

CITY OF MANSFIELD
SPECIAL CALLED MEETING
AGENDA

Special Called Meeting Agenda
December 5, 2016 – 6:30 p.m.
Mansfield Community Center

- I. **Call to Order:** *Mayor Jefferson Riley*
- II. **Agenda Revisions and Approval:**
- III. **Invocation:**
- IV. **Pledge of Allegiance:**
- V. **Mayor's Welcome and Comments:** *Mayor Jefferson Riley*
- VI. **New Business:**
 - a. Approve Ordinance #O-120516 to complete the annexation of the 13.868 acres on Hwy 213 as described in attached Appendix A.
 - b. Approve Resolution #R120516 for the 2017 SPLOST Intergovernmental Agreement as attached Exhibit A.
- VII. **Adjournment:**

CITY OF MANSFIELD

SPECIAL CALLED MEETING

MINUTES

Special Called Meeting Minutes
December 5, 2016 – 6:30 p.m.
Mansfield Community Center
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PRESENT: Jefferson Riley, Chris Fulmer, Perry Lunsford, Lisa Dunn, Helen Robertson, Bryan hale

The honorable-mayor Jefferson Riley called the Special Called Meeting to order promptly at 6:30pm and immediately revised the agenda to include item c. Christmas Tree Lighting and asked for a Motion to approve the revised agenda. Councilman Perry Lunsford made the Motion and Councilman Bryan Hale gave the Second. All council present voted 'aye'. The Motion to approve the revised agenda Passed.

The honorable-mayor Jefferson Riley gave the invocation, which included a prayer for Wayne Blackwell's daughter who had been in an automobile accident. He also lead everyone in the pledge of allegiance.


Councilman Perry Lunsford made the Motion to approve Ordinance #O-120516 to complete the annexation of the 13.868 acres on Hwy 213 as described in attached Appendix A, also attached to these Minutes. Councilman Bryan Hale gave the Second. In discussion, Councilman Perry Lunsford asked how the project was going. The honorable-mayor Jefferson Riley commented that they are planning to begin erecting the building after the 1st of the year. He also shared that Electric Cities of Georgia is going to contact Mr. Ricky Bruce regarding the electric service to this development. Councilwoman Lisa Dunn commented that she wants to be sure all commercial electric rates are fair to all. The honorable-mayor Jefferson Riley asked for a vote on the motion and all council present voted 'aye'. The Motion Passed.

Moving along, Councilman Perry Lunsford made the Motion to approved Resolution #R120516 for the 2017 SPLOST Intergovernmental Agreement as attached Exhibit A, also attached to these minutes. Councilman Bryan Hale gave the Second. Councilman Perry Lunsford asked how much money could the City possibly get if the SPLOST referendum passed. City Clerk, Jeana Hyde, answered \$385,560. The honorable-mayor

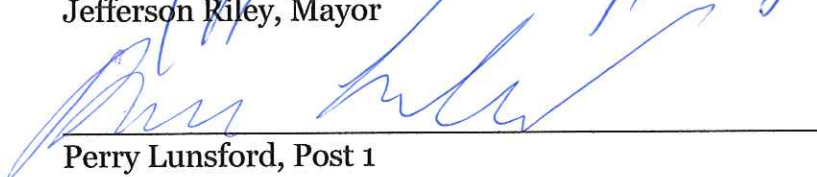
Jefferson Riley asked for a vote on the motion and all council present voted 'aye'. The Motion Passed.

The honorable-mayor Jefferson Riley asked Councilman Bryan Hale to give an update on the Christmas Tree Lighting event to be held Saturday, December 10th in the City Center from 5:30 – 7:30. Councilman Hale replied that it was going pretty good. There will be cotton candy and Blackwell's Grocery is donating goodie bags. The Mansfield Baptist Church has donated a case of lights and the Methodists Church may be doing some refreshments. He was sad to say there would not be a Mrs. Clause. Councilwoman Lisa Dunn offered to donate lemonade and Councilwoman Helen Robertson is donating cups and plates. The honorable-mayor Jefferson Riley, Councilman Perry Lunsford and Councilman Bryan Hale will be hanging lights on Friday as well.

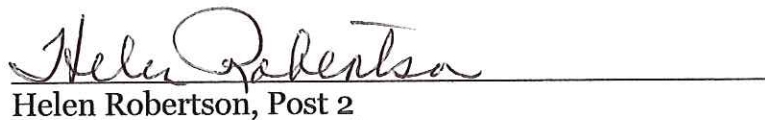
The honorable-mayor Jefferson Riley thanked everyone for attending the Special Called Meeting and it was adjourned.



Jefferson Riley, Mayor



Perry Lunsford, Post 1



Helen Robertson, Post 2



Christopher Fulmer, Mayor-Pro-Tem, Post 3

Lisa Dunn, Post 4



Bryan Hale, Post 5

COPY

#O-120516

AN ORDINANCE TO ANNEX PROPERTY INTO THE CITY OF MANSFIELD, GEORGIA, PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Blackwell and Bruce, Inc. (the "Owner") petitioned the City Council of the City of Mansfield, Georgia for annexation of real property located on Highway 213 and described in Exhibit A attached hereto (the "Property");

WHEREAS the Property is contiguous to the boundary of the City of Mansfield;

WHEREAS, the City notified the Newton County Board of Commissioners of the Owner's petition annex the Property into the City, and, after consideration, the Board of Commissioners of Newton did not object to the proposed annexation;

WHEREAS, after thoughtful consideration, the City Council of the City of Mansfield, Georgia is in favor of such petition

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF MANSFIELD:

Section 1. The Property owned by Owner as described in Appendix A which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Mansfield and is made a part of said city.

Section 2. This ordinance shall become effective on the 5th day of December, 2016.

Section 3. The Mayor, City Clerk, and City Attorney of the City of Mansfield are authorized and instructed to take any and all action, and to execute any documents necessary or in good faith believed necessary to complete the annexation of the Property and/or to timely notify the appropriate state and local governmental agencies of such annexation.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are repealed.

SO ORDAINED this the 5th day of DECEMBER, 2016.

CITY OF MANSFIELD, GEORGIA

By: Jefferson Riley, Mayor
Jefferson Riley, Mayor

ATTEST:

Jeana Hyde, City Clerk
Jeana Hyde, City Clerk



Legal Description of the Property to be Annexed

All that tract or parcel of land lying and being in Land Lots 185, 206, and 207 of the 19th Land District, Newton County, Georgia containing 13.868 acres, and being more particularly described as follows:

Commencing at the Approximate Land Lot Corner of 184, 185, 206 and 207; Thence along the Land Lot Line common to Land Lots 206 and 207, S 52°46'01" W a distance of 459.47' to a Found 3/4" Rebar on the Southerly Right of Way Line of County Road #213 (60' R/W), said point is the POINT OF BEGINNING;

From the POINT OF BEGINNING, Thence leaving said land lot line, continue along said Right of Way Line S 87°00'56" E a distance of 623.32' to a Found 3/4" Rebar on the land lot line common to land lots 206 and 185; Thence along said Right of Way Line S 87°14'26" E a distance of 498.51' to a Found 3/4" Rebar at the intersection of said right of way line and the Westerly right of way line of Zeigler Road (30' R/W); Thence along said Westerly right of way line S 16°21'32" W a distance of 444.69', to a found 3/4" rebar on the land lot line common to land lots 206 and 185; Thence leaving said right of way line, and continue along said land lot line S 39°35'17" E a distance of 36.21' to a found 3/4" rebar on the Easterly right of way line of Zeigler Road (30' R/W); Thence leaving said right of way line, continue along said land lot line N 39°44'37" W a distance of 130.84' to a found 3/4" rebar on the Northerly right of way line of the Central of Georgia Railroad (100' R/W); Thence leaving said land lot line, continue along said right of way line N 80°17'53" W a distance of 1553.11' to a found 3/4" rebar; Thence leaving said right of way line N 50°47'52" E a distance of 553.62' to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING TRACT:

All that tract or parcel of land lying and being in Land Lot 185 of the 19th Land District, Newton County, Georgia as shown on survey prepared for Blackwell and Bruce, Inc. prepared by Mark D. Patrick, Georgia Registered Land Surveyor No. 2791, dated September 16, 2016 and recorded in Plat Book _____ Page _____, Newton County, Georgia Records and more particularly described as follows:

To arrive at the Point of Beginning, begin at the intersection of southern right-of-way of County Road 213 (60' right-of-way) and the western right-of-way of Ziegler Road (50' right-of-way) thence run North 87 degrees 14 minutes 26 seconds West 25.31 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, South 87 degrees 14 minutes 26 seconds West a distance of 30.00 feet to a point, thence South 02 degrees 45 minutes 34 seconds West a distance of 25.0 feet to a point; thence South 87 degrees 14 minutes 26 seconds East a distance of 30.00 feet to a point; thence North 02 degrees 45 minutes 34 seconds East a distance of 25.00 feet to a point on the Southern right-of-way of County Road 213 (60' right-of-way) and the TRUE POINT OF BEGINNING.

CITY OF MANSFIELD, GEORGIA
RESOLUTION #R120516

COPY

WHEREAS, O.C.G.A. 48-8-110 *et seq.* authorizes the imposition of a one percent county special purpose local option sales tax (SPLOST) for the purposes *inter alia* of financing capital outlay projects to be owned or operated by the county and one or more municipalities; and

WHEREAS, Newton County, Georgia, ("Newton County"), the City of Covington, Georgia, the City of Mansfield, Georgia, the City of Newborn, Georgia, the City of Oxford, Georgia, and the City of Porterdale, Georgia (collectively the "Municipalities") desire to utilize the proceeds of a SPLOST for the one or more of the purposes authorized under O.C.G.A. 48-8-111(a)(1).

WHEREAS, on November 14, 2016, the City Council of the City of Mansfield, Georgia passed a resolution (R111416B) approving and authorizing execution of an Intergovernmental Agreement between Newton County and the Municipalities of Newton County concerning a one percent (1%) County Special Purpose Local Option Sales Tax enacted pursuant to O.C.G.A. 48-8-110 *et seq.*; subject to certain conditions;

WHEREAS, subsequent to resolution R111416B Newton County and the Municipalities agreed to certain revisions to the Intergovernmental Agreement.

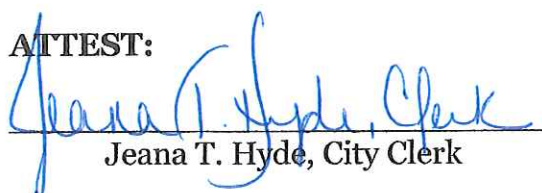
NOW, THEREFORE, BE IT RESOLVED all prior authorization are rescinded, the Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein, addressing the disbursement of SPLOST proceeds among Newton County and the Municipalities and other related matters is hereby approved, and the Mayor of the City of Mansfield, Georgia is authorized to execute the Intergovernmental Agreement on behalf of the City Council and to affix the seal of the City thereto.

This the 5th day of December, 2016.

CITY OF MANSFIELD, GEORGIA

BY: 
Jefferson R. Riley, Mayor

ATTEST:


Jeana T. Hyde, City Clerk



**RESOLUTION REQUESTING THE CALLING OF A SPECIAL
ELECTION TO IMPOSE A COUNTY ONE PERCENT SPECIAL
PURPOSE LOCAL OPTION SALES AND USE TAX**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA CONTINUING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX AS AUTHORIZED BY O.C.G.A. § 48-8-110, *ET SEQ.*, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT FOR NEWTON COUNTY; REQUESTING THE BOARD OF ELECTIONS OF NEWTON COUNTY TO CALL AN ELECTION OF THE VOTERS OF NEWTON COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX AND THE ISSUANCE OF SUCH DEBT; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-8-110, *et seq.* (the “Act”) authorizes the imposition of a county one percent special purpose local option sales and use tax (the “Sales and Use Tax”) for the purpose, *inter alia*, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of Newton County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Newton County, Georgia (the “County”) that the Sales and Use Tax be continued in a special district within the County to raise approximately \$64,800,000 for the purpose of funding certain capital outlay projects (the “Projects”); and

WHEREAS, representatives of the Board of Commissioners and the Mayors or designees of the City of Covington, Georgia, the City of Mansfield, Georgia, the Town of Newborn, Georgia, the City of Oxford, Georgia, and the City of Porterdale, Georgia (collectively, the “Municipalities”) met on October 18, 2016 to discuss possible projects for inclusion in the Sales and Use Tax referendum to be held on the 21st day of March, 2017 (the “Election”) in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the above-referenced meetings occurred at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with the Municipalities with respect to the division of the Sales and Use Tax; and

WHEREAS, the Municipalities have a combined population under the 2010 decennial census that exceeds 50% of the aggregate municipal population located within the special district of the County; and

WHEREAS, the Board of Commissioners desires that the Board of Elections of Newton County (the "Election Board") call the Election and further desires that the Election Board be furnished with a certified copy of this Resolution in connection with such request.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Newton County, Georgia as follows:

A. Assuming the question of imposing the Sales and Use Tax is approved by the voters of the special district in the Election, the Sales and Use Tax shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects and to pay interest on the Debt (hereinafter defined), a Sales and Use Tax in the amount of one percent (1%) on all sales and uses in the special district of the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
2. The proceeds of such tax are to be used to fund the Projects and to pay interest on the Debt. The Projects consist of "County Projects" and "Municipal Projects." The County Projects, the Municipal Projects, and the estimated costs are set forth below:

<u>County Projects</u>	<u>Estimated Costs</u>
Transportation	\$18,330,793
Debt Service/Retirement	\$10,403,963
E911 Communications Co-occupied	\$3,666,159
Westside Youth Outreach Facility	\$495,427
Senior Expansion	\$1,783,537
Recreation Department existing facilities	\$990,854
District 2 Improvements	\$495,426
Springhill Park Facility	\$495,426
Porterdale Park Upgrades	\$148,628
District 4 Existing Park Upgrades	\$495,427
Chimney Park	\$99,085
Yellow River Trail	\$1,337,652
Library	\$495,427
Animal Control Facility and Equipment	\$1,199,488
Washington Street land acquisition	\$495,427
Sheriff Office Upgrade existing facilities	\$2,972,561
Solid Waste	\$1,387,195
Fleet Replacement and Equipment	\$3,467,988

Fire Services	\$792,683
Economic Development (IDA)	\$990,854
Total	\$50,544,000

Municipal Projects **Estimated Costs**

City of Covington	
Transportation projects	\$4,029,944
Sanitary Sewer Inspection and Construction	\$1,575,000
Public Safety	\$3,820,817
Total	\$9,425,761

City of Oxford	
Water and Sewer System	\$500,000
Transportation	\$500,000
Parks and Recreation	\$400,000
Public Safety	\$100,965
Total	\$1,500,965

City of Porterdale	
Public Works, Roads, Transportation, Parks Maintenance	\$393,600
Yellow River Park	\$370,314
Municipal Building	\$1,574,000
Gymnasium Improvements	\$98,800
Total	\$2,436,714

Town of Newborn	
Roads	\$228,150
Public Safety	\$50,700
Facility	\$126,750
Parks/Rec	\$101,400
Total:	\$507,000

City of Mansfield	
Transportation and/or Infrastructure	\$192,780
Facilities and/or Historical Facilities	\$77,112
Public Safety	\$115,668
Total:	\$385,560

3. The Sales and Use Tax is to be imposed for a period of six years commencing upon the expiration of the sales and use tax currently in effect.

B. General Obligation Debt.

1. Assuming the question of imposing the Sales and Use Tax is approved by the voters of the special district in the Election, the County is hereby authorized to issue general obligation debt (the "Debt") (in whole or in part and in one or more series), secured by the proceeds of the Sales and Use Tax, in a maximum aggregate principal amount of \$15,000,000. The proceeds of the Debt, if issued, shall be used to pay all or a portion of the costs of the County Projects, capitalized interest on the Debt and the costs of issuing the Debt. The Debt shall bear interest from the first day of the first month during which the Debt is to be issued or from such other date as may be designated by the County prior to the issuance of the Debt, at a rate(s) to be determined in a supplemental resolution to be adopted by the County prior to the issuance of the Debt, which rate(s) shall not exceed 5% per annum. The amount of principal to be paid in each year during the life of the Debt shall be as follows:

<u>Year</u>	<u>Maximum Principal Payable in Such Year</u>
2018	\$2,350,000
2019	\$2,420,000
2020	\$2,465,000
2021	\$2,525,000
2022	\$2,585,000
2023	\$2,655,000

2. The proceeds of the Debt shall be deposited by the County in a separate fund or account. Any interest earned on such fund or account shall belong to the County.
3. The Sales and Use Tax proceeds received in any year by the County pursuant to the imposition of such tax shall first be used for paying the debt service requirements on the Debt for any such year before such proceeds are applied to any of the County Projects. Proceeds of the Sales and Use Tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be deposited in a separate fund to be maintained by the County and applied toward funding the County Projects to the extent such projects have not been funded with Debt proceeds, all as more fully provided for in the Agreement.
4. Any brochures, listings, or other advertisements issued by the Board of Commissioners or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners, shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Board of Commissioners in the expenditure of such Debt or interest received from such Debt to the extent provided in Section 36-82-1 of the Official Code of Georgia Annotated.

C. Call for the Election; Ballot Form; Notice.

1. The Board of Elections, as election superintendent (the "Election Superintendent"), is hereby requested to call the Election in all voting precincts in the County on the 21st day of March, 2017 for the purpose of submitting to the qualified voters of Newton County the question set forth in paragraph 2 below. The Election Superintendent shall be furnished with a certified copy of the Resolution in connection with this request.
2. The ballots to be used in the Election shall have written or printed thereon substantially the following:
 - “() Yes. Shall a one percent special purpose local option sales and use tax be continued in the special district of Newton County for a period of time of six years and for the raising of an estimated amount of
 - () No. \$64,800,000 for the purpose of (1) funding transportation, debt service/retirement, E911 communications, Westside Youth Outreach Facility, senior expansion, recreation department existing facilities, District 2 improvements, Springhill Park facility, Porterdale Park upgrades, District 4 existing park upgrades, Chimney Park, Yellow River Trail, library, animal control facility and equipment, Washington Street land acquisition, sheriff office upgrade to existing facilities, solid waste fleet replacement and equipment, fire services, and economic development (Industrial Development Authority) in Newton County; (2) funding transportation projects, sanitary sewer inspection and construction, and public safety in the City of Covington; (3) funding water and sewer system, transportation, parks and recreation, and public safety in the City of Oxford; (4) funding public works, roads, transportation, parks maintenance, Yellow River Park, municipal building, and gymnasium improvements in the City of Porterdale; (5) roads, public safety, facilities, and parks/recreation in the Town of Newborn; and (6) funding transportation and/or infrastructure, facilities and/or historical facilities, and public safety in the City of Mansfield? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of the general obligation debt of Newton County in the principal amount of not to exceed \$15,000,000 for the purpose of funding all or a portion of the County projects.”
3. It is hereby requested that the Election be held by the Election Superintendent in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Election Superintendent canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue of the State of Georgia.

4. The Election Superintendent is hereby authorized and requested to publish a notice of the Election as required by law in the newspaper in which Sheriffs advertisements for the County are published once a week for four weeks immediately preceding the date of the Election and to publish a Call of the Election as required by law in said paper ninety (90) days preceding the date of the Election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A."
- D. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent issue the call for the Election.
- E. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of the Sales and Use Tax.
- F. The Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 6th day of December, 2016.

COUNTY OF NEWTON, GEORGIA

By: _____
William K. Ellis, Chairman

[County Seal]

Attest:

Clerk

EXHIBIT "A"

**NOTICE OF ELECTION TO THE QUALIFIED VOTERS OF NEWTON COUNTY,
GEORGIA**

NOTICE IS HEREBY GIVEN that on the 21st day of March, 2016, an election will be held at the regular polling places in all the election districts of Newton County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a one percent special purpose local option sales and use tax (the "Sales and Use Tax") shall be continued on all sales and uses in the special district created in the County for a period of six years commencing upon the expiration of the Sales and Use Tax currently in effect for the raising of approximately \$64,800,000 for the purpose of funding capital outlay projects specified in the form of the ballot set forth below.

If imposition of the tax is approved by the voters, such vote shall also constitute an approval of the issuance of general obligation debt of the County secured first by the Sales and Use Tax in the maximum aggregate principal amount not to exceed \$15,000,000 (the "Debt"). The proceeds of the Debt, if issued, shall be used to pay the costs of (i) all or a portion of the County's projects, (ii) capitalized interest on the Debt and (iii) the costs of issuing the Debt.

The Debt, if so authorized, may be issued by the County in whole or in part and in one or more series and shall bear interest at rates not exceeding 5% per annum from the first day of the month during which the Debt is to be issued or from such other date as may be designated by the County prior to the issuance of the Debt. The actual rate or rates shall be determined in a supplemental resolution to be adopted by the County prior to the issuance of the Debt. The amount of principal to be paid in each year during the life of such Debt shall be as follows:

<u>Year</u>	<u>Maximum Principal Payable in Such Year</u>
2018	\$2,350,000
2019	\$2,420,000
2020	\$2,465,000
2021	\$2,525,000
2022	\$2,585,000
2023	\$2,655,000

Any brochures, listings, or other advertisements issued by the Board of Commissioners or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners, shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Board of Commissioners in the expenditure of such Debt or interest received from such Debt to the extent provided in Section 36-82-1 of the Official Code of Georgia Annotated.

The principal and interest on the Debt are expected to be paid from proceeds of the Sales and Use Tax and shall be payable in lawful money of the United States of America.

Pursuant to O.C.G.A. 36-82-100, the County notifies all interested parties that no independent performance audit or performance review (the "Audit") will be conducted with respect to the Debt. However the County will continue to ensure that Debt proceeds are expended efficiently and economically, as intended by the Audit.

The ballots to be used at the Election shall have written or printed thereon substantially the following:

- “() Yes. Shall a one percent special purpose local option sales and use tax be continued in the special district of Newton County for a period of time of six years and for the raising of an estimated amount of \$64,800,000 for the purpose of (1) funding transportation, debt service/retirement, E911 communications, Westside Youth Outreach Facility, senior expansion, recreation department existing facilities, District 2 improvements, Springhill Park facility, Porterdale Park upgrades, District 4 existing park upgrades, Chimney Park, Yellow River Trail, library, animal control facility and equipment, Washington Street land acquisition, sheriff office upgrade to existing facilities, solid waste fleet replacement and equipment, fire services, and economic development (Industrial Development Authority) in Newton County; (2) funding transportation projects, sanitary sewer inspection and construction, and public safety in the City of Covington; (3) funding water and sewer system, transportation, parks and recreation, and public safety in the City of Oxford; (4) funding public works, roads, transportation, parks maintenance, Yellow River Park, municipal building, and gymnasium improvements in the City of Porterdale; (5) roads, public safety, facilities, and parks/recreation in the Town of Newborn; and (6) funding transportation and/or infrastructure, facilities and/or historical facilities, and public safety in the City of Mansfield? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of the general obligation debt of Newton County in the principal amount of not to exceed \$15,000,000 for the purpose of funding all or a portion of the County projects.”
- () No.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of the County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be February 21, 2017.

Those residents of the County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Elections of Newton County, adopted on December 6, 2016.

Board of Elections of Newton County

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF NEWTON

The undersigned Clerk of the Newton County Board of Commissioners (the "Board") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution duly adopted by the Board on the 6th day of December, 2016, in connection with the request to call an election to be held on the 21st day of March, 2017 the original of which resolution has been duly recorded in the Minute Book of the Board which is in my custody and control.

Witness my hand and the official seal of said Board this 6th day of December, 2016.

Clerk

(SEAL)

RESOLUTION

A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND MUNICIPALITIES OF NEWTON COUNTY CONCERNING A ONE PERCENT (1%) SPECIAL PURPOSE LOCAL OPTION SALES TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 *ET SEQ.*; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. §48-8-110 *et seq.* authorizes the imposition of a one percent county special purpose local option sales tax (SPLOST) for the purposes *inter alia* of financing capital outlay projects to be owned or operated by the County and one or more municipalities; and

WHEREAS, Newton County, Georgia, the City of Covington, Georgia, the City of Mansfield, Georgia, the City of Newborn, Georgia, the City of Oxford, Georgia, and the City of Porterdale, Georgia (the "Municipalities") desire to utilize the proceeds of a SPLOST for the one or more of the purposes authorized under O.C.G.A. § 48-8-111 (a)(1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Newton County, Georgia as follows:

1. The attached intergovernmental agreement addressing the disbursement of SPLOST proceeds among Newton County and the Municipalities and other related matters is hereby approved.

2. The Chairman of the Newton County Board of Commissioners is authorized to execute the intergovernmental agreement on behalf of the Board of Commissioners of Newton County, Georgia and to affix the seal of the County thereto.

3. All resolutions, or parts of resolutions, in conflict herewith are repealed.

This the ____ day of _____, 2016.

NEWTON COUNTY, GEORGIA

By: _____
Keith Ellis, Chairman

ATTEST:

Jackie Smith, County Clerk

{SEAL}

**STATE OF GEORGIA
COUNTY OF NEWTON**

**SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental AGREEMENT (the "AGREEMENT") is made this _____ day of _____, 201__ by and between Newton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Covington, Georgia, a municipal corporation, the City of Mansfield, Georgia, a municipal corporation, the Town of Newborn, Georgia, a municipal corporation, the City of Oxford, Georgia, a municipal corporation, and the City of Porterdale, Georgia, a municipal corporation (hereinafter the "Municipalities"), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent County Special Purpose Local Options Sales Tax (the "SPLOST") for purposes of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and the Municipalities met together on October 18, 2016 to discuss possible projects for inclusion in the SPLOST referendum in substantial conformity with the requirements of Section 48-8-111(a) of the Act; and

WHEREAS, Section 48-8-111(a)(1) of the Act authorizes capital outlay projects that may be funded by the County or one or more "qualified municipalities" within the "special district" (as such terms are defined in the Act); and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act; and

WHEREAS, the County may seek to finance a portion of the cost of its qualified projects through the issuance of not to exceed \$15,000,000 in general obligation debt of the County;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this AGREEMENT:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on the 21st day of March, 2017, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a SPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Newton County, as authorized by the Act for 24 calendar quarters (six years) commencing on July 1, 2017 for the purpose of funding specified projects (hereinafter more fully referred to and hereby defined collectively as the "Projects"). The amount of money to be raised by the SPLOST is estimated to be \$64,800,000.00.

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a "qualifying municipality" as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly adopted a resolution to authorize such Municipality to enter into this AGREEMENT.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County validly adopted a resolution to authorize it to enter into this AGREEMENT.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-110 et seq., and all provisions of this AGREEMENT shall be construed in light of O.C.G.A. § 48-8-110, et seq.

(e) The County and the Municipalities agree that each approved SPLOST Project associated with this AGREEMENT shall be maintained as a public facility and under public ownership. If ownership of a Project financed pursuant to this AGREEMENT is transferred to private ownership, the proceeds of the sale shall, for the purposes of this AGREEMENT, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

(f) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this AGREEMENT.

Section 2. Conditions Precedent. The obligations of all parties under this AGREEMENT are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Newton County authorizing the imposition of the SPLOST and calling the election hereinbefore referred to in accordance with the provisions of Section 48-8-111(a) of the Act.

(b) The approval of the SPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-111(b) through (e) of the Act.

(c) This AGREEMENT is further conditioned upon the collection of SPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Effective Date and Term of the Tax. The SPLOST, subject to approval in an election to be held on March 21, 2017, shall continue to be collected for a period of six (6) years with collections beginning on July 1, 2017.

Section 4. Effective Date and Term of This AGREEMENT. This AGREEMENT shall commence upon the date of its execution and shall terminate upon the latter of:

(a) The official declaration by the Board of Elections and Registration of Newton County of the failure of the election described in this AGREEMENT; or

(b) The expenditure by the County and the Municipalities of the last dollar of money collected from the SPLOST even if such expenditure is made after the expiration of the SPLOST.

Section 5. Projects, Priority and Order of Funding. All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this AGREEMENT. Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this AGREEMENT. Except as provided in Paragraph (b) and Paragraph (c) of Section 9 this AGREEMENT, any change to the priority or schedule must be agreed to in writing by all parties to this AGREEMENT.

Section 6. SPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2017 Newton County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2017 [*Municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this AGREEMENT. No funds other than SPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of SPLOST Proceeds.

(a) Upon receipt by the County of SPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph (b) of this Section.

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the SPLOST shall be apportioned by the County according to the figures provided herein. The parties hereto understand and agree that the figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the SPLOST proceeds in the SPLOST Fund, shall, within 10 business days, disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this AGREEMENT. The monies in each Municipality's SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal capital outlay projects listed for that Municipality in Exhibit A.

(c) The parties understand that the distribution amounts listed in Exhibit A are based on the assumption that the SPLOST raises the estimated amount, i.e. \$64,800,000.00. Monthly distributions to the County and the Municipalities shall be based on actual collections according to the following percentages:

1. Newton County: 78.0000%
2. City of Covington: 14.5460%
3. City of Oxford: 2.3163%
4. City of Porterdale: 3.7603%
5. Town of Newborn: 0.7824%
6. City of Mansfield: 0.5950%

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this AGREEMENT shall promptly move forward with the acquisition, construction, equiptage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-121(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this AGREEMENT, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal SPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of their annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-122, which requires the publication of annual reports concerning expenditures for the Projects.

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved SPLOST Project associated with this AGREEMENT shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this AGREEMENT, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-121(g)(2).

(e) Any SPLOST proceeds which have been allocated to the Municipalities and which are not used by any of the Municipalities during the term hereof shall be returned by any of the Municipalities to the County and applied by the County for any other purpose permitted under state law.

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a Certificate of Completion signed by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. The County Debt.

(a) The SPLOST election ballot shall contain the language required by the Sales and Use Tax Act for the authorization of up to \$15,000,000 of debt on behalf of the County. The County shall issue its own debt. The County may use the proceeds of its debt for the purpose of funding a portion of its Projects as specified in Exhibit A, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.

(b) The County's debt shall be paid first from the proceeds of its portion of the Sales and Use Tax. In the event that there are insufficient Sales and Use Tax collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(d) The obligation of the County to make the Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this AGREEMENT, and (c) will not terminate this AGREEMENT for any cause, including, without limiting the generality of

the foregoing, failure to complete any Project undertaken by the County, a defect in any Project, or any failure of any other party to this AGREEMENT to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this AGREEMENT.

(e) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process. The Municipalities are not issuing any bonds or other indebtedness associated with this AGREEMENT.

Section 12. Expenses. The County shall administer the SPLOST Fund to effectuate the terms of this AGREEMENT. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the SPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. Each party hereto expressly acknowledges and agrees that the obligation of each party hereto to keep, observe and perform its covenants as herein set forth is specifically conditioned upon each party's keeping, observing and performing its covenants as also herein set forth and failure of either party to do so shall constitute an event of default hereunder.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-110 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this AGREEMENT, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Arbitration. The parties hereto agree to submit any controversy arising under this AGREEMENT to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereby agree to comply with, and be governed by, the provisions of said Arbitration Code as to any controversy so submitted to arbitration.

Section 16. Counterparts. This AGREEMENT may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 17. Governing Law. This AGREEMENT and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 18. Severability. Should any provision of this AGREEMENT or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this AGREEMENT or the application of such provision to any person or circumstance, other than those

to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

Section 19. Entire Agreement. This AGREEMENT embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this AGREEMENT.

Section 20. Amendments. This AGREEMENT shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 21. Notices. All notices, demands or requests required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
Attention: County Manager
- (b) City of Covington
P. O. Box 1527
Covington, GA 30015
Attention: City Manager
- (c) City of Mansfield
P. O. Box 35
3146 S. Highway 11
Mansfield, GA 30055
Attention: City Mayor
- (d) Town of Newborn
P. O. Box 247
Newborn, GA 30056
Attention: Town Clerk
- (e) City of Oxford
110 West Clark Street
Oxford, GA 30054

Attention: Mayor

- (f) City of Porterdale
P. O. Box 667
Porterdale, GA 30070
Attention: City Manager

[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto have agreed as of this ____ day of _____
20__.

NEWTON COUNTY, GEORGIA

By: _____
William K. Ellis, Chairman

(COUNTY SEAL)
Attest:

Jackie Smith, Clerk

CITY OF COVINGTON

By: _____

(SEAL)
Attest:

Clerk

[Signatures Continued on Next Page]

CITY OF MANSFIELD

By: _____

(SEAL)
Attest:

Clerk

TOWN OF NEWBORN

By: _____

(SEAL)
Attest:

Clerk

CITY OF OXFORD

By: _____

(SEAL)
Attest:

Clerk

CITY OF PORTERDALE

By: _____

(SEAL)
Attest:

Clerk

EXHIBIT A

Section A: All Projects shall be funded in accordance with Section B. After all Projects are fully funded, any excess SPLOST proceeds shall be allocated according to the terms of Section C.

Section B: SPLOST proceeds, to the extent available, shall be allocated to the following Projects based on the County's and each Municipality's specified prioritization. If projects are not prioritized, all projects shall be considered of equal priority and shall be funded pro rata based on their relative costs.

(1) To the County for:	Estimated Cost
Transportation	\$18,330,793
Debt Service/Retirement	\$10,403,963
E911 Communications Co-occupied	\$3,666,159
Westside Youth Outreach Facility	\$495,427
Senior Expansion	\$1,783,537
Recreation Department Existing Facilities	\$990,854
District 2 Improvements	\$495,426
Springhill Park Facility	\$495,426
Porterdale Park Upgrades	\$148,628
District 4 Existing Park Upgrades	\$495,427
Chimney Park	\$99,085
Yellow River Trail	\$1,337,652
Library	\$495,427
Animal Control Facility and Equipment	\$1,199,488
Washington Street land acquisition	\$495,427
Sheriff Office Upgrade existing facilities	\$2,972,561

Solid Waste	\$1,387,195
Fleet Replacement and Equipment	\$3,467,988
Fire Services	\$792,683
Economic Development (IDA)	\$990,854
Total – Newton County:	\$50,544,000
(2) To the City of Covington account for:	Estimated Cost
Transportation Projects	\$4,029,944
Sanitary Sewer Inspection and Construction	\$1,575,000
Public Safety	\$3,820,817
Total – City of Covington:	\$9,425,761
(3) To the City of Oxford account for:	Estimated Cost
Water and Sewer System	\$500,000
Transportation	\$500,000
Parks and Recreation	\$400,000
Public Safety	\$100,965
Total – City of Oxford:	\$1,500,965
(4) To the City of Porterdale account for:	Estimated Cost
Public Works, Roads, Transportation, Parks Maintenance	\$393,600
Yellow River Park	\$370,314
Municipal Building	\$1,574,000
Gymnasium Improvements	\$98,800
Total – City of Porterdale:	\$2,436,714

(5) To the Town of Newborn account for:	Estimated Cost
Roads	\$228,150
Public Safety	\$50,700
Facility	\$126,750
Parks/Rec	\$101,400
Total – Town of Newborn:	\$507,000

(6) To the City of Mansfield account for:	
Transportation and/or Infrastructure	\$192,780
Facilities and/or Historical Facilities	\$77,112
Public Safety	\$115,668
Total – City of Mansfield:	\$385,560

Section C: After the projects in Section B are fully funded, any excess SPLOST proceeds collected shall be allocated to the County and the Municipalities pro-rata in accordance with the ratios established for the distribution of Local Option Sales Tax (LOST) proceeds for use as follows:

- (1) To the County (75%): First Priority, reduction of General Obligation Debt; Second Priority, Transportation.
- (2) To the Municipalities: each government will use such excess proceeds for one or more purposes permitted by the Act.

Covington:	18.47%
Mansfield	0.63%
Newborn	0.83%
Oxford	3.02%
Porterdale	2.05%