expires: 11/19/17

\*This affidavit is for submissions made on or after to July 1, 2013.

ORDINANCE NO. 424

AN ORDINANCE TO AMEND CHAPTER 42 OF THE CITY OF HAMPTON CODE OF ORDINANCES ENTITLED ENVIRONMENT; TO AMEND ARTICLE II ENTITLED "THE CITY OF HAMPTON SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL ORDINANCE"; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS:

**SECTION 1. Code Section Amended.** Chapter 42 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by deleting Article II entitled "The City of Hampton Soil Erosion, Sedimentation and Pollution Control Ordinance" and sections thereunder in their entirety and substituting in lieu thereof a new Article II to read as follows:

**Section 42-31 – Title.**

This ordinance will be known as "The City of Hampton Soil Erosion, Sedimentation and Pollution Control Ordinance."

**Section 42-32 – Definitions.**

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

1. **Best Management Practices (BMPs):**

These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
6. **CPESC:** Certified Professional in Erosion and Sediment Control with current certification by Certified Profession in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.
7. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
8. **Department:** The Georgia Department of Natural Resources (DNR).
9. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry,

- geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by Certified Professional in Erosion and Sediment Control Inc.
10. **Director:** The Director of the Environmental Protection Division or an authorized representative.
  11. **District:** The Henry County Soil and Water Conservation District.
  12. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
  13. **Drainage Structure:** A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
  14. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
  15. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum, protections at least as stringent as the State General Permit, best management practices, and requirements in Section 42-34(C) of this ordinance.
  16. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
  17. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.
  18. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
  19. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
  20. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
  21. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section 42-33(5).
  22. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and

distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

23. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8.
24. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. § 12-5-440 *et seq.* which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
25. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.
26. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
27. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.
28. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
29. **Operator:** The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
30. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
31. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
32. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
33. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
34. **Project:** The entire proposed development project regardless of the

- size of the area of land to be disturbed.
35. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.
  36. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
  37. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
  38. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
  39. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Henry County Soil and Water Conservation District.
  40. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
  41. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, *et seq.*, and subsection (f) of O.C.G.A. § 12-5-30.
  42. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
  43. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the

publication *Manual for Erosion and Sediment Control in Georgia*.

44. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, in the rules and regulations for Water Quality Control. Chapter 391-3-6 at www.gaepd.org. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

45. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
- b. Temporary seeding, producing short-term vegetative cover; or
- c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

46. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows

either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

47. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

#### Section 42-33 – Exemptions.

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "The Georgia Surface Mining Act of 1968".
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. § 12-7-6 and this paragraph. For single-family

residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. § 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;

5. Agricultural operations as defined in O.C.G.A. § 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl,

or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;

6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section 42-34(C). of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;
8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded

channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;

9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Road and Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. § 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the Local Issuing Authority, the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

10. Any land-disturbing activities conducted by any electric

membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the Local Issuing Authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

#### **Section 42-34 - Minimum Requirements For Erosion, Sedimentation And Pollution Control Using Best Management Practices.**

##### **A. GENERAL PROVISIONS**

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements

of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section 42-34 (B) & (C) of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

**B. MINIMUM REQUIREMENTS/ BMPs**

1. Best management practices as set forth in Section 42-34 (B) & (C) of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the *Manual for Erosion and Sediment Control in Georgia* specified in O.C.G.A. § 12-7-6 subsection (b).
2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.
3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a Local Issuing Authority or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia

Water Quality Control Act", for each day on which such failure occurs.

4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
  5. The LIA may set more stringent buffer requirements than stated in Section 42-34(C)(15) and (16), in light of O.C.G.A. § 12-7-6 (c).
- C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. § 12-7-1 *et seq.* for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:
1. Stripping of vegetation, re-grading and other development activities shall be conducted in a manner so as to minimize erosion;
  2. Cut-fill operations must be kept to a minimum;
  3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
  4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
  5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
  6. Disturbed soil shall be stabilized as quickly as practicable;
  7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
  8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
  9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 *et seq.*;
  10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
  11. Cuts and fills may not endanger adjoining property;
  12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
  13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
  14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in

Section 42-34(B)(2) of this ordinance;

15. Except as provided in paragraph (16) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed; provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow. Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

a. No land-disturbing activities shall be conducted within a

buffer, and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality

and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

D. Nothing contained in O.C.G.A. § 12-7-1 *et seq.* shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section 42-34(B) & (C) of this ordinance.

E. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the

standards provided for in this ordinance or the terms of the permit.

**Section 42-35 - Application/Permit Process.**

**A. GENERAL**

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, stormwater management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permits, which regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the owner and/or operator are the only parties who may obtain a permit.

**B. APPLICATION REQUIREMENTS**

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the City of Hampton without first obtaining a permit from City of Hampton Community Development Department and Building Department, or other appropriate City official, to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.
2. The application for a permit shall be submitted to the City of Hampton Community Development Department and Building Department, or other appropriate City official, and must include the applicant's erosion, sedimentation

and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 42-35(C) of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land disturbing activity proposed will be carried out in such a manner that the provisions of Section 42-34(B) & (C) of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by ten (10) copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.

3. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. § 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8, half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. § 12-7-17 shall be submitted in full to the Division,

regardless of the existence of a Local Issuing Authority in the jurisdiction.

4. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 42-34(C)(15) & (16) has been obtained, all fees have been paid, and bonding, if required as per Section 42-35(B)(6), have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.
5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of

filing the application under consideration, the Local Issuing Authority may deny the permit application.

6. The Local Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit violations.

#### C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section 42-34(B) & (C) of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics,

topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. § 12-7-20.

2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

**D. PERMITS**

1. Permits shall be issued or denied as soon as practicable, but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion, sedimentation and pollution

control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 42-34(C)(15) & (16) are obtained, bonding requirements, if necessary, as per Section 42-35(B)(6) are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.

3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had

two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. § 12-7-7 (f) (1).

**Section 42-36 - Inspection and Enforcement.**

A. The City of Hampton Community Development Department and Building Department, or other appropriate City official, will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The

notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

- B. The Local Issuing Authority must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.
- C. The City of Hampton Community Development Department and Building Department, or other appropriate City official, shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- D. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials; nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. § 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution

control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.

- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8(a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. § 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. § 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

#### **Section 42-37 - Penalties and Incentives.**

- A. **FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY**  
If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said

permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

#### **B. STOP-WORK ORDERS**

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning.
2. For a third and each subsequent violation, the Director or the Local Issuing Authority shall issue an immediate stop-work order.
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the Director or his or her Designee, have been or are being

discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

**C. BOND FORFEITURE**

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 42-35(B)(6). The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

**D. MONETARY PENALTIES**

Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City Charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

**Section 42-38 - Education and Certification.**

A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the

stakeholder advisory board created pursuant to O.C.G.A. § 12-7-20.

- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. § 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. § 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

**Section 42-39 - Administrative Appeal; Judicial Review.**

**A. ADMINISTRATIVE REMEDIES**

The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the City Council within thirty (30) days after receipt by the Local Issuing Authority of written notice of appeal.

**B. JUDICIAL REVIEW**

Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal de novo to the Superior Court of Henry County, Georgia.

**Section 42-40 - Effective Date, Validity and Liability.**

**A. EFFECTIVE DATE**

This ordinance shall become effective ten (10) days after its adoption by the Mayor and City Council of the City of Hampton.

**B. VALIDITY**

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

**C. LIABILITY**

- 1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor

impose any liability upon the Local Issuing Authority or District for damage to any person or property.

2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

**SECTION 2.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 3.**

A) It is hereby declared to be the intention of the Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Council to be fully valid, enforceable and constitutional.

B) It is hereby declared to be the intention of the Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance

is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

C) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 4.** Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** Effective Date. This ordinance shall become effective ten (10) days after its adoption by the Mayor and City Council of the City of Hampton.

So ordained this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The City of Hampton, Georgia

\_\_\_\_\_  
By: Steve Hutchison, Mayor

**Attest:**

\_\_\_\_\_  
**Pat Watson, City Clerk**

**First Reading** \_\_\_\_\_

**Second Reading/Adoption**  
\_\_\_\_\_

**ORDINANCE NO. 425**

**AN ORDINANCE TO AMEND CHAPTER 82 OF CODE OF ORDINANCES OF THE CITY OF HAMPTON, GEORGIA, WHICH PROVIDES FOR TRAFFIC AND VEHICLES; TO AMEND SECTION 82-2 "SPEED LIMITS"; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**IT IS HEREBY ORDAINED  
BY THE COUNCIL OF THE CITY OF HAMPTON**

**SECTION 1. Code Section Amended.** Chapter 82 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by amending Section 82-2 entitled "Speed Limits" to amend subsection (a) entitled "On-system" by deleting the references to certain streets and speed limits in their entirety and substituting in lieu thereof the following:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Distance</b>	<b>Speed</b>
State Route 3	140 feet south of Bridges Drive (South City Limits of Hampton)	155 feet south of Oak Street (North City Limits of Hampton)	1.59 miles	55 mph
State Route 20	500 feet east of South Hampton Road (East City Limits of Hampton)	730 feet east of East Main Street	0.93 miles	60 mph
State Route 20	730 feet east of Main Street	0.39 miles west of State Route 3	1.29 miles	55 mph

**SECTION 2. Code Section Amended.** Chapter 82 of the Code of Ordinances of the City of Hampton, Georgia, is hereby amended by amending Section 82-2 entitled "Speed Limits" to amend subsection (b) entitled "Off-system" by deleting the references to certain streets and speed limits in their entirety and substituting in lieu thereof the following:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Distance</b>	<b>Speed</b>
Bruton Smith Parkway	West City Limits of Hampton	State Route 20	0.25 miles	55 mph
Caldwell Drive	West Main Street	West Main Street	0.75 miles	30 mph
Central Avenue	West Main Street	Woodlawn Avenue	0.60 miles	25 mph

Central Avenue <b>SCHOOL ZONE</b> 7:00 am to 8:30 am 1:30 pm to 3:00 pm School Days Only	100 feet west of West Main Street	100 feet north of Oak Street	0.30	25 mph
College Street	Oak Street	Central Avenue	0.25 miles	25 mph
College Street <b>SCHOOL ZONE</b> 7:00 am to 8:30 am 1:30 pm to 3:00 pm School Days Only	50 feet north of Oak Street	50 feet south of Central Avenue	0.23	25 mph
East King Road	Rosenwald Drive	West King Road	0.45 miles	30 mph
East Main Street	South City Limits of Hampton	100 feet north of State Route 20	0.40 miles	40 mph
East Main Street	100 feet north of State Route 20	100 feet south of Woodlawn Avenue	0.25 miles	35 mph
East Main Street	100 feet south of Woodlawn Avenue	100 feet north of Elm Street	0.35 miles	25 mph
East Main Street	100 feet north of Elm Street	100 feet south of Sandstone Drive	0.55 miles	35 mph

East Main Street	100 feet south of Sandstone Drive	North City Limits of Hampton	0.30 miles	45 mph
Elm Street	East Main Street	East City Limits of Hampton	1.00 miles	30 mph
Georgia Avenue	West Main Street	Central Avenue	0.25 miles	30 mph
Lower Woolsey Road	State Route 3	West City Limits of Hampton	0.25 miles	55 mph
Locust Grove Road	McDonough Street	East City Limits of Hampton	0.45 miles	45 mph
Oak Street	West Main Street	100 feet west of Central Avenue	0.25 miles	30 mph
Oak Street	100 feet west of Central Avenue	100 feet west of Windsor Parkway	0.75 miles	35 mph
Oak Street	100 feet west of Windsor Parkway	State Route 3	0.50 miles	40 mph
Old Griffin Road	Woolsey Road	State Route 20	0.70 miles	35 mph
Old Griffin Road	State Route 20	Bridges Drive	0.45 miles	45 mph
McDonough Street	East Main Street	100 feet of Eva Drive	0.50 miles	30 mph

McDonough Street	100 feet east of Eva Drive	100 feet east of Shelby Street	0.30 miles	35 mph
McDonough Street	100 feet east of Shelby Street	East City Limits of Hampton	0.60 miles	45 mph
Revolutionary Drive	State Route 3	Amah Lee Road	0.70 miles	30 mph
Richard Petty Boulevard	State Route 3	West City Limits of Hampton	0.30 miles	45 mph
Rosenwald Drive	McDonough Street	East Main Street	0.40 miles	35 mph
South Hampton Road	Locust Grove Road	South City Limits of Hampton	0.70 miles	35 mph
Steele Drive	Oak Street	North City Limits of Hampton	0.30 miles	30 mph
West King Road	Rosenwald Drive	Dead End	0.20 miles	30 mph
West King Road	Dead End	South City Limits of Hampton	0.50 miles	30 mph
West Main Street	Woolsey Road	100 feet north of Caldwell Drive North	1.00 miles	30 mph
West Main Street	100 feet north of Caldwell Drive North	North City Limits of Hampton	0.35 miles	40 mph
Woolsey Road	Old Griffin Road	State Route 3	0.90 miles	35 mph

**SECTION 3.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

**SECTION 4.**

A) It is hereby declared to be the intention of the Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Council to be fully valid, enforceable and constitutional.

B) It is hereby declared to be the intention of the Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

C) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or

otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 5.** Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Hampton.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
STEVE HUTCHISON, Mayor

ATTEST:

\_\_\_\_\_  
PAT WATSON, City Clerk

First Reading: \_\_\_\_\_

Second Reading/  
Adoption: \_\_\_\_\_

The City of Hampton is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS  
For  
THE CITY OF HAMPTON  
in HENRY COUNTY  
ON-SYSTEM**

<b>STATE ROUTE</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>MILE POINT</b>	<b>TO</b>	<b>MILE POINT</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
S.R. 3	HAMPTON	140 feet south of Bridges Drive (South City Limit of Hampton)	1.11	155 feet south of Oak Street (North City Limit of Hampton)	2.70	1.59	55
S.R. 20	HAMPTON	500 feet east of South Hampton Road (East City Limit of Hampton)	17.47	730 feet east of East Main Street	18.40	0.93	60
S.R. 20	HAMPTON	730 feet east of East Main Street	18.40	0.39 miles west of State Route 3	19.69	1.29	55

*The Georgia Department of Transportation will be responsible for signing all state routes.*

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Bruton Smith Parkway	HAMPTON	West City Limit of Hampton	State Route 20	0.25	55
Caldwell Drive	HAMPTON	West Main Street	West Main Street	0.75	30
Central Avenue	HAMPTON	West Main Street	Woodlawn Avenue	0.60	25
Central Avenue SCHOOL ZONE	<i>Hampton Elementary</i> 7:00 to 8:30 am 1:30 to 3:00 pm SCHOOL DAYS ONLY	100 feet west of West Main Street	100 feet north of Oak Street	0.30	25
College Street	HAMPTON	Oak Street	Central Avenue	0.25	25
College Street SCHOOL ZONE ***	<i>Hampton Elementary</i> 7:00 to 8:30 am 1:30 to 3:00 pm SCHOOL DAYS ONLY	50 feet north of Oak Street	50 feet south of Central Avenue	0.23	25
East King Road	HAMPTON	Rosenwald Drive	West King Road	0.45	30
East Main Street	HAMPTON	South City Limits of Hampton	100 feet north of State Route 20	0.40	40
East Main Street	HAMPTON	100 feet north of State Route 20	100 feet south of Woodlawn Avenue	0.25	35
East Main Street	HAMPTON	100 feet south of Woodlawn Avenue	100 feet north of Elm Street	0.35	25
East Main Street	HAMPTON	100 feet north of Elm Street	100 feet south of Sandstone Drive	0.55	35
East Main Street	HAMPTON	100 feet south of Sandstone Drive	North City Limit of Hampton	0.30	45
Elm Street	HAMPTON	East Main Street	East City Limit of Hampton	1.00	30
Georgia Avenue	HAMPTON	West Main Street	Central Avenue	0.25	30
Lower Woolsey Road	HAMPTON	State Route 3	West City Limit of Hampton	0.25	55
Locust Grove Road	HAMPTON	McDonough Street	East City Limit of Hampton	0.45	45
Oak Street	HAMPTON	West Main Street	100 feet west of Central Avenue	0.25	30
Oak Street	HAMPTON	100 feet west of Central Avenue	100 feet west of Windsor Parkway	0.75	35
Oak Street	HAMPTON	100 feet west of Windsor Parkway	State Route 3	0.50	40
Old Griffin Road	HAMPTON	Woolsey Road	State Route 20	0.70	35
Old Griffin Road	HAMPTON	State Route 20	Bridges Drive	0.45	45
McDonough Street	HAMPTON	East Main Street	100 feet east of Eva Drive	0.50	30
McDonough Street	HAMPTON	100 feet east of Eva Drive	100 feet east of Shelby Street	0.30	35
McDonough Street	HAMPTON	100 feet east of Shelby Street	East City Limit of Hampton	0.60	45

**LIST NUMBER 0816-151H**

<b>ROAD NAME</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
Revolutionary Drive	<b>HAMPTON</b>	State Route 3	Amah Lee Road	0.70	30
Richard Petty Boulevard	<b>HAMPTON</b>	State Route 3	West City Limit of Hampton	0.30	45
Rosenwald Drive	<b>HAMPTON</b>	McDonough Street	East Main Street	0.40	35
South Hampton Road	<b>HAMPTON</b>	Locust Grove Road	South City Limit of Hampton	0.70	35
Steele Drive	<b>HAMPTON</b>	Oak Street	North City Limit of Hampton	0.30	30
West King Road	<b>HAMPTON</b>	Rosenwald Drive	Dead End	0.20	30
West King Road	<b>HAMPTON</b>	Dead End	South City Limit of Hampton	0.50	30
West Main Street	<b>HAMPTON</b>	Woolsey Road	100 feet north of Caldwell Drive North	1.00	30
West Main Street	<b>HAMPTON</b>	100 feet north of Caldwell Drive North	North City Limit of Hampton	0.35	40
Woolsey Road	<b>HAMPTON</b>	Old Griffin Road	State Route 3	0.90	35

*The City of Hampton will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.*

*\*\*\* Indicates a distance too short to use radar detection devices and is listed for signing purposes only.*

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

Sworn and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**CITY OF HAMPTON, GEORGIA  
MASTER BOND RESOLUTION**

Adopted  
September 13, 2016

This document was prepared by:

**SUTHERLAND ASBILL & BRENNAN LLP**  
999 Peachtree Street, NE, Suite 2300  
Atlanta, Georgia 30309  
Telephone: 404.853.8000

**TABLE OF CONTENTS**

**ARTICLE I DEFINITIONS .....2**

    Section 1.1    Definitions.....2

    Section 1.2    Interpretation.....7

**ARTICLE II AUTHORIZATION, FORM AND REGISTRATION OF SERIES  
          2016 BONDS.....7**

    Section 2.1    Authorization .....7

    Section 2.2    Terms of Series 2016 Bonds .....7

    Section 2.3    Execution; Form of Series 2016 Bonds .....8

    Section 2.4    Bond Registrar; Transfer and Exchange .....14

    Section 2.5    Lost, Destroyed, Mutilated Bonds .....14

    Section 2.6    No Preference or Priority .....15

    Section 2.7    Certifications.....15

**ARTICLE III REDEMPTION OF SERIES 2016 BONDS BEFORE MATURITY.....15**

    Section 3.1    Optional Prepayment .....15

    Section 3.2    Effect of Additional Bonds .....15

**ARTICLE IV CUSTODY AND APPLICATION OF PROCEEDS;  
          CONSTRUCTION FUND.....16**

    Section 4.1    Application of Series 2016 Bond Proceeds .....16

    Section 4.2    Construction Fund.....16

**ARTICLE V REVENUES AND FUNDS; ADDITIONAL BONDS; DEFEASANCE .....17**

    Section 5.1    Creation of Funds and Accounts.....17

    Section 5.2    The Revenue Fund .....17

    Section 5.3    Sinking Fund .....17

    Section 5.4    Subordinate Debt .....20

    Section 5.5    Renewal and Extension Fund.....20

    Section 5.6    Rate Covenant.....20

    Section 5.7    Additional Bonds .....21

    Section 5.8    Subordinate Debt .....22

    Section 5.9    Defeasance .....23

    Section 5.10   Lien on Funds .....23

    Section 5.11   Sinking Fund Investments.....23

    Section 5.12   Revenue Fund and Renewal and Extension Fund Investments .....23

**ARTICLE VI DEPOSITORIES OF MONEYS AND SECURITIES FOR  
          DEPOSITS.....23**

Section 6.1	Depositories; Sinking Fund Custodian; Security for Deposits .....	23
Section 6.2	Paying Agent Instructions.....	24
Section 6.3	Appointment of Depositories and Custodians .....	25
<b>ARTICLE VII PARTICULAR COVENANTS.....</b>		<b>25</b>
Section 7.1	Payment.....	25
Section 7.2	Rules and Regulations.....	25
Section 7.3	Liens; Granting of Easements.....	25
Section 7.4	Sale of Assets .....	26
Section 7.5	Insurance .....	27
Section 7.6	Separate Accounts.....	27
Section 7.7	Annual Budget .....	27
Section 7.8	Financial Statements .....	28
Section 7.9	Tax Covenants .....	28
<b>ARTICLE VIII EVENTS OF DEFAULT; REMEDIES .....</b>		<b>28</b>
Section 8.1	Events of Default .....	28
Section 8.2	Acceleration .....	29
Section 8.3	Remedies.....	29
Section 8.4	Restoration .....	29
Section 8.5	Equal Benefit .....	29
Section 8.6	Non Exclusivity of Remedies .....	30
Section 8.7	No Waiver.....	30
<b>ARTICLE IX SUPPLEMENTAL RESOLUTIONS .....</b>		<b>30</b>
Section 9.1	Adoption of Supplemental Resolutions .....	30
Section 9.2	Notice.....	31
Section 9.3	Required Approval.....	31
Section 9.4	Legal Action.....	31
Section 9.5	Incorporation.....	32
Section 9.6	Proof of Ownership.....	32
<b>ARTICLE X MISCELLANEOUS PROVISIONS .....</b>		<b>32</b>
Section 10.1	Severability .....	32
Section 10.2	Contract.....	32
Section 10.3	Validation.....	33
Section 10.4	Repealer .....	33
Section 10.5	General Authority .....	33
Section 10.6	Waiver of Audit Requirement.....	33
Section 10.7	Bank Qualified Designation.....	34

**A RESOLUTION TO PROVIDE FOR THE ISSUANCE OF THE CITY OF HAMPTON, GEORGIA COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2016; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL PARITY BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO PROVIDE REMEDIES FOR THE OWNERS OF THE BONDS; TO DESIGNATE THE SERIES 2016 BONDS AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” WITHIN THE MEANING OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Hampton, Georgia (the “City”) is a municipal corporation of the State of Georgia created pursuant to the Act (hereinafter defined);

**WHEREAS**, pursuant to the Act and the Revenue Bond Law (hereinafter defined), the City is authorized to own, operate and maintain and now owns, operates and maintains a combined water, sewer, solid waste and electric utility system (the “System”), for the purpose of providing utility services and facilities for the use, protection, health and well-being of its citizenry;

**WHEREAS**, in order to finance improvements to the System, the City has heretofore incurred a loan from the Georgia Environmental Finance Authority (the “GEFA Loan”), which is the only outstanding debt or revenue obligation of the City payable from the Net Revenues (hereinafter defined);

**WHEREAS**, due to market conditions, the City has determined that it can achieve substantial debt service savings by issuing its Water and Sewerage Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) for the purpose of prepaying the GEFA Loan and paying the costs of issuing the Series 2016 Bonds;

**WHEREAS**, the Series 2016 Bonds will be secured by a pledge of and a first or prior lien on the “Net Revenues”; and

**WHEREAS**, the City proposes to provide for the issuance of “Additional Bonds” (hereinafter defined) ranking as to lien on the Net Revenues on a parity with the lien on the Net Revenues securing the Series 2016 Bonds; and

**WHEREAS**, pursuant to the provisions of the Revenue Bond Law, particularly O.C.G.A. Section 36-82-63, revenue bonds may be authorized by resolution of the City Council of the City of Hampton, Georgia (the “City Council”), which may be adopted at a regular or special meeting of the City Council and such resolutions shall take effect immediately and need not be laid over or published or posted, all as provided in the Revenue Bond Law.

**NOW, THEREFORE**, the City Council of the City of Hampton, Georgia hereby resolves:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Definitions.**

In addition to the terms hereinabove defined, whenever the following terms are used in the Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the meaning as follows:

**“Act”** means that certain act of the General Assembly creating a new charter for the City (2006 Ga. Laws, p. 3613), as amended.

**“Additional Bonds”** means any revenue bonds of the City ranking on a parity with the Series 2016 Bonds which may hereafter be issued pursuant to Section 5.7 of the Bond Resolution.

**“Annual Budget”** means the annual budget of the City relating to the System (which shall include all costs, obligations, and expenses properly allocable to the System), as amended or supplemented in accordance with established procedures of the City, adopted or in effect for a particular fiscal year.

**“Bond Resolution”** means this Master Bond Resolution, adopted on September 13, 2016, as supplemented from time to time by Supplemental Resolutions.

**“Bond Registrar”** means, with respect to the Series 2016 Bonds, the City Clerk, and with respect to any series of Additional Bonds, either the City Clerk or the commercial bank or trust company appointed by the City to maintain the registration books of the City for the Additional Bonds of such series.

**“Bondholder”** means any owner of the Bonds, as recorded on the registration books of the City.

**“Bonds”** means any revenue bonds issued by the City pursuant to the Bond Resolution, including the Series 2016 Bonds and any Additional Bonds.

**“City”** means the City of Hampton, Georgia and its successors and assigns.

**“Construction Fund”** means the City of Hampton, Georgia Combined Utility System Construction Fund created in Section 4.2 of the Bond Resolution.

**“Construction Fund Custodian”** means the commercial bank appointed by the City to maintain the Construction Fund.

**“Consulting Engineers,” “Consulting Engineer,” “Engineers” and “Engineer”** means an engineer or engineering firm having a national reputation for skill relating to public utility systems.

**“Debt Service Account”** means the Debt Service Account created within the Sinking Fund to pay principal of, redemption premium, if any, and interest on the Bonds and certain other charges as provided in the Bond Resolution.

**“Debt Service Requirement”** means the total principal and interest coming due on the Bonds, whether at maturity or upon mandatory redemption, in any specified period. The principal of and interest on Bonds shall be excluded from the determination of Debt Service Requirement to the extent that the same were or are expected to be paid with amounts on deposit on the date of calculation (or Bond proceeds to be deposited on the date of issuance of proposed Bonds) in the Project Fund, the Sinking Fund, or a similar fund for subordinate debt.

**“Debt Service Reserve Requirement”** means, with respect to the Series 2016 Bonds, \$0, and with respect to any Additional Bonds, means the amount, if any, set forth as such in the Supplemental Resolution authorizing the issuance of such Additional Bonds. For purposes of clarification and to remove doubt, the Debt Service Reserve Account is not required to be funded with respect to the Series 2016 Bonds.

**“Debt Service Reserve Surety Bond”** means a surety bond or irrevocable letter of credit credited to the Reserve Account in lieu of or in partial substitution for moneys and securities on deposit therein.

**“Determination of Taxability”** means, with respect to the Series 2016 Bonds, a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2016 Bonds is or was includable in the gross income of the Series 2016 Bondholder for federal income tax purposes as a result of an action taken or an action not taken on the part of the City; provided, that no such decree, judgment or action will be considered final for this purpose unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Series 2016 Bondholder, and until the conclusion of any appellate review, if sought.

**“Engineering Report”** means any engineering report relating to projects financed with the proceeds of Additional Bonds.

**“Fiscal Year”** means the period commencing on October 1 in each year and extending through September 30 in the next year.

**“Funds”** means the Revenue Fund, the Sinking Fund, the Renewal and Extension Fund and the Construction Fund.

**“GEFA Loan”** means that certain loan in the original principal amount of \$15,000,000 and designated as Loan No. CW04004 incurred by the City from the Georgia Environmental Finance Authority for purposes of financing additions, improvements and extensions to the System.

**“Government Obligations”** means (a) obligations of the United States and of its agencies and instrumentalities or (b) obligations fully insured or guaranteed by the United States government or United States government agency (including any securities described in (a) or (b)

issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in any case, are not subject to redemption prior to maturity at less than par by anyone other than the holder.

**“Net Revenues”** means the gross revenues derived from the ownership or operation of the System, including, without limitation, all tap fees and connection fees, whether or not accounted for as revenue or contributed capital, all earnings on amounts on deposit in the Funds, less the reasonable and necessary costs of operating, maintaining and repairing the System, including salaries, wages, the payment of any contractual obligations incurred pertaining to the operation of said System, the cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, proper charges for materials and services provided by other departments of the City and such other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation, interest expense and amortization.

**“Outstanding”** means, when used in reference to the Bonds, all Bonds that have been duly authenticated and delivered under the Bond Resolution, with the exception of (a) Bonds in lieu of which other Bonds have been issued under Section 2.5, (b) Bonds surrendered by the owners in exchange for other Bonds under Section 2.4 and (c) Bonds for the payment of which provision has been made in accordance with Section 5.9.

**“Paying Agent”** means a commercial bank or trust company appointed by the City to act as paying agent for any series of Bonds issued under this Bond Resolution. Initially, there shall not be a Paying Agent for the Series 2016 Bonds.

**“Permitted Investments”** means and includes any of the following securities, if and to the extent the same are at the time legal for investment of City funds:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(b) bonds or obligations of the State of Georgia, or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Central Bank for Cooperatives;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(f) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any of the proceeds of the Bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies of the United States government referred to in paragraph (d) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraph (c) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia;

(h) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that

each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and any other investments authorized by the laws of the State of Georgia.

**“Projects”** means any projects financed with proceeds of Additional Bonds, as specified in an Engineering Report.

**“Renewal and Extension Fund”** means the City of Hampton, Georgia Combined Utility System Renewal and Extension Fund created in Section 5.5 of the Bond Resolution.

**“Renewal and Extension Fund Depository”** means the commercial bank appointed by the City to maintain the Renewal and Extension Fund.

**“Reserve Account”** means the Reserve Account created within the Sinking Fund to provide a reasonably required debt service reserve for any series of Additional Bonds for which a Reserve Subaccount for a series is established by the Supplemental Resolution authorizing the issuance of such Additional Bonds.

**“Reserve Subaccount for a series”** means any of the separate subaccounts within the Reserve Account established by the Supplemental Resolution authorizing the issuance of Additional Bonds.

**“Revenue Bond Law”** means the Revenue Bond Law, (O.C.G.A. Section 36-82-60 et seq.), as same may hereafter be amended from time to time.

**“Revenue Fund”** means the City of Hampton, Georgia Combined Utility System Revenue Fund created in Section 5.2 of the Bond Resolution.

**“Revenue Fund Depository”** means the commercial bank appointed by the City to maintain the Revenue Fund.

**“Series 2016 Bonds”** means the revenue bonds authorized to be issued pursuant to Article II of the Bond Resolution.

**“Series 2016 Bondholder”** means Hamilton State Bank, as the initial purchaser of the Series 2016 Bonds, and its successors and registered assigns.

**“Sinking Fund”** means the City of Hampton, Georgia Combined Utility System Sinking Fund created in Section 5.3 of the Bond Resolution, in which are held the Debt Service Account and the Reserve Account.

**“Sinking Fund Custodian”** means the commercial bank or trust company appointed by the City to act as custodian for the Sinking Fund.

**“Sinking Fund Investments”** means (a) Government Obligations and forward purchase agreements and repurchase agreements with respect thereto, (b) demand deposits or certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation;

provided, however that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured and (c) the local government investment pool created by O.C.G.A. Section 36-83-8.

**“State”** means the State of Georgia.

**“Supplemental Resolution”** means a resolution supplementing the Bond Resolution adopted in accordance with Article IX.

**“System”** means the combined water, sewer, solid waste and electric utility system of the City as it now exists and as it may be hereafter added to, extended and improved.

**“Taxable Rate”** means, with respect to the Series 2016 Bonds, an annual interest rate equal to the product of 2.00 percent, multiplied by 1.54.

### **Section 1.2 Interpretation.**

Whenever used in the Bond Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates.

## **ARTICLE II**

### **AUTHORIZATION, FORM AND REGISTRATION OF SERIES 2016 BONDS**

#### **Section 2.1 Authorization.**

Under the authority of the Revenue Bond Law, there is hereby authorized to be issued revenue bonds to be designated “City of Hampton, Georgia Combined Utility System Revenue Refunding Bonds, Series 2016” in the original principal amount of \$7,778,000 for the purpose of prepaying the GEFA Loan and paying the costs of issuing the Series 2016 Bonds. The issuance of the Series 2016 Bonds for the foregoing purposes is hereby found and declared to be within the public purposes intended to be served by the City. The Series 2016 Bonds shall be payable solely from the Net Revenues.

#### **Section 2.2 Terms of Series 2016 Bonds.**

The Series 2016 Bonds shall be dated as of the date of issuance and delivery thereof, shall be in the form of a single, fully registered bond without coupons in the original principal amount of \$7,778,000 and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at a fixed rate per annum equal to 2.00 percent. The Series 2016 Bonds shall have a final maturity date of June 1, 2028. The principal of and the interest on the Series 2016 Bonds shall be paid in equal monthly payments of principal and interest commencing on November 1, 2016 and continuing on the first day of each month thereafter until the Series 2016 Bonds have been paid in full, with a final payment due on the June 1, 2028 maturity date in an amount equal to the outstanding principal amount thereof and accrued and

unpaid interest on such principal amount. The maximum amount of principal and interest payable on the Series 2016 Bonds at such rate in any calendar year will not exceed \$751,485.

Notwithstanding the foregoing, following a Determination of Taxability, the Series 2016 Bonds shall bear interest at the Taxable Rate. So long as the Series 2016 Bondholder is Hamilton State Bank, the City hereby agrees to pay to the Series 2016 Bondholder upon a Determination of Taxability, in addition to interest at the Taxable Rate, (i) an amount equal to the difference between (A) the amount of interest paid on the Series 2016 Bonds during the period during which the Series 2016 Bonds are determined to be taxable and (B) the amount of interest that would have been paid during such period had the Series 2016 Bonds borne interest at the taxable rate, plus (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owned by Hamilton State Bank, as a result of the Determination of Taxability.

All sums becoming due on the Series 2016 Bonds for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Bondholder in writing to the City, without the presentation or surrender of the Series 2016 Bonds or the making of any notation thereon, except that upon written request of the City made concurrently with or reasonably promptly after payment or redemption in full of the Series 2016 Bonds, the Bondholder shall surrender the Series 2016 Bonds for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of the Series 2016 Bonds, which may only occur upon strict compliance by the Bondholder with the provisions of Section 2.4, the Bondholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

### **Section 2.3 Execution; Form of Series 2016 Bonds.**

The Series 2016 Bonds shall be executed on behalf of the City by the manual signature of the Mayor or Mayor Pro-Tem and attested by the manual signature of the City Clerk or the Assistant City Clerk. The official seal of the City shall be impressed thereon. The validation certificate to be attached to the Series 2016 Bonds shall be executed by the manual signature of the Clerk of the Superior Court of Henry County, and the official seal of such Court shall be impressed thereon. In case any official whose signature shall appear on the Series 2016 Bonds shall cease to be such officer before delivery of the Series 2016 Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Series 2016 Bonds, the form of assignment and the certificate of validation to be endorsed upon the Series 2016 Bonds, shall be in substantially the following forms, with such variations, omissions and insertions as are required or permitted by this Bond Resolution:

[Form of Bond]

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR DISPOSED OF (1) EXCEPT UPON PRESENTATION TO THE BOND REGISTRAR OF AN INVESTMENT LETTER MEETING THE REQUIREMENTS OF SECTION 2.4 OF THE BOND RESOLUTION AND (2) EXCEPT IN COMPLIANCE WITH ANY APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, ANY APPLICABLE RULES AND REGULATIONS PROMULGATED UNDER EITHER ACT, AND ANY APPLICABLE SECURITIES LAWS OF ANY OTHER JURISDICTION.**

No. R-1

\$7,778,000

**UNITED STATES OF AMERICA  
STATE OF GEORGIA**

**CITY OF HAMPTON, GEORGIA  
COMBINED UTILITY SYSTEM REVENUE REFUNDING BOND  
SERIES 2016**

<b>BOND DATE:</b>	<b>MATURITY DATE:</b>	<b>INTEREST RATE:</b>
October __, 2016	June 1, 2028	2.00%

**FOR VALUE RECEIVED**, the **CITY OF HAMPTON, GEORGIA** (the “City”), a municipal corporation of the State of Georgia, hereby promises to pay solely from the special fund provided therefor, as hereinafter set forth, to **HAMILTON STATE BANK**, or its registered assigns, the principal sum of

**SEVEN MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS**

or so much of said amount as shall be outstanding, in lawful money of the United States of America, on the dates and in the manner hereinafter provided. This Bond shall bear interest at the rate per annum specified above, calculated on the basis of a 360-day year comprised of twelve 30-day months) until payment of the principal amount hereof. Notwithstanding the foregoing, following a Determination of Taxability (as defined in the hereinafter described Bond Resolution), this Bond shall bear interest at the Taxable Rate. As used herein, “Taxable Rate” means an annual interest rate equal to the product of the Interest Rate set forth above, multiplied by 1.54.

So long as this Bond is held by Hamilton State Bank, the City hereby agrees to pay to the holder upon a Determination of Taxability, in addition to interest at the Taxable Rate, (i) an amount equal to the difference between (A) the amount of interest paid on this Bond during the period during which this Bond is determined to be taxable and (B) the amount of interest that would have been paid during such period had this Bond borne interest at the taxable rate, plus (ii)

an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owned by Hamilton State Bank, as a result of the Determination of Taxability.

The principal of and interest on this Bond shall be paid in equal monthly payments of principal and interest commencing on November 1, 2016 and continuing on the first day of each month thereafter until this Bond has been paid in full, with a final payment due on the June 1, 2028 maturity date in an amount equal to the outstanding principal amount hereof and accrued and unpaid interest on such principal amount to the maturity date. So long as this Bond bears interest at the stated rate set forth above, such payments shall be sufficient in the aggregate to retire this Bond in full on or prior to its maturity date. In the event that this Bond ever bears interest at the Taxable Rate, such payments shall be adjusted to provide for substantially equal monthly payments that will be sufficient to retire this Bond prior to its maturity date.

All sums becoming due on this Bond for principal and interest shall be paid in lawful money of the United States (but only from the net revenues of the System) by the method and at the address specified for such purpose by the registered owner of this Bond in writing to the City, without the presentation or surrender of this Bond or the making of any notation hereon, except that upon the written request of the City made concurrently with or reasonably promptly after payment or redemption in full of this Bond, the registered owner of this Bond shall surrender this Bond for cancellation, reasonably promptly after any such request, to the City. Prior to any sale or other disposition of this Bond the registered owner of this Bond shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

This Bond is the only bond of a duly authorized issue designated as "City of Hampton, Georgia Combined Utility System Revenue Refunding Bonds, Series 2016" in the original principal amount of \$7,778,000 (the "**Series 2016 Bonds**") being issued for the purpose of prepaying certain loans incurred by the City from the Georgia Environmental Finance Authority and paying the costs of issuing this Bond. This Bond is issued under authority of the Constitution of the State of Georgia, the act of the Georgia General Assembly creating the City (2006 Ga. Laws p. 3613, as amended—the "**Act**") and the Revenue Bond Law (O.C.G.A. Section 36-82-60 et seq., as amended) and was duly authorized by a resolution of the City adopted on September 13, 2016 (as supplemented and amended in accordance with its terms, the "**Bond Resolution**"). This Bond is secured by a pledge of and a first or prior lien on the Net Revenues of the System (as those terms are defined in the Bond Resolution). In addition to this Bond, the City may issue, under certain terms and conditions as provided in the Bond Resolution, additional revenue bonds (the "**Additional Bonds**" and together with the Series 2016 Bonds, the "**Bonds**"), and if issued, such Additional Bonds will rank on a parity as to lien on the Net Revenues of the System with the Series 2016 Bonds. Reference to the Bond Resolution is hereby made for a complete description of the funds charged with, and pledged to, the payment of the principal of and the interest on this Bond, the nature and extent of the security therefor, a statement of rights, duties and obligations of the City, the rights of the owners of this Bond, and the terms and provisions under which Additional Bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

This Bond shall be issued as a single, fully-registered bond without coupons in the **original principal amount of \$7,778,000. THIS BOND IS SUBJECT TO RESTRICTIONS**

**ON ITS TRANSFER** and may be transferred in whole, but not in part, as provided in and upon strict compliance with, the provisions on transfer set forth in the Bond Resolution. This Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond.

This Bond shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, including the City, nor a pledge of the faith and credit of said State or City. The issuance of this Bond shall not directly, indirectly or contingently obligate said State or said City to levy or to pledge any form of taxation whatever therefor or to make any appropriation for its payment. No owner of this Bond shall ever have the right to enforce payment hereof against any property of the City other than the special fund pledged therefor, nor shall this Bond constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City.

This Bond is subject to optional prepayment prior to maturity in whole or in part (and if in part, in inverse order of maturity of the monthly principal installments), without premium, in accordance with the provisions of the Bond Resolution.

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions and revisions of the provisions of the Bond Resolution and this Bond may be made by the City without the consent of the owners of the Bonds in certain circumstances and with the consent of the owners of a majority of the principal amount of the Bonds outstanding in other circumstances.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction. In case of default, the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Revenue Bond Law and any amendments thereto.

This Bond has been designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby recited and certified that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done, have happened and have been performed in due and legal form as required by law, and that provision has been made for the allocation from the anticipated revenues of the City, of amounts sufficient to pay the principal of and the interest on this Bond as same matures, such revenues are irrevocably allocated and pledged to the payment thereof and the interest thereon.

IN WITNESS WHEREOF, the City of Hampton, Georgia has caused this Bond to be executed by the manual signature of its Mayor and its official seal to be impressed hereon and attested by the manual signature of its City Clerk, this October \_\_, 2016.

**CITY OF HAMPTON, GEORGIA**

(SEAL)

By:                      **[FORM]**  
Mayor

Attest:

                     **[FORM]**  
City Clerk

\*\*\*\*\*

**VALIDATION CERTIFICATE**

STATE OF GEORGIA     )  
  )  
COUNTY OF HENRY    )

The undersigned Clerk of the Superior Court of Henry County, Georgia, **HEREBY CERTIFIES** that this Bond was validated and confirmed by judgment of the Superior Court of Henry County, Georgia, on October \_\_, 2016, and that no intervention or objection was filed in the proceedings validating same and that no appeal from said judgment of validation has been taken.

WITNESS my signature and seal of the Superior Court of Henry County, Georgia.

(SEAL)

   **[FORM]**  
Clerk, Superior Court  
Henry County, Georgia

171014274

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_  
[Please print or typewrite name and address including postal zip code.]

\_\_\_\_\_  
[Please insert Social Security or Tax Identification Number of Assignee.]

the within bond and all rights thereunder, hereby constituting and appointing \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer this Bond on the bond registration book kept for such purpose by the Bond Registrar, with full power of substitution in the premises.

**DATED** \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within bond in every particular without alterations, enlargement or any change whatsoever.

#### **Section 2.4 Bond Registrar; Transfer and Exchange.**

The City Clerk shall keep the bond registration book for the registration of the Series 2016 Bonds.

**Notwithstanding any provision to the contrary contained herein, the Series 2016 Bonds may not be sold, transferred, assigned or disposed of (1) without presentation to the City of an investment letter from the transferee in substantially the form set forth in Exhibit A and (2) except in compliance with any applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, any applicable rules and regulations promulgated under either such Act, and any applicable securities laws of any other jurisdiction.**

Upon surrender of the Series 2016 Bonds at the office of the City Clerk for registration of transfer, duly endorsed or accompanied by a written instrument of transfer fully executed by the registered owner of the Series 2016 Bonds or its attorney duly authorized in writing and accompanied by the address for notices of the transferee, together with the investment letter referred to above, the City Clerk shall execute and deliver a new Series 2016 Bond in exchange therefor, in a principal amount equal to the unpaid principal amount of the Series 2016 Bonds. Such new Series 2016 Bond shall be payable to such person as the former Bondholder may request and shall be issued as a single, fully registered Series 2016 Bond substantially in the form set forth in this Bond Resolution. Each such new Series 2016 Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Series 2016 Bond or the date of the surrendered Bond if no interest shall have been paid thereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Series 2016 Bonds, but shall not otherwise impose a charge or fee in connection with any such transfer. The Series 2016 Bonds may be transferred only in whole, and not in part, and may not be transferred or exchanged in a denomination of less than the unpaid principal amount of the Series 2016 Bonds.

The Bond Registrar appointed in a Supplemental Resolution authorizing any series of Additional Bonds shall keep the bond registration book for the registration of such Additional Bonds and for the registration of transfers of such Additional Bonds as provided in the Supplemental Resolution authorizing the issuance of such Additional Bonds.

#### **Section 2.5 Lost, Destroyed, Mutilated Bonds.**

If any of the Series 2016 Bonds shall become mutilated, the Bond Registrar in its discretion and at the expense of the owner of such Series 2016 Bond shall authenticate and deliver a new Series 2016 Bond of like tenor registered in the name of the owner in exchange and substitution for such mutilated Series 2016 Bond. If any of the Series 2016 Bonds shall become lost, destroyed or wrongfully taken, evidence of such loss, destruction or wrongful taking within a reasonable time thereafter may be submitted to the City and if such evidence shall be satisfactory and indemnity of a character and in an amount satisfactory to the City shall be given, then the City shall at the expense of the owner cause a new Series 2016 Bond of like tenor registered in the name of the owner to be authenticated by the Bond Registrar and delivered to the registered owner.

**Section 2.6 No Preference or Priority.**

All the Series 2016 Bonds herein authorized to be issued are of equal rank and dignity without preference, priority or distinction as to lien or otherwise on the Net Revenues securing the payment thereof and interest thereon.

**Section 2.7 Certifications.**

The Mayor and City Clerk of the City are hereby authorized and directed to execute, for and on behalf of the City, a certification, based upon facts, estimates and circumstances, as to the reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2016 Bonds, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2016 Bonds.

**ARTICLE III**

**REDEMPTION OF SERIES 2016 BONDS BEFORE MATURITY**

**Section 3.1 Optional Prepayment.**

The Series 2016 Bonds are subject to optional prepayment in whole or in part prior to maturity at any time upon two business days prior written notice to the Series 2016 Bondholder at a redemption price of par plus accrued interest, with no premium. Any optional prepayment in part shall be applied in inverse order of maturity of the monthly principal installments.

**Section 3.2 Effect of Additional Bonds.**

Should the City hereafter elect to issue any Additional Bonds, as herein authorized, it shall have the right to redeem or prepay the Additional Bonds of any such future issue or issues before it redeems or prepays the Series 2016 Bonds, or it may redeem or prepay the Series 2016 Bonds before it redeems or prepays the Additional Bonds of any such future issue or issues, or it may partially redeem or prepay the Series 2016 Bonds and partially redeem or prepay some of the Additional Bonds of any such future issue or issues at the same time. However, it is expressly understood and agreed that in the event Additional Bonds are hereafter issued, the City covenants and agrees that it will not redeem any of the Series 2016 Bonds, or any bonds of such issue or issues of Additional Bonds, in part unless and until it has on hand in the Sinking Fund sufficient funds to pay the principal of and the interest on all of the Series 2016 Bonds and all bonds of such issues of Additional Bonds coming due in the current Fiscal Year and the maintenance of the Debt Service Reserve Account in the amount required; provided, however, the City is not restricted hereby from acquiring as a whole, by redemption or otherwise, all outstanding bonds of all such issues from any moneys which may be available for that purpose; and provided, further, that the City is not restricted from redeeming or prepaying an issue of Bonds in part with the proceeds of Additional Bonds issued in accordance with Section 5.7 of this Bond Resolution.

## ARTICLE IV

### CUSTODY AND APPLICATION OF PROCEEDS; CONSTRUCTION FUND

#### Section 4.1 Application of Series 2016 Bond Proceeds.

The proceeds derived from the sale of the Series 2016 Bonds shall be applied as follows:

(a) The sum of \$7,618,754.55, or such amount as may be necessary, shall be paid on the date of issuance to GEFA in prepayment of the GEFA Loan.

(b) The sum of \$159,245.45, or such amount as may be necessary, shall be applied to payment of the expenses incurred in connection with the issuance of the Series 2016 Bonds.

Notwithstanding the foregoing, if the Mayor of the City shall determine that a different application of funds is required to carry out the intent of this Bond Resolution, the Mayor may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2016 Bonds.

#### Section 4.2 Construction Fund.

Upon the issuance of any series of Additional Bonds for a Project, the City shall create a special trust fund to be designated as the "City of Hampton Combined Utility System Construction Fund." All moneys deposited into the Construction Fund shall be held in trust by the Construction Fund Custodian separate from other deposits of the City, and the Construction Fund Custodian shall comply with all of the applicable provisions of the Bond Resolution. The moneys in the Construction Fund shall be held, maintained, invested, reinvested and disbursed as directed by the proper officers of the City duly authorized for such purpose all as more fully set forth herein.

As to any series of Bonds providing Construction Fund moneys, the City shall establish a separate special account for the Construction Fund, each of which shall be designated as "Series [SERIES DESIGNATION] Capital Improvement Account" (hereinafter referred to as a "**Capital Improvement Account**"). Upon completion of any Projects to be financed by Additional Bonds and after payment of all expenses with respect thereto, all moneys credited to the related Capital Improvement Account may, at the direction of the City, be (i) credited to any other Capital Improvement Account and used to complete the Projects with respect to which such Capital Improvement Account was created or (ii) credited to the Sinking Fund and used to pay debt service on the Bonds. Prior to such application, the City shall receive an opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds.

Any moneys held in the Construction Fund shall be invested or reinvested at the direction of the City in Permitted Investments.

## **ARTICLE V**

### **REVENUES AND FUNDS; ADDITIONAL BONDS; DEFEASANCE**

#### **Section 5.1 Creation of Funds and Accounts.**

There are hereby created and established by the City the following funds and accounts, each of which shall be a special trust fund, held by the City separate and apart from its other funds so long as any Bonds are outstanding and unpaid or until provision shall have been duly made for the payment thereof:

- (a) The Revenue Fund;
- (b) The Sinking Fund, and within the Sinking Fund, the Debt Service Account and the Reserve Account; and
- (c) The Renewal and Extension Fund.

#### **Section 5.2 The Revenue Fund.**

All revenues arising from the ownership or operation of the System and properties in connection therewith as then existent and as thereafter added to, extended and improved shall be collected by the City or by its agents or employees and deposited promptly with the Revenue Fund Depository to the credit of the Revenue Fund. All moneys deposited into the Revenue Fund shall be held in trust by the Revenue Fund Depository.

There shall first be paid from said Revenue Fund the reasonable and necessary costs of operating, maintaining and repairing the System, including salaries, wages, the payment of any contractual obligations incurred pertaining to the operation of the System, the cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, proper charges for materials and services provided by other departments of the City and such other charges as may properly be made for the purpose of operating, maintaining and repairing the System in accordance with sound business practice, but before making provision for depreciation, interest expense and amortization.

The Net Revenues remaining in the Revenue Fund after the payment of the sums required or permitted to be paid under the provisions of the preceding paragraph are hereby pledged to the payment of the principal of and the interest on the Bonds issued under the provisions of the Bond Resolution, and to the provider of any Debt Service Surety Bond as set forth herein. Said Net Revenues so pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against it, and against all parties having claims of any kind against it, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice thereof.

#### **Section 5.3 Sinking Fund.**

The Sinking Fund shall consist of two accounts which are to be held therein, one of which is hereby created and designated as "Debt Service Account" and one of which is hereby

created and designated as "Reserve Account." All moneys deposited into the Sinking Fund shall be held in trust by the Sinking Fund Custodian separate and apart from other funds of the City.

After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to Section 5.2, the following amounts shall be transferred from the Revenue Fund to the appropriate account or sub-account of the Sinking Fund:

(a) There shall be transferred from the Revenue Fund into the Debt Service Account (i) for the purpose of paying the principal of and interest on the Series 2016 Bonds as same become due and payable, on or before the first day of each month, commencing November 1, 2016, the amount of \$ \_\_\_\_\_, which transfers shall be sufficient in the aggregate to retire the Series 2016 Bonds in full on or prior to the maturity date thereof; provided, however, that if the Series 2016 Bonds bear interest at the Taxable Rate, such monthly transfers shall be increased to provide for substantially equal monthly payments of principal and interest to retire the Series 2016 Bonds bearing interest at the Taxable Rate on or prior to the maturity date thereof, and (ii) with respect to any Additional Bonds, the amounts set forth in the Supplemental Resolution authorizing their issuance.

(b) If any Additional Bonds are issued with a Debt Service Reserve Requirement, there shall next be transferred from the Revenue Fund to the Reserve Subaccount for a series relating to such Additional Bonds, substantially equal monthly payments sufficient to create within the Reserve Account within such period of time not less than 60 months from the date of issuance of such Additional Bonds as may be specified in the Supplemental Resolution authorizing the issuance of such Additional Bonds, a reserve equal to the Debt Service Reserve Requirement on such Additional Bonds. Notwithstanding the foregoing, the initial Debt Service Reserve Requirement for a refunding issue may be satisfied by the transfer of funds from the Reserve Subaccount for the refunded Bonds to the extent available. If moneys are withdrawn from a Reserve Subaccount for a series to pay any such Additional Bonds, if the value of the investments declines to an amount less than the Debt Service Reserve Requirement, or, if a Debt Service Reserve Surety Bond is drawn upon to pay any such Additional Bonds, then such monthly deposits shall also include substantially equal monthly payments sufficient to (i) restore the amount withdrawn from the Reserve Account, (ii) restore the value of investments to an amount equal to the Debt Service Reserve Requirement or (iii) reimburse the issuer of the Debt Service Reserve Surety Bond within 12 months or such longer period of time as may be specified in the Supplemental Resolution authorizing the issuance of such Additional Bonds. In the event of a drawdown on any Debt Service Reserve Surety Bond, such payments shall be made first, on a pro rata basis, to the issuers of the Debt Service Reserve Surety Bonds and then to replenish any cash.

The Reserve Subaccount for a series shall be maintained for the purpose of paying the principal of and interest on the Additional Bonds of such series falling due in any year as to which there are insufficient moneys in the Debt Service Account and as to which there would otherwise be a default or for the purpose of reimbursing an issuer of a Debt Service Reserve Surety Bond for a drawing thereon. Prior to drawing on any Debt Service Reserve Surety Bond, all other amounts on deposit in the Reserve Account, if any, shall have been expended. The Paying Agent shall deliver the demand for payment (if any) required by the issuer of any Debt Service Reserve Surety Bond at the time and in the manner required. In determining the amount

on deposit in a Reserve Subaccount for a series, there shall be taken into account the amount available under any Debt Service Reserve Surety Bond. In the event there is more than one Debt Service Reserve Surety Bond credited to a Reserve Subaccount for a series and there is a drawdown, such Debt Service Reserve Surety Bonds shall be drawn upon on a pro rata basis.

It is expressly provided, however, that if on April 2 in any year, there are on deposit in the Debt Service Account moneys or securities, the same shall be withdrawn therefrom and immediately deposited into the Revenue Fund. It is expressly provided further, however, that if on April 2 in any year there are on deposit in any Reserve Subaccount for a series moneys or securities (such securities to be valued at their market value plus accrued interest thereon to April 2) the aggregate amount of which, together with the amounts available under any Debt Service Reserve Surety Bond, is in excess of the Debt Service Reserve Requirement for such series, such excess moneys and securities shall be withdrawn therefrom and immediately deposited into the Revenue Fund provided that no default has occurred and is continuing hereunder. Such moneys shall be used by the City for any purpose that does not adversely affect the exclusion from gross income for federal income tax purposes of interest on any outstanding Bonds. The calculation and determination of such excess amount in accordance with this provision shall be the responsibility of the City, and the City shall notify the Sinking Fund Custodian and make or cause to be made any transfer of funds required pursuant to the provisions hereof.

The obligation to fund the Reserve Subaccount for a series may be fulfilled by depositing Debt Service Reserve Surety Bond to the extent, and on the terms and conditions, provided for in the Supplemental Resolution for such series.

Subject to the terms and conditions set forth in the Bond Resolution, moneys in the Debt Service Account and moneys in the Reserve Account shall be disbursed for (i) the payment of the interest on the Bonds secured hereby as such interest becomes due and payable; (ii) the payment of the principal of the Bonds secured hereby as same becomes due and payable, either at maturity or by proceedings for redemption or acceleration; (iii) the reimbursement to the provider of any Debt Service Surety Bond for any draws thereon; (iv) the optional prepayment or redemption of Bonds secured hereby before maturity at the price and under the conditions provided therefor in Article III hereof or, with respect to any Additional Bonds, in a Supplemental Resolution; (v) the purchase of Bonds in the open market at a price not exceeding the then authorized call price; (vi) the payment of charges for paying the Bonds and interest thereon and the charges for the registration of the Bonds secured hereby and their transfer or exchange in accordance with the terms thereof; and (vii) the payment of any charges for investment services; provided, however, that as to the Reserve Account, only moneys in excess of the Debt Service Reserve Requirement (but excluding any moneys drawn under any Debt Service Reserve Surety Bond) shall be disbursed for items (iv) through (vii) inclusive.

If, in any month, the amounts required to be paid in order to comply with the provisions of this paragraph (b) shall not be paid in full, any deficiency will be added to and shall be a part of the amount required to be paid in the next succeeding month.

#### **Section 5.4 Subordinate Debt.**

After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of Sections 5.2 and 5.3, there shall next be paid from the Revenue Fund such payments as may be required to repay subordinate debt, including, but not limited to any loans made by the Georgia Environmental Finance Authority or the State Revolving Fund and to create and maintain a reasonable reserve therefor.

#### **Section 5.5 Renewal and Extension Fund.**

After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of Sections 5.2, 5.3 and 5.4, there shall next be transferred from the Revenue Fund into the Renewal and Extension Fund all the moneys remaining in the Revenue Fund. Expenditures may be made from the Renewal and Extension Fund only for the purpose of:

- (i) Paying operating expenses relating to the System;
- (ii) Making debt service payments on the Bonds;
- (iii) In case of an emergency having a major effect upon the System caused by some extraordinary occurrence which makes it necessary to use the funds of the System for the alleviation or removal of such effects and an insufficiency of money exists in the Revenue Fund to meet such emergency;
- (iv) Making replacements, additions, extensions and improvements to the System and paying the cost of any engineering studies, surveys or plans and specifications pertaining to future development or expansion of the System;
- (v) Transfers to the Sinking Fund for the purpose of acquiring the Bonds by redemption or by purchase in the open market, and when so used for such purposes the moneys shall be withdrawn from the Renewal and Extension Fund and deposited into the appropriate fund for the Bonds to be so redeemed or purchased;
- (vi) Paying any issuer of any Debt Service Reserve Surety Bond of interest on amounts drawn under such surety bond; or
- (vii) Making transfers to the City's General Fund, but only to the extent that any such transfer will not reduce the balance in the Renewal and Extension Fund to an amount below that which the City determines in its sole discretion is necessary to maintain an operating reserve for the System; provided, however, that the initial amount required to be maintained in the Renewal and Extension Fund pursuant to this paragraph is \$50,000.

#### **Section 5.6 Rate Covenant.**

The City shall continuously own, control, operate and maintain the System in an efficient and economical manner and on a revenue producing basis and shall at all times prescribe, fix, maintain and collect rates, fees and other charges for the services, facilities and commodities

furnished by the System fully sufficient at all times to produce Net Revenues equal to at least the sum of (i) 105 percent of the Debt Service Requirement on all Bonds then Outstanding for the current Fiscal Year and (ii) 100 percent of the amounts required to be deposited to the Reserve Account of the Sinking Fund in the current Fiscal Year.

If the City fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this Section, the owners of not less than 25 percent in aggregate principal amount of the Bonds then Outstanding, without regard to whether any Event of Default shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the City to prescribe, fix, maintain, or collect such rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the requirements of this Section.

The rates, fees, and other charges shall be classified in a reasonable manner to cover users of the services and facilities furnished by the System so that, as nearly as practicable, such rates, fees, and other charges shall be uniform in application to all users falling within any reasonable class. Except as may be provided in any agreement for water services entered into by the City and any customer prior to the effective date of this Bond Resolution, no free services shall at any time be furnished from the System. All service shall be on a metered basis except public parks, fire hydrants, and fire sprinklers. All services shall be furnished in accordance with rates now or hereafter established.

#### **Section 5.7 Additional Bonds.**

No other obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Net Revenues prior or superior to the lien created by this Bond Resolution for the payment of the Bonds. It is expressly provided, however, that Additional Bonds may be issued by the City on a parity basis with the Series 2016 Bonds, from time to time, for the purpose of refunding any issue or issues of outstanding Bonds, refinancing subordinate debt, or financing, in whole or in part, additions, extensions and improvements to the System, ranking as to lien on the Net Revenues on a parity with the Bonds herein authorized to be issued, provided all of the following conditions are met:

(a) None of the Bonds then outstanding are in default as to principal and interest and the City is in compliance with the Bond Resolution.

(b) The payments covenanted to be made into the Debt Service Account and the Reserve Account within the Sinking Fund must be currently being made in the full amount as required, and the Debt Service Account and Reserve Account held within the Sinking Fund must be at their proper respective balances.

(c) Either:

(i) The Net Revenues for a period of 12 consecutive months out of the 18 months preceding the adoption of proceedings for the issuance of such Additional Bonds were not less than 1.20 times the maximum Debt Service Requirement in any future Fiscal Year on the outstanding Bonds and the Additional Bonds proposed to be issued (excluding for calculation of the Debt Service Requirement any Bonds which are to be

refunded and defeased by such proposed Additional Bonds and including for calculation of the Debt Service Requirement the proposed Additional Bonds which are to be issued); or

(ii) if a new schedule of rates and charges has been adopted for the services, facilities and commodities furnished by the System, the Consulting Engineer shall have certified that had the new schedule of rates and charges been adopted throughout such specified period the test specified in (i) would have been met; or

(iii) If such Additional Bonds are being issued solely to refund other Bonds and to pay the costs of issuance thereof, (A) the final maturity of the Additional Bonds is not later than the final maturity of the Bonds being refunded and (B) the Debt Service Requirement on such Additional Bonds in each Fiscal Year through the final maturity of such Additional Bonds does not exceed the Debt Service Requirement on the Bonds being refunded for each such Fiscal Year.

(d) The City shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds and shall provide in such proceedings that such Additional Bonds shall be secured under and pursuant to the Bond Resolution. Any such Additional Bonds may be issued under or pursuant to a trust indenture and, in such event, the proceedings authorizing the issuance of such Additional Bonds shall make appropriate provisions for the transfer of moneys on deposit in the Sinking Fund to the trustee in sufficient time for the payment of debt service on such Additional Bonds; but nothing contained herein shall require the Sinking Fund to be held by such trustee. In the event Additional Bonds are secured hereunder and issued pursuant to a trust indenture, the trustee thereunder shall for purposes of the Bond Resolution, in accordance with the provisions of such trust indenture, exercise the rights and remedies of the owners of such Additional Bonds. It shall not be necessary that the interest and principal and payment dates or redemption provisions for such Additional Bonds correspond with the provisions of any other Bonds. Any Reserve Subaccount for a series established in connection with the issuance of any Additional Bonds shall, unless otherwise provided in the Supplemental Resolution authorizing the issuance of such Additional Bonds, shall secure only such Additional Bonds and not any other Bonds issued hereunder. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions and provisions of the Bond Resolution.

(e) Such Additional Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

#### **Section 5.8 Subordinate Debt.**

The City is hereby expressly authorized to issue revenue bonds, notes, loans and other revenue obligations on a junior and subordinate basis to the Bonds, without limit, and to create and maintain reasonable reserves therefor in connection therewith. Such subordinate debt shall be paid from the Revenue Fund as provided in Section 5.4 hereof and may include, among others, loans made by the Georgia Environmental Finance Authority or the State Revolving Fund.

**Section 5.9 Defeasance.**

When the Sinking Fund Custodian or the Paying Agent has sufficient moneys or Government Obligations, which, without any reinvestment thereof, will (based upon a verification report of an independent certified public accountant or firm thereof) provide for the payment of any outstanding Bonds and the interest due or to become due thereon, and any premium required to be paid should such Bonds be called for redemption, the Bonds shall be deemed to be paid. It is contemplated that one or more Bonds, or any portion thereof, or any series of Bonds issued and secured pursuant to the Bond Resolution may be paid, or deemed to be paid in full as aforesaid, and one or more other Bond, portions thereof, or series of Bonds shall remain outstanding hereunder. Upon payment in full of any Bonds, the owners of such Bonds shall no longer be entitled to the benefits of the security afforded by the Bond Resolution and such Bonds shall, except for the purposes of registration, exchange and transfer, no longer be deemed outstanding hereunder. The Bond Resolution shall not terminate until all amounts owed to the issuer of any Debt Service Reserve Surety Bond have been paid.

**Section 5.10 Lien on Funds.**

The City hereby pledges to owners of the Bonds all the moneys and securities held in the Funds. Said moneys and securities shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the City, and against all parties having claims of any kind against the City, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice thereof.

**Section 5.11 Sinking Fund Investments.**

Moneys on deposit in the Sinking Fund shall be invested only in Sinking Fund Investments. Moneys on deposit in the Reserve Account of the Sinking Fund shall be invested only in Sinking Fund Investments with maturities or options to redeem at par not exceeding five years.

**Section 5.12 Revenue Fund and Renewal and Extension Fund Investments.**

Moneys in the Revenue Fund and the Renewal and Extension Fund shall be invested in any investment authorized by the laws of the State.

**ARTICLE VI**

**DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSITS**

**Section 6.1 Depositories; Sinking Fund Custodian; Security for Deposits.**

(a) All moneys deposited under the provisions hereof shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such moneys shall be applied in accordance with the terms and for the purposes set forth in the Bond Resolution and shall not be subject to lien or attachment or any type of security interest by an *creditor of the City*.

(b) No moneys belonging to any of the Funds created hereunder shall be deposited or remain on deposit and uninvested with any Depository or Custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, or any successor thereto, unless such institution shall have pledged for the benefit of the City and the owners of the Bonds collateral security for the moneys deposited direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

(c) In the event the Sinking Fund Custodian and the Paying Agent for all Bonds then outstanding is the same bank acting in both capacities, then said Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the City, use and disburse the moneys in said Sinking Fund as provided in the Bond Resolution; except that, if, as provided under Article III of the Bond Resolution, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper authorization and direction from the City shall be furnished for such use and disbursement.

## **Section 6.2 Paying Agent Instructions.**

If a Paying Agent is appointed for any series of Additional Bonds, the following provisions shall apply.

(a) Not less than four days prior to any Interest Payment Date, the Paying Agent shall ascertain whether amounts (excluding the amount available under any Debt Service Reserve Surety Bond) sufficient to make the payment due on such Payment Date are on deposit in the Sinking Fund and, if so, shall make appropriate arrangements with the Sinking Fund Custodian of the City for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Interest Payment Date in accordance with the terms hereof. In the event amounts on deposit in the Sinking Fund are insufficient to make the payment due on any Interest Payment Date as aforesaid, the Paying Agent shall make timely demand on the issuer of any Debt Service Reserve Surety Bond in accordance with the terms thereof so as to receive funds thereunder in order to make the payment due on such Interest Payment Date.

(b) The City shall advise the Paying Agent of (i) all amounts paid by the City to the issuer of any Debt Service Reserve Surety Bond reimbursing such issuer for the amount drawn thereunder, (ii) the interest accrued thereon and (iii) the interest paid thereon. Promptly after the last day of each Fiscal Year, the Paying Agent shall submit to the issuer of any Debt Service Reserve Surety Bond a copy of its records with respect to payments made under the Debt Service Reserve Surety Bond, the amounts of any unreimbursed draws under the Debt Service Reserve Surety Bond, the interest accrued on each draw under the Debt Service Surety Bond and the aggregate interest due by the City to the issuer of the Debt Service Reserve Surety Bond.

**Section 6.3 Appointment of Depositories and Custodians.**

Hamilton State Bank, Locust Grove, Georgia is hereby designated as Depository of the Revenue Fund, Renewal and Extension Fund and Construction Fund and as Sinking Fund Custodian.

The City may, from time to time, designate a successor Sinking Fund Custodian, Construction Fund Custodian, Revenue Fund Depository, and Renewal and Extension Fund Depository, provided said custodians and depositories comply with all of the provisions of this Article and the applicable provisions of the Bond Resolution.

Notwithstanding the foregoing, for so long as Hamilton State Bank is the Series 2016 Bondholder, the Sinking Fund Custodian shall be Hamilton State Bank.

**ARTICLE VII**

**PARTICULAR COVENANTS**

**Section 7.1 Payment.**

The City shall promptly pay the principal of and interest on the Bonds issued hereunder and secured hereby at the place, on the dates and in the manner herein, and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof. The principal, interest, redemption premium, if any, and the charges of the Paying Agent and Bond Registrar are payable out of the Net Revenues, which moneys are hereby pledged to the payment thereof in the manner and to the extent hereinbefore particularly specified.

**Section 7.2 Rules and Regulations.**

The City has and will continue to enforce reasonable rules and regulations governing the System and the operation thereof. The City covenants that all compensation, salaries, fees and wages paid by it in connection with the operation, repair and maintenance of the System will be reasonable, and that no more persons will be employed by it than are necessary, and that it will operate same in an efficient and economical manner, and will at all times maintain the same in good repair and in sound operating condition, and will make all necessary repairs, renewals and replacements, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

**Section 7.3 Liens; Granting of Easements.**

The City shall not create nor suffer to be created any lien, security interest or charge upon the Net Revenues, ranking equally with or prior to the lien and charge herein authorized upon the Net Revenues. The City shall not create nor suffer to be created any lien, security interest or charge upon the System. The City shall pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge within 60 days after the same shall accrue, all lawful claims and demands which, if unpaid, might by law become a lien upon the System, or any part thereof;

provided, however, that nothing contained in this Section shall require the City to pay, or cause to be discharged, or make provisions for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings and provided that the property subject to such contest is not subject to loss or forfeiture.

If no event of default hereunder shall have happened and be continuing and provided there shall be no material adverse effect on the Net Revenues of the System, the City may at any time or times cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the System and such grant will be free from the lien or security interest of the Bond Resolution or the City may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the System with or without consideration.

#### **Section 7.4 Sale of Assets.**

(a) So long as any of the Bonds shall be outstanding, and except as in the Bond Resolution otherwise permitted, the City will not sell or otherwise dispose of the System or any integral part thereof, except it may sell the System as a whole, or substantially as a whole, if the proceeds of such sale are at least sufficient to provide for the payment of all Bonds secured by the Bond Resolution, and any interest accrued or to accrue thereon, and that the proceeds of any such sale are deposited in trust and applied by the City to the extent necessary to purchase or redeem the Bonds. Nothing contained herein, however, shall preclude (i) sales in the ordinary course of business or (ii) a sale of a part of the System where the sale would not, in any way, materially adversely affect the revenues of the System as certified by the Consulting Engineers, and provided further that the proceeds from such sale of a part of the System are used for extensions and improvements to the System, or applied toward the purchase, defeasance or redemption of Bonds until all such Bonds are paid. Prior to such application following a partial sale of the System, the City shall receive an opinion of nationally recognized bond counsel to the effect that such application will not adversely affect the exclusion from gross income for federal income tax purposes on any Bond.

(b) Notwithstanding anything in the Bond Resolution to the contrary, in the event that the City shall consolidate with another entity, the City or such consolidated entity may operate the System or may consolidate or transfer the System; provided that (i) the City (or such consolidated entity) shall continue to operate the System, in accordance with the Bond Resolution and satisfy all of its other obligations under the Bond Resolution, (ii) if the System or such combined system shall be transferred to such consolidated entity, such consolidated entity shall, by appropriate proceedings, agree to be bound by all of the terms of the Bond Resolution, and (iii) at the time of such consolidation or transfer, no Event of Default shall have occurred and be continuing, nor shall any Event of Default (or any event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) occur as a result of such consolidation or transfer.

### **Section 7.5 Insurance.**

The City will cause to be bonded its employees or agents handling funds of the System in amounts considered necessary and adequate for its protection and it shall procure and maintain insurance on the physical properties of the System of the kinds and in the amounts normally carried by private companies or other agencies engaged in the operation of similar properties so long as Bonds are outstanding. Such insurance shall include: (a) fire and property damage; (b) public liability insurance relating to the operation of the System; and (c) vehicular public liability insurance on any vehicle owned or operated by the City and used in the operation of the System. Such insurance may provide reasonable and customary coverage and deductibles for agencies and governmental authorities operating public utility systems. Such insurance shall be purchased from a responsible insurance company or companies authorized and qualified to do business in the State. If the City is unable to obtain such insurance legally and on reasonable and customary terms to the extent above required, the City will maintain such insurance to the extent reasonably obtainable, as may be now or hereafter authorized by State law. The proceeds of such fire and property damage policies are hereby pledged as security for the Bonds, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property and may be pledged on a parity basis as security for any revenue bonds issued by the City. In the event the proceeds of such policies are not used for that purpose, then same shall be deposited in the Renewal and Extension Fund; provided, however, that all such repairs or replacements shall be made in all instances whereby failure to do so would materially adversely affect the revenues of the System. Proceeds from the fidelity bonds on employees and agents shall be paid into the appropriate fund. All insurance policies and fidelity bonds shall be open to the inspection of the bondholders or their duly authorized representatives at all reasonable times.

### **Section 7.6 Separate Accounts.**

The City will keep the Funds and accounts of the System separate from all other funds and accounts of the City, or any of its departments, and no payment will be made from the revenues derived from the System which is not properly payable from such revenues, and that it will keep accurate records and accounts of all items of cost and all expenditures relating to the System, and of the revenues collected and the applicable thereof, and that it will keep said records and accounts with respect to the physical properties in such manner that it will be possible at all times to identify both the amounts and the items of all additions and retirements. Such records and accounts shall be open to the inspection of all interested persons.

### **Section 7.7 Annual Budget.**

The City agrees to adopt an Annual Budget for the System for each fiscal year in compliance with the rate covenant set forth in Section 5.6. So long as the Series 2016 Bonds are outstanding, the City agrees to provide such Annual Budget to the Series 2016 Bondholder within 30 days after its adoption.

**Section 7.8 Financial Statements.**

(a) In the month immediately following the end of each fiscal year of the City, or as soon thereafter as practicable (but in no event later than 270 days after the expiration of such fiscal year, or such shorter period as may be prescribed by a Supplemental Resolution), it will cause an annual audit to be made of the financial statements of the City pertaining to the System by a firm of independent certified public accountants of suitable experience and responsibility, to be chosen by the City. The audited financial statements, in addition to whatever matters may be considered proper by the accounts to be included therein, shall include the following:

(i) A statement in detail of the income and expenditures of the System for such fiscal year.

(ii) A balance sheet of the System as of the end of such fiscal year.

(b) The City will also cause any additional reports or audits relating to the System to be made, as required by law. The cost of audits and reports shall be treated as a part of the cost of operation of the System.

(c) The financial statements required by subsection (a) above shall be provided to the Series 2016 Bondholder within 270 days after the end of each fiscal year while the Series 2016 Bonds are outstanding.

**Section 7.9 Tax Covenants.**

The City agrees to do all things necessary to maintain the tax-exempt status of the Bonds and not to do anything that would adversely affect such tax-exempt status.

**ARTICLE VIII**

**EVENTS OF DEFAULT; REMEDIES**

**Section 8.1 Events of Default.**

Each of the following events is hereby declared an "event of default":

(a) payment of the principal of and any redemption premium on any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by virtue of mandatory redemption or prepayment provisions contained in the Bond Resolution; or

(b) payment of interest on any Bond shall not be made when the same becomes due and payable; or

(c) the City shall make a default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in the Bond Resolution, on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring same to be remedied, shall have been given to the City by any bondholder; provided, however, if the default stated in the notice

cannot be corrected within such 30-day period, it shall not be a default hereunder if such default is capable of being cured, the City shall institute corrective action and diligently pursue it until the default is cured and such cure period does not exceed 90 days.

**Section 8.2 Acceleration.**

Upon the happening and continuance of any event of default specified in Section 8.1, then and in every such case the owners of not less than a majority of the principal amount of outstanding Bonds may, by a notice in writing to the City, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, all arrears of interest, if any, upon the Bonds then outstanding, and all other indebtedness secured hereby, except the principal of and interest on any Bonds not then due by their terms, and the interest accrued on such Bonds since the last interest payment date, shall have been paid, or shall have been provided for by deposit with the Paying Agent for such Bonds of a sum sufficient to pay the same, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds, or herein contained, shall be made good, or provisions therefor satisfactory to such bondholders shall have been made, then and in every such case the owners of not less than a majority of the principal amount of outstanding Bonds may, by written notice to the City, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to, or affect, any subsequent default or impair any right consequent thereto.

**Section 8.3 Remedies.**

Upon the happening and continuance of any event of default, as provided in Section 1 of this Article, then and in every such case any bondholder may proceed, subject to the provisions of Section 5 of this Article, to protect and enforce the rights of the bondholders hereunder by a suit, action or special proceedings in equity, or at law, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as such bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

**Section 8.4 Restoration.**

In case any proceeding taken by any bondholder on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such bondholder, then and in every such case the City and the bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the bondholders shall continue as though no such proceedings had been taken.

**Section 8.5 Equal Benefit.**

No one, or more, owners of the Bonds secured hereby shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all

proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Bonds.

**Section 8.6 Non Exclusivity of Remedies.**

No remedy herein conferred upon the bondholders is intended to be exclusive of any other remedy, or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

**Section 8.7 No Waiver.**

No delay or omission of any bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to be owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IX**

**SUPPLEMENTAL RESOLUTIONS**

**Section 9.1 Adoption of Supplemental Resolutions.**

The City may, from time to time and at any time, with the consent of the holders of a majority in principal amount of Bonds Outstanding, adopt Supplemental Resolutions as it shall deem necessary or desirable for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Bond Resolution or in any Supplemental Resolution or in the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting: (a) the extension of the maturity of any Bond issued hereunder; (b) the reduction in the principal amount of any Bond or the alteration of the rate or rates of interest thereon or any other modification of the terms of payment of such principal or interest; (c) the reduction of the percentage of the principal amount of outstanding Bonds required for consent to such Supplemental Resolution; or (d) the creation of any lien on the Net Revenues of the System prior to or superior to the lien created as the security for the payment of the Bonds, without the consent of each Bondholder.

Notwithstanding the foregoing, approval by the bondholders shall not be required for any Supplemental Resolution not inconsistent with the terms and provisions of the Bond Resolution (i) to cure any ambiguity or formal defect or omission in the Bond Resolution, (ii) to provide for the issuance of Additional Bonds in accordance with the terms of the Bond Resolution (including, without limitation the addition of events of default and remedies relating to any Additional Bonds), (iii) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders by the City, (iv) to further expand or clarify the amounts required to be paid into the Sinking Fund and the timing thereof; (v) to provide for the deposit into the Reserve Account of a Debt Service Reserve Surety Bond; (vi) to modify, amend or supplement the Bond Resolution in such manner as to permit the qualification of the Bond Resolution or any Supplemental Resolution under the Trust Indenture

Act of 1939 or any federal statute hereinafter in effect; (vii) to make any modification or amendment of the Bond Resolution required in order to make the Bonds eligible for acceptance by a Securities Depository or to permit the issuance of the Bonds or interests therein in Book-Entry Form; (viii) to modify any of the provisions of the Bond Resolution in any respect provided that such modification shall not be effective until after the Bonds outstanding immediately prior to the effective date of such Supplemental Resolution shall cease to be outstanding and further provided that any Bonds issued contemporaneously with or after the effective date of such supplemental proceedings shall contain a specific reference to the modifications contained in such subsequent proceedings; or (ix) to make any other changes that in the opinion of counsel is not materially adverse to the interests of the bondholders.

### **Section 9.2 Notice.**

After any Supplemental Resolution requiring the consent of the bondholders shall have been adopted, the City shall cause a notice of the adoption of such Supplemental Resolution to be mailed, postage prepaid, to all registered owners of Bonds appearing on the bond registration book kept by the Bond Registrar.

### **Section 9.3 Required Approval.**

No Supplemental Resolution requiring the consent of the bondholders shall become effective unless the owners of at least a majority of the principal amount of outstanding Bonds shall have filed with the City within three months after the date of adoption of such Supplemental Resolution properly executed instruments approving the adoption of such Supplemental Resolution, each such instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 6 of this Article.

### **Section 9.4 Legal Action.**

(a) Any action or proceeding in any court objecting to such Supplemental Resolution or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any bondholder of any instrument purporting to approve the adoption of such Supplemental Resolution, or to enjoin or restrain the City from taking any action pursuant to the provisions thereof, must be commenced within thirty (30) days after the City shall have determined that the adoption of such Supplemental Resolution has been duly approved.

(b) Upon the expiration of such thirty (30) day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such Supplemental Resolution becoming final, this Bond Resolution and any Supplemental Resolutions shall be, and be deemed to be, modified and amended in accordance with such Supplemental Resolution, and the respective rights, duties and obligations under the Bond Resolution and any Supplemental Resolution and all owners of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder, subject, in all respects, to such modifications and amendments.

**Section 9.5 Incorporation.**

Any Supplemental Resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Bond Resolution and all conditions of this Bond Resolution for any and all purposes, and shall be effective as to all owners of Bonds then outstanding and no notation or legend of such modifications and amendments shall be required to be made thereon.

**Section 9.6 Proof of Ownership.**

Any request, waiver, direction, consent or other instrument required by the Bond Resolution to be signed or executed by bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the writing appointment such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of the Bond Resolution and shall be conclusive in favor of the City with regard to any action taken under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Bonds shall be determined and proved by reference to the bond registration book kept by the Bond Registrar for such issue of Bonds and the City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the City in pursuance of such request or consent.

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

**Section 10.1 Severability.**

In case any one or more of the provisions of the Bond Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of the Bond Resolution or the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

**Section 10.2 Contract.**

(a) The provisions of the Bond Resolution shall constitute a contract by and between the City, any provider of a Debt Service Reserve Surety Bond and the owners of the Bonds, and

the Bond Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds, nor shall the City pass any proceedings in any way adversely affecting the rights of such owners or issuers, so long as any of the Bonds authorized by the Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

(b) The provisions of the Bond Resolution and every appropriate sentence hereof shall be construed as including and as being applicable to any Additional Bonds issued by the City, and any Additional Bonds issued by the City shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Series 2016 Bonds and pursuant to the terms of the Bond Resolution.

(c) Any subsequent proceedings authorizing the issuance of Additional Bonds issued by the City as provided in the Bond Resolution shall in nowise conflict with the terms and conditions of the Bond Resolution, but shall, for all legal purposes, reaffirm all of the applicable covenants, agreements and provisions of the Bond Resolution for the equal protection and benefit of all bondholders.

### **Section 10.3 Validation.**

The Bonds herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Bond Resolution and a copy thereof shall be served upon the District Attorney of the Flint Judicial Circuit, in order that proceedings for the above purpose be instituted in the Superior Court of Henry County.

### **Section 10.4 Repealer.**

Any and all resolutions or parts of resolutions in conflict with this Bond Resolution this day adopted be and the same are hereby repealed, and this Bond Resolution shall be in full force and effect from and after its adoption.

### **Section 10.5 General Authority.**

Any officer of the City is hereby authorized to execute and deliver all other documents and certificates necessary to affect the transactions contemplated by this Bond Resolution and to make covenants on behalf of the City. All actions heretofore taken and all documents heretofore executed in connection with the transactions contemplated by this Bond Resolution are hereby ratified and approved. If the Mayor or the City Clerk is unable or unwilling to carry out the transactions contemplated by the terms of this Bond Resolution or to execute any documents authorized herein, including but not limited to the Bonds, the Mayor Pro-Tem or Assistant City Clerk are hereby authorized to act/sign on behalf of the Mayor and City Clerk, respectively.

### **Section 10.6 Waiver of Audit Requirement.**

The waiver of the performance audit or performance review by the City with respect to the Series 2016 Bonds as such terms are described in O.C.G.A Section 36-82-100(d) is hereby authorized and approved.

**Section 10.7 Bank Qualified Designation.**

The City hereby designates the Series 2016 Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code and covenants that the Series 2016 Bonds do not constitute “private activity bonds,” as defined in Section 141 of the Code, and that not more than \$10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including the Series 2016 Bonds, have been or shall be issued by the City, including all subordinate entities of the City and all entities that issue obligations on behalf of the City, during the calendar year 2016.

Adopted and approved this September 13, 2016.

**CITY OF HAMPTON, GEORGIA**

**(SEAL)**

By: \_\_\_\_\_  
Mayor

Attest:

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

## **EXHIBIT A**

### **Form of Investment Letter**

City Counsel  
Hampton, Georgia

Re: \$7,778,000 City of Hampton, Georgia Water and  
Sewerage Revenue Refunding Bonds, Series 2016

Ladies and Gentlemen:

In connection with the purchase by the undersigned of the referenced bonds (the "Bonds"), the undersigned hereby represents, warrants, covenants and agrees as follows:

1. The undersigned is a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act of 1933, as amended (the "1933 Act")).

2. The undersigned is purchasing the Bonds for investment (the "Investment") for its own account (and for no other account) and is not purchasing the Bonds for resale or other disposition or with a view to distributing the Bonds, and the undersigned has no present intention of reselling or otherwise disposing of all or any part of the Bonds or dividing its interest therein; provided, however, that the undersigned reserves the right to sell, transfer or otherwise dispose of the Bonds, in whole, but not in part, and only to an entity:

(a) that is an affiliate of the undersigned; or

(b) that executes an investor letter similar in form and substance to this Investment Letter.

The undersigned acknowledges and agrees that if the Bonds are transferred in the manner described in clause (a) of this paragraph 2, the Bonds may not subsequently be transferred by an affiliate of the undersigned unless the transferee meets the requirements of this paragraph 2.

3. In reaching the conclusion that it desires to acquire the Bonds, the undersigned has carefully evaluated all risks associated with this investment and acknowledges that it is able to bear the economic risk of this investment. The undersigned, by reason of its knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of the investment in the Bonds. The representations in this letter shall not relieve the seller of the Bonds to the undersigned from any obligation to disclose any information required by the documents entered into in connection with the sale of the Bonds to the undersigned or required by any applicable law.

4. If the proposal and offer herein contained is satisfactory to you, you may so indicate by having the following acceptance executed by your duly authorized officer and by

returning a copy to us. This Investment Letter and your acceptance will then constitute an agreement with respect to the matters herein contained as of the date hereof. This Investment Letter is expressly for your benefit and may not be relied upon by any other party.

Very truly yours,

**[NAME OF BOND BUYER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted as of the date first written above:

**CITY OF HAMPTON, GEORGIA**

By: \_\_\_\_\_  
Mayor

**CITY CLERK'S CERTIFICATE**

**GEORGIA, HENRY COUNTY**

The undersigned City Clerk of the City of Hampton, Georgia (the "City"), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the resolution adopted by the City Council of the City of Hampton, Georgia at an open public meeting duly called and lawfully assembled on September 13, 2016, authorizing the issuance of \$7,778,000 in original principal amount of City of Hampton, Georgia Combined Utility System Revenue Refunding Bonds, Series 2016, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

**WITNESS** my hand and the official seal of the City of Hampton, Georgia this September 13, 2016.

**(SEAL)**

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

**Pat W.**

---

**From:** MARK G WHITLEY <mgwhitley@bellsouth.net>  
**Sent:** Thursday, September 08, 2016 6:55 PM  
**To:** Pat W.  
**Subject:** Re: mayor council meeting agenda

Lets move forward with asking them to make a decision that night. I will try to get them informed so that are not blind sided. Thanks, Mark

---

**From:** Pat W. <PatW@hamptonga.gov>  
**To:** MARK G WHITLEY <mgwhitley@bellsouth.net>  
**Sent:** Thursday, September 8, 2016 4:19 PM  
**Subject:** RE: mayor council meeting agenda

That is totally up to you. They do not like hearing something and voting on the same night but they have.

Pat

---

**From:** MARK G WHITLEY [mailto:mgwhitley@bellsouth.net]  
**Sent:** Thursday, September 08, 2016 3:45 PM  
**To:** Pat W. <PatW@hamptonga.gov>  
**Subject:** Re: mayor council meeting agenda

I would like to ask for a decision or do you think it is best to first bring it up for discussion and ask for a decision later.

---

**From:** Pat W. <PatW@hamptonga.gov>  
**To:** MARK G WHITLEY <mgwhitley@bellsouth.net>  
**Sent:** Thursday, September 8, 2016 2:49 PM  
**Subject:** RE: mayor council meeting agenda

Mark

This is only to discuss? You are not asking for any decision that night, correct?

Pat

---

**From:** MARK G WHITLEY [mailto:mgwhitley@bellsouth.net]  
**Sent:** Thursday, September 08, 2016 12:30 PM  
**To:** Pat W. <PatW@hamptonga.gov>  
**Subject:** mayor council meeting agenda

Can you add the DDA to the agenda to discuss DDA Loan. Thanks, Mark

**ORDINANCE NO. 426**

**TO ADOPT AN APPROPRIATIONS ORDINANCE FOR THE OPERATING BUDGET OF THE CITY OF HAMPTON, GEORGIA, TO BE IN EFFECT FOR THE 2017 FISCAL YEAR**

**WHEREAS**, the Mayor and Council of the City of Hampton (“City”) have prepared the proposed 2017 annual budget for the City; and

**WHEREAS**, the proposed budget was presented to the governing body for study and comment more than ninety days prior to the beginning of fiscal year 2017, on January 1, 2017; and

**WHEREAS**, a budget hearing was held on August 11, 2016; and

**WHEREAS**, a public meeting upon the budget welcoming public input and comment was advertised prior to the meeting date of August 30, 2016; and

**WHEREAS**, a notice of the hearing to adopt the proposed budget was published in the Sunday, September 10, 2016 edition of The Daily Herald; and

**WHEREAS**, the Mayor and Council of the City of Hampton, Georgia, in the exercise of their sound judgment and discretion, after giving thorough thought to all the implications involved, and having determined it to be in the public interest and welfare of the citizens of the City of Hampton that this Ordinance be adopted.

**THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS**

**Section 1.** That the proposed 2017 budget for the City of Hampton, Georgia, attached to this Ordinance in its entirety as Exhibit “A”, and as presented at the meeting of the City Council, be and is hereby adopted as the 2017 budget for the City of Hampton in accordance with the City’s Charter provision 6.30(b). Said budget shall be included as part of the Minutes of the meeting of the City Council and thereby become part of the record of that meeting.

**Section 2.** The Clerk of the City of Hampton is hereby instructed to incorporate this Ordinance and the attached Budget into the Minutes of the meeting at which this Ordinance is adopted.

**Section 3.**

- A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
  
- B. It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
  
- C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 4. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and Council of Hampton.

SO ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Hutchison, Mayor

ATTEST:

\_\_\_\_\_  
Pat Watson, City Clerk

First Reading: \_\_\_\_\_

Second Reading/Adoption: \_\_\_\_\_

**RESOLUTION NO. 16-20**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES WITH ZAYO GROUP, LLC; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

**WHEREAS**, the governing authority of the City of Hampton, Georgia (the “City”), is the duly elected Mayor and City Council thereof; and

**WHEREAS**, the City’s Charter gives the City Council power over all roads and streets in the City and the power to grant franchises; and

**WHEREAS**, the City previously approved a Uniform Municipal Telecommunications Right-of-Way Registration Application (“Application”) with Zayo Group, LLC (“Zayo”) to permit Zayo to place lines and facilities in the City’s rights-of-way; and

**WHEREAS**, in furtherance of the application, Zayo now submits a Pole Attachment License Agreement for Distribution Poles (“Agreement”) to the City for its execution in order to place lines and facilities in the City’s rights-of-way; and

**WHEREAS**, the City Council believes that it is in the best interests of the City to execute the Contract with Zayo under the terms and conditions contained therein.

**NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:**

- 1. BE IT RESOLVED THAT** Steve Hutchison, Mayor of the City of Hampton, is hereby authorized to execute on behalf of the City the Contract with

Zayo in the form attached hereto as Exhibit "A" and under the terms and conditions contained therein.

2. This Resolution shall become effective immediately upon its adoption by the City Council.

**DULY ADOPTED** this \_\_\_\_ day of September, 2016.

**CITY OF HAMPTON, GEORGIA**

\_\_\_\_\_  
Steve Hutchison, Mayor

**ATTEST:**

\_\_\_\_\_  
Pat Watson, City Clerk

(SEAL)