

# City of Mansfield

## AGENDA

City Council Meeting  
November 14, 2016 – 6:30 p.m.  
Mansfield Community Center

- I. **Call to Order:** *Mayor Jefferson Riley*
- II. **Agenda Revisions and Approval:** *Approved w/Revision*
- III. **Invocation:**
- IV. **Pledge of Allegiance:**
- V. **Mayor's Welcome and Comments:** *Mayor Jefferson Riley*
  - a. Super Seniors Thanksgiving is November 15 @ 11:30 am
  - b. Mansfield Baptist Church is offering a ministry bus service on Tuesdays to the Super Seniors
  - c. National Register of Historic Places application – Councilman Perry Lunsford would like volunteers to help with the process of completing the application.
  - d. NC Dept. of Water Resources is strongly recommending the volunteer action of NO OUTDOOR WATERING. The current level of Lake Varner is 10 feet below full pool.
  - e. NC Board of Commissioners meeting November 15, 2016 to annex Blackwell-Bruce property
- VI. **Citizen's Comments:**
- VII. **Newton County Sheriff's Office:** *Mansfield Report*
- VIII. **Approval of Minutes:**
  - a. October 2016 Minutes – Council Meeting  
*Approved*

IX. **New Business:**

- a. Approve Resolution #R111416A to accept the newly proposed Electric Rates and Rate Structure as presented by Electric Cities of Georgia

Approved

- b. Approve Resolution #R111416B for an Intergovernmental Agreement between Newton County and the Municipalities for 2017 SPLOST removing language from Section 7 and Section B of Exhibit A of proposed IGA.

Approved

- c. Award City Center engineering contract to Carter & Sloope for up to \$25,000

Approved

- d. Christmas Tree Lighting – No vote necessary

X. **Adjournment:**

# City of Mansfield

## Minutes

City Council Meeting Minutes  
November 14, 2016 – 6:30 p.m.  
Mansfield Community Center  
Page 1 of 5

PRESENT: Jefferson Riley, Bryan Hale, Perry Lunsford, Chris Fulmer, Lisa Dunn, Helen Robertson

The honorable-mayor Jefferson Riley called the meeting to order and asked the Council if there was a Motion to make any revisions to the Agenda or to approve it. Hearing no revisions from Council the honorable-mayor asked to revise the Agenda by adding item “d. Christmas Tree Lighting” to IX. New Business. Councilwoman Helen Robertson made the Motion to approve the Agenda as revised and Councilwoman Lisa Dunn gave the Second. All Council voted “aye” and the Motion was approved.

The honorable-mayor-pro-tem Chris Fulmer gave the invocation and lead everyone in the Pledge of Allegiance. Afterwards the honorable-mayor Jefferson Riley pointed out the new flag pole topper, a gold aluminum ball that replaced the eagle with the broken wing.

The honorable-mayor Jefferson Riley then welcomed everyone, thanking them for coming to the evenings council meeting and made several announcements. The first announce he made was about the Super Seniors Thanksgiving dinner to be the next day, November 15, 2016 at approximately 11:30am. He asked Mr. David NaDell if he would like to say anything about this to which Mr. NaDell responded by inviting the Mayor, Council and City Staff to join them for lunch. Mr. NaDell also shared that he expected there to be over 50 seniors in attendance and that the dinner will be delicious.

The honorable-mayor Jefferson Riley then recognized NC Commissioner John Douglas and asked if he would like to say anything. Commissioner Douglas began by saying that he did not see a problem with the annexation of the Blackwell-Bruce development that appears on the Newton County Board of Commissioners Agenda for November 15, 2016 at 7:00pm. He also announced that the commissioners would be discussing the 2017 SPLOST projects for the County at the 6:00pm work session the same evening. Commissioner Douglas then moved into a personal message, sharing that his attendance at this meeting was part of his “farewell tour”. His term ends in 6 weeks. He reminded everyone that he served as a State House Representative, as a State Senator, and now as a County Commissioner. He also stated that he believes his successor, Mr. Stan Edwards will serve our district well. Commissioner Douglas expressed that his serving has been a “great honor” and a “real pleasure” and that he will always be

available to offer advice and looks forward to seeing everyone in the private sector. He also encouraged everyone by saying, “the system works and if we can be civil with each other and let the system work, we are ahead of the game. Thanks to everyone.” The honorable-mayor Jefferson Riley stated that one thing he always admired about Commissioner Douglas was that “he always stands his ground for what he believes”.

The honorable-mayor Jefferson Riley announced next that the Mansfield Baptist Church has offered a bus ministry to the Super Seniors for their Tuesday meetings.

The honorable-mayor Jefferson Riley asked Councilman Perry Lunsford to expound on the next announcement regarding the City’s application to be placed on the National Register of Historic Places. Councilman Lunsford shared that the State Department of Natural Resources stated that an application has already been created as part of the GTC settlement but not turned in. Councilman Lunsford asked for volunteers to help determine if the City still agrees with the historic boundaries on the map provided. He also stated that we do qualify and that it is just the process of turning the application in and waiting on the approval. The benefit would be that it puts us on a register that could possibly bring more tourism and increase property values. The honorable-mayor Jefferson Riley asked how long the wait for approval would be, to which Councilman Lunsford answered that it varies, however, the company that has prepared the application is a reputable one that could possibly speed the approval process up.

The next announcement the honorable-mayor Jefferson Riley made was regarding the Level I drought and the anticipated announcement from the Governor declaring a Level II drought that would mean limited outdoor watering. He asked everyone to go easy on the water.

The last announcement the honorable-mayor Jefferson Riley made reminded everyone of the next evenings Board of Commissioner’s Work Session at 6:00pm that will discuss the 2017 SPLOST and the regular Board Meeting at 7:00pm that has the annexation of the Blackwell-Bruce Development on Highway 213 on the BOC Agenda.

The honorable-mayor Jefferson Riley asked for Citizen’s Comments. Mr. Scott Cowan, property owner at 2913 Hwy 11, asked about IX. New Business, item c. Mr. Cowan asked what happened to the engineer contractor that bid \$8,000.

There was no deputy present to give the Mansfield Report. Councilman Bryan Hale, who also serves as a Newton County Sheriff Deputy, stated that “she was sick”.

Approval of the October 2016 Council Meeting Minutes is the next agenda item to which the honorable-mayor-pro-tem Chris Fulmer made the Motion to approve and Councilwoman Lisa Dunn gave the Second. Directly, the honorable-mayor Jefferson Riley pointed out to the council the binders each one had that contained each agenda and minutes for the past year's meetings. Councilwoman Lisa Dunn also requested that minutes be posted on the website as well. The honorable-mayor Jefferson Riley said this could be worked out.

Moving along to New Business, the honorable-mayor Jefferson Riley asked for a Motion to approve Resolution #R111416A to accept the newly proposed Electric Rates and Rate Structure as prepared by Mr. Chau Nguyen of Electric Cities of Georgia. Councilman Perry Lunsford made the Motion and Councilman Bryan Hale made the Second. The honorable-mayor opened the Motion for discussion. Councilman Perry Lunsford shared that ECG (Electric Cities of Georgia) is a consulting company that helps the City with MEAG analysis. He said Mr. Nguyen is a true economic expert in this area and was at the Work Session this past Thursday. After reviewing the City's audit and its current rate structure Mr. Nguyen determined that it was outdated. Councilman Lunsford stated that a rate review should be done at a minimum of every 3 years. The City has not had a rate analysis or rate change since the early 1990's. The honorable-mayor Jefferson Riley added that Mr. Nguyen's analysis has taken over a year and asked for a vote on the Motion. All council voted "aye". The Motion Passed.

The honorable-mayor Jefferson Riley next asked for a Motion to approve Resolution #R111416B for an Intergovernmental Agreement between Newton County and the Municipalities for 2017 SPLOST removing additional language from Section 7 and Section B of Exhibit A of proposed IGA. See attached red-lined IGA and email detailing the language. This was passed around for Council to review. Councilman Perry Lunsford made the Motion and Mayor-pro-tem Chris Fulmer gave the Second. The honorable-mayor Jefferson Riley noted that the Mayors asked for an increase in the amount of SPLOST the Cities would receive and got it. He expressed that we are happy with what we got. He then asked for a vote. All Council voted "aye". The Motion Passed.

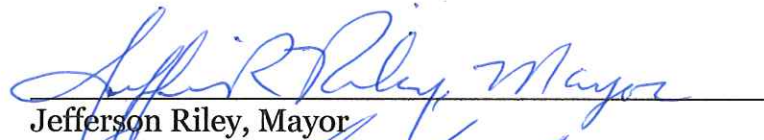
A Motion was asked by the honorable-mayor Jefferson Riley to award the City Center engineering contract to Carter & Sloope for up to \$25,000. Their bid allows for the City to pick and choose items it would like help on the project with. Councilman Perry Lunsford made the Motion and Councilman Bryan Hale gave the Second. At this time, the honorable-mayor Jefferson Riley added that the City had trouble getting bids for this project. He shared that Brian Frix who had previously submitted a bid, i/a/o \$8,500, did not submit the updated bid requested. Mr. Frix's original bid left off several items that were included in the Carter-Sloope bid. Another company, Construction Materials Services Inc did submit a bid i/a/o (+/-) \$43,000, however, their bid noted "excluding

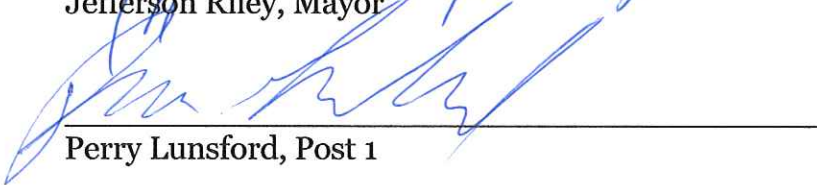
any and all of the work associated with electrical engineering and site lighting”. This is a significant exclusion that was included in the Carter & Sloope bid, of \$22,900, as well. Councilman Perry Lunsford stated that Carter & Sloope have a history in Newton County. The honorable-mayor Jefferson Riley shared that all the mayors said that Carter & Sloope are an outstanding company. The honorable-mayor-pro-tem Chris Fulmer made several points. He said the Carter & Sloope bid was detailed and did not leave anything out, they have a good work history and they have capped prices. He continued that Brian Frix had a good base price but that it was incomplete and he did not provide a bid on the updated scope of work. He finished by saying that Construction Materials Services Inc did bid the updated scope of work but their price was higher and he did not like that they included the (+/-) with their bid numbers. Councilman Perry Lunsford agreed with mayor-pro-tem Fulmer’s statement and said these should have been actual numbers. Councilman Lunsford also celebrated this “big first step on the project”.

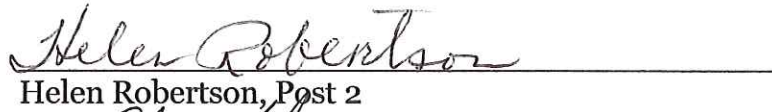
The honorable-mayor Jefferson Riley asked Councilman Bryan Hale to comment on the revised agenda item d. Christmas Tree Lighting. Councilman Hale commented that he thought it would be nice to have a tree lighting to bring the community together but did not want to move forward and further without bringing it up at Council. He said he is trying to keep the expense to the City as low as possible or zero. He noted that he thought a Santa and Mrs. Clause, music, hot chocolate, and the Christmas Tree would be enough for this year. He also included that he had 3 music options with Mr. Leon Walton, a Mansfield resident, being one of them and would like to offer the opportunity to Mr. Walton first since he is from the town. Mayor and Council thought this was a great idea.

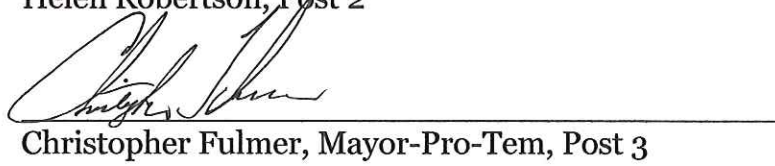
One last thing the honorable-mayor Jefferson Riley wanted to say is that Councilman Hale has been helping the City in re-establishing a police force and it is going good.

The November 14, 2016 council meeting was adjourned.

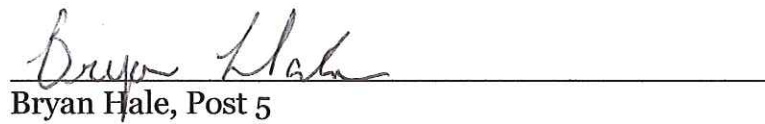
  
Jefferson Riley, Mayor

  
Perry Lunsford, Post 1

  
Helen Robertson, Post 2

  
Christopher Fulmer, Mayor-Pro-Tem, Post 3

\_\_\_\_\_  
Lisa Dunn, Post 4

  
Bryan Hale, Post 5

**CITY OF MANSFIELD, GEORGIA  
RESOLUTION #R111416A**

**WHEREAS**, City of Mansfield Official Code of Ordinance, Utilities. In General, Utility Rates shall read: Rates, fees, charges and deposit amounts for electric service, water and sewer service, and sewer and water main taps shall be as determined from time to time by the Mayor and Council and set forth in the schedule of fees and charges.

Beginning with bills calculated on and after January 1, 2017, the electric rate charges per unit (kWh) shall be modified on an annual basis to reflect the increase or decrease in total cost of power purchased by the City of Mansfield from the Municipal Electric Authority of Georgia (MEAG).

Variations of such wholesale total power supply costs, either in excess or shortfall, shall be included within the rate calculation for each of the city's customers on equal per kWh basis via Power Cost Adjustment (PCA).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Mansfield, Georgia as follows:

The Electric Rates of the City of Mansfield, Georgia new fees, as of this date, shall be in the following particulars to wit: November 14, 2016 CM Minutes.

This the 14<sup>th</sup> day of **November, 2016**.

**CITY OF MANSFIELD, GEORGIA**

BY: *Jefferson R. Riley, Mayor*  
Jefferson R. Riley, Mayor

**ATTEST:**

*Jeana T. Hyde, Clerk*  
Jeana T. Hyde, City Clerk





**CITY OF MANSFIELD  
Electric Service Tariff**

**INDEX OF TARIFFS**

**RESIDENTIAL SERVICE ..... 2**

**COMMERCIAL SERVICE ..... 3**

**LARGE COMMERCIAL SERVICE ..... 4**

**SECURITY LIGHTING SERVICE ..... 5**

**RIDERS AND ADJUSTMENTS..... 6**

**DISTRIBUTED GENERATION RIDER ..... 7**

## COMMERCIAL SERVICE

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>
1 of 1	Bills Rendered for the Month of January 2017	20161107

**AVAILABILITY:**

Available in all areas served by the City of Mansfield and subject to its service rules and regulations.

**APPLICABILITY:**

Applicable to non-residential uses where the **monthly metered energy usage is less than 40,000 kilowatthours.**

**TYPE OF SERVICE:**

Single or three phase, 60 hertz, at a standard voltage.

**MONTHLY RATE:**

Base Charge ..... \$22.00

First 3,000 kWh ..... @ ..... 12.25¢ per kWh

Over 3,000 kWh ..... @ ..... 11.21¢ per kWh

**Minimum Monthly Bill: Base Charge**

**POWER COST ADJUSTMENT:**

The amounts calculated at the above rate are subject to increase or decrease according to the Power Cost Adjustment (PCA) Clause.

**DOWNTOWN ECONOMIC DEVELOPMENT INCENTIVE:**

The amounts calculated at the above rate (including PCA) are subject to Downtown Economic Development Incentive Rider Clause for qualified customers.

## SECURITY LIGHTING SERVICE

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>
1 of 1	Bills Rendered for the Month of January 2017	20161107

**AVAILABILITY:**

Available in all areas served by the City of Mansfield and subject to its service rules and regulations.

**APPLICABILITY:**

To unmetered dusk-to-dawn electric service used for illuminating public thoroughfares and private outdoor areas, including, but not limited to, roadways, parking lots and yards.

**TYPE OF SERVICE:**

Service shall consist of a luminaire owned, installed, powered and maintained by the City. This schedule applies to ballast operated lamp fixtures of mercury vapor, high pressure sodium vapor or metal halide, on standard wood poles conforming to City's specifications. Service will be rendered only at locations that, in the opinion of the City, are readily accessible for maintenance.

The customer may be required to reimburse the City for the cost of any replacements or maintenance work which is required due to vandalism or accidental damages.

<u>Lamp Wattage</u>	<u>MONTHLY RATE PER FIXTURE:</u> <u>Type</u>	<u>Rate</u>
100	High Pressure Sodium Vapor	\$12.00
150	High Pressure Sodium Vapor	\$12.00
175	High Pressure Sodium Vapor	\$12.00
400	High Pressure Sodium Vapor	\$20.00

**OTHER CHARGES:**

Additional charges may apply in situations where the customer desires special lighting facilities such as underground wiring and/or non-standard poles.

**POWER COST ADJUSTMENT:**

Does not apply to this tariff.

## DISTRIBUTED GENERATION RIDER

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>REVISION</u>
1 of 2	Bills Rendered for the Month of January 2017	20161107

**AVAILABILITY:**

Applicable to Customers in all areas served by the City of Mansfield (the City) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be connected to and/or operate in parallel with the City's distribution facilities, and
3. Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
5. Be installed on the customer side of the meter.

**MONTHLY METERING CHARGE:**

Bi-Directional Metering Charge ..... \$2.50 per month  
OR  
Single Directional  
Single-Phase ..... \$4.50 per month  
or  
Poly-phase ..... \$11.00 per month

The City Electric Department will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the City and the amount fed back to the City by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the City on the Customer's side of the Customer's meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the City's distribution system on the City's side of the Customer's meter.

**MONTHLY CAPACITY COST:**

The City requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer's system.

Stand-by Capacity Charge

Residential ..... \$10.39 per kW per month  
Commercial ..... \$15.82 per kW per month  
Large Commercial ..... \$15.08 per kW per month

**CITY OF MANSFIELD, GEORGIA  
RESOLUTION #R111416B**

**WHEREAS**, A resolution of the City Council of the City of Mansfield, Georgia 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.*; Replacing 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

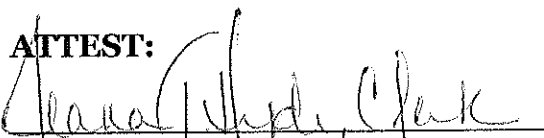
**WHEREAS**, Newton County, Georgia, the City of Covington, Georgia, the City of Mansfield, Georgia, the City of Newborn, Georgia, the City of Oxford, Georgia, and the City of Porterdale, Georgia (the "Municipalities") desire to utilize the proceeds of a SPLOST for the one or more of the purposes authorized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

**NOW, THEREFORE, BE IT RESOLVED** the Intergovernmental Agreement addressing the disbursement of SPLOST proceeds among Newton County and the Municipalities and other related matters is hereby approved as amended rejecting language in Section 7(c) and Section B of Exhibit A, 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 14<sup>th</sup> day of November, 2016.

**CITY OF MANSFIELD, GEORGIA**

BY:   
Jefferson R. Riley, Mayor

**ATTEST:**  
  
Jeana T. Hyde, City Clerk



**STATE OF GEORGIA  
COUNTY OF NEWTON**

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

This Intergovernmental AGREEMENT (the "AGREEMENT") is made this \_\_\_\_\_ day of November, 2016 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 City 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:

**WITNESSETH:**

**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)(C) of the Act authorizes capital outlay projects which will be operated by a joint authority or authorities of the County and one or more "qualified municipalities" within the "special district" (as such terms are defined in the Act); and

**WHEREAS**, Section 48-8-111(a)(1)(D) of the Act authorizes capital outlay projects to be owned or operated or both either by the County, one or more qualified municipalities within the special district, one or more authorities within the special district, or any combination thereof; and

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

**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:

(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.

(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



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 19. 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 20. 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:
- (b) City of Covington  
P. O. Box 1527  
Covington, GA 30015  
Attention:
- (c) City of Mansfield  
P. O. Box 35  
3146 S. Highway 11  
Mansfield, GA 30055  
Attention:
- (d) City of Newborn  
P. O. Box 247  
Newborn, GA 30056  
Attention:
- (e) City of Oxford  
110 West Clark Street  
Oxford, GA 30054  
Attention:
- (f) City of Porterdale  
P. O. Box 667  
Porterdale, GA 30070  
Attention:

CITY OF MANSFIELD

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

(SEAL)  
Attest:

\_\_\_\_\_  
Clerk

CITY OF NEWBORN

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

(SEAL)  
Attest:

\_\_\_\_\_  
Clerk

CITY OF OXFORD

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

(SEAL)  
Attest:

\_\_\_\_\_  
Clerk

CITY OF PORTERDALE

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

(SEAL)  
Attest:

\_\_\_\_\_  
Clerk

(3) To the City of Oxford account for: Estimated Cost

**Total – City of Oxford:** \$

(4) To the City of Porterdale account for: Estimated Cost

**Total – City of Porterdale:** \$

(5) To the City of Newborn account for: Estimated Cost

**Total – City of Newborn:** \$

(6) To the City of Mansfield account for:

**Total – City of Mansfield:** \$

## Jeana Hyde

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**From:** Leigh Anne Knight <LAKnight@cityofcovington.org>  
**Sent:** Tuesday, November 8, 2016 10:25 AM  
**To:** Bob Schwartz (bschwartz@oxfordgeorgia.org); Bob Thomson; Jeana Hyde; Gregg Ellwanger (nbornga@bellsouth.net)  
**Subject:** SPLOST IGA

Good morning,  
We approved the SPLOST IGA with the following changes at our meeting last night.

Discussion of 2017 SPLOST Intergovernmental Agreement. [The County has presented the 2017 SPLOST Agreement.](#) We are requesting approval of the agreement with the following changes:

[Removal of this statement in Section 7 \(c\) "Following allocation and funding for any level One County Projects identified in Exhibit A. monthly distributions to the Municipalities shall be based on actual collection according to the following percentages:" and replacing with "Monthly distributions to the Municipalities shall be based on actual collections according to the following percentages:"](#)

[Removal of this statement in Exhibit A Section B "Notwithstanding any other provision of the Agreement, SPLOST proceeds shall first be allocated to the Level One County Project identified below. Once the estimated cost for the Level One County Project has been fully funded from SPLOST proceeds, further SPLOST proceeds shall be allocated to the parties for the remaining County and Municipal Projects identified below with each Municipalities share of such subsequent proceeds being equivalent to the percentages set forth in Section 7 \(c\) of the agreement.](#)

We believe this clears up the issues with the Level One projects and makes the agreement the same as it was in 2011.

Thank you,  
*Leigh Anne*

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