

City of Mansfield
Special Called Meeting
AGENDA

City Council
Special Called Meeting Agenda
July 23, 2020 – 5:00 PM
Mansfield Community Center
Page 1 of 1

- I. **Call to Order:** *Mayor GW Davis Jr*
- II. **Agenda Adoption:**
- III. **Invocation & Pledge of Allegiance:**
- IV. **Citizen's Comments:** *Limited to 3 Minutes per Citizen*
- V. **Business:**
 - a. TSPLOST IGA
- VI. **Adjournment:**

City of Mansfield

Special Called Meeting

MINUTES

City Council
Special Called Meeting Minutes
July 23, 2020 – 5:00 PM
Mansfield Community Center
Page 1 of 2

PRESENT: GW Davis Jr, Bryan Hale, Blair Northen, Helen Robertson

VIA TELEPHONE: Austin Mitchell

OTHERS PRESENT: Elsie Smith

The meeting was called to order at 5:00PM.

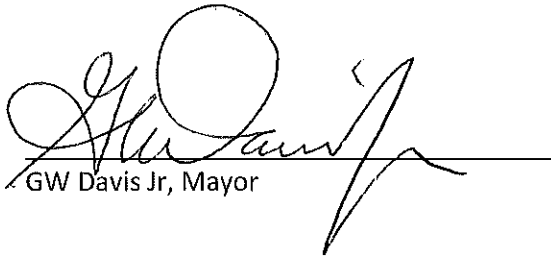
Councilman Helen Robertson made the motion to adopt the agenda and Councilman Bryan Hale gave the second. The motion passed 4/0.

The honorable Mayor GW Davis Jr asked everyone to join him in a moment of silence and lead the pledge, afterwards he explained that the reason he has been asking for a moment of silence is because he does not think an elected official should lead in prayer. If someone in the audience wants to offer up a prayer, he thinks that is fine. The moment of silence is long enough for him to say The Lord's Prayer in his head.

The mayor then went on to explain that the IGA was not approved in this last meeting and after reporting this to the County Manager the Chairman reached out to our Mayor Pro Tempore and negotiated a new Intergovernmental Agreement (IGA) that more than doubled our original allotment of \$353,430 to \$802,230.

The honorable mayor pro tempore Blair Northen made the motion to accept the new TSPLOST IGA and Councilman Bryan Hale gave the second. Councilman Blair Northen said he appreciated the Mayor's favorable comments on council in the Covington News article. He also said the City will be able to do great things if the TSPLOST passes. The motion passed 4/0.

The meeting adjourned at 5:05PM.

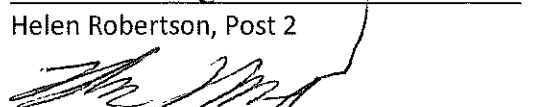


GW Davis Jr, Mayor


Vacant, Post 1




Helen Robertson, Post 2



Blair Northen, Post 3, Mayor Pro Tempore



Austin Mitchell, Post 4



Bryan Hale, Post 5

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

This Intergovernmental Agreement (the "Agreement") is made this _____ day of _____, 2020 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, the City of Porterdale, Georgia, a municipal corporation, and the City of Social Circle, Georgia, a municipal corporation (hereinafter the "Municipalities" or "Cities"), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

WITNESSETH:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Northeast Georgia Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities met together on June 29, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount up to \$18,900,000 to fund some of the Projects defined herein for the County and the City of Covington;

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 (the "Election"), to be held in all the voting precincts in the County on November 3, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST 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 up to 20 calendar quarters (five years) commencing on April 1, 2021 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt (the "Debt") in the principal amount of up to \$18,900,000 to finance certain of the Projects, capitalized interest on the Debt, and the costs of issuing the Debt. The amount of money to be raised by the TSPLOST is estimated to be fifty-six million, one-hundred thousand dollars (\$56,100,000.00).

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a "qualified 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 approved the execution of 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 approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with the Act, and all provisions of this Agreement shall be construed in light of the Act.

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 TSPLOST and requesting the calling of the Election in accordance with the provisions of Section 48-8-262(d) of the Act.
- (b) The proper call of the Election.
- (c) The approval of the TSPLOST 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 48-8-263 of the Act.
- (d) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in the Election, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is fifty-six million, one-hundred thousand dollars (\$56,100,000.00) (after deduction of collection fees by the State of Georgia Department of

Revenue), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2021.

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 TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

- (a) In recognition of the need for transportation improvements across the County and the Cities, the parties agree that the total net proceeds shall be utilized for the transportation purposes described in Exhibit A and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- (b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the “Projects”), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).
- (c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

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

- (a) A special fund or account shall be created by the County and designated as the 2020 Newton County Transportation Special Purpose Local Option Sales Tax Fund (“County TSPLOST Fund”). The County shall select a depository and custodian of the County TSPLOST 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 2020 [*Municipality name*] Transportation Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the

Municipality.

(c) All TSPLOST 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, TSPLOST 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 TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. 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 TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c); provided that, to the extent there is any outstanding Covington Debt (as defined in Section 11), the County shall first apply the TSPLOST proceeds of Covington toward any debt service payments attributable to the Covington Debt as described in subsection (d). 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 TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the municipal transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows:

1. Newton County: 74.1822%
2. City of Covington: 18.47%
3. City of Oxford: 3.02%
4. City of Porterdale: 2.05%
5. Town of Newborn: 0.83%
6. City of Mansfield: 1.43%
7. City of Social Circle: 0.0178%

(d) The County shall establish a twelve-month period as the "Sinking Fund Year" for the Debt. Within each Sinking Fund Year, the TSPLOST proceeds of the County and Covington shall be deposited into a debt service account until there is an amount therein sufficient to pay the County's and Covington's pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After the County and Covington have funded

their pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining TSPLOST proceeds of the County and Covington shall be disbursed to the County and Covington as appropriate.

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

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage 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. § 48-8-269.5(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 TSPLOST proceeds deposited in the County TSPLOST Fund and each Municipal TSPLOST 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. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

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

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project or Purpose 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 TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST 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. § 48-8-269.5(f)(2).

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 Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County Debt in the principal amount of up to \$18,900,000. Up to \$8,900,000 of the Debt shall, at the request of Covington, be issued for the benefit of Covington (the "Covington Debt"). Covington acknowledges that it is responsible for the payment of the Covington Debt, its pro rata share of issuance expense, and the payment of that portion of the arbitrage rebate allocable to the Covington Debt. The County acknowledges that it is responsible for the payment of the rest of the Debt issued for the benefit of the County (the "County Debt").

(b) The County Debt shall be paid first from the proceeds of the County's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay County Debt from the County's portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "County Debt Service Payments"). The County covenants that, in order to make the County 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 County 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.

The Covington Debt shall be paid first from Covington's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the Covington Debt, Covington shall pay any shortfall from its general fund (the "Covington Debt Service Payments"). Covington covenants that, in order to make the Covington 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. Covington 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 Covington 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 Covington to make any payments that may be required to be made from its general funds shall constitute a general obligation of that entity and a pledge of that entity's full faith and credit 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 paragraphs, then the fiscal officer of the County or Covington (as applicable) 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 or Covington (as applicable) had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County or Covington (as applicable) 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 obligations of the County to make the County Debt Service Payments and Covington to make the Covington Debt Service Payments and to perform and observe the other agreements on their 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 and Covington: (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, 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 associated with the debt issuance process.

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis (based on percentages in Section 7(c)), for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

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. § 48-8-260 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. 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 16. 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 17. 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 18. 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 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: 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
- (f) City of Social Circle
166 N. Cherokee Rd.
P. O. Box 310 Social Circle, GA 30025
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

NEWTON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Marcello Banes, Chairman

Attest:

Jackie Smith, Clerk _____
Date

CITY OF COVINGTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk _____
Date

CITY OF MANSEFIELD

By: *[Signature]*
Mayor



Attest:
[Signature] 7/23/2020
City Clerk Date

TOWN OF NEWBORN

(TOWN SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF OXFORD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF MANSEFIELD

By: *[Signature]*
Mayor



Attest:
[Signature] 7/23/2020
City Clerk Date

TOWN OF NEWBORN

(TOWN SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF OXFORD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Newton County	Safety improvements	Roads	\$916,200
	Road expansion to relieve congestion		\$17,900,000
	Intersection improvements		\$7,900,000
	Paving/resurfacing		\$6,000,000
	Public transportation facilities and/or vehicles	Public transit	\$2,200,000
	Bridge replacement/repair	Bridges	\$6,700,000
			Total: \$41,616,200
City of Covington	Safety improvements	Roads	\$1,500,000
	Intersection Improvements		\$3,000,000
	Paving/resurfacing		\$1,611,670
	Bridge construction/maintenance	Bridges	\$1,500,000
	Airport master plan implementation	Airport	\$1,000,000
	Sidewalks and paved trails	Sidewalks and Bicycle Paths	\$750,000
	Public parking infrastructure	Related infrastructure	\$1,000,000
			Total: \$10,361,670
City of Mansfield	Paving/resurfacing	Roads	\$717,230
	Safety improvements (including pedestrian safety)	Crosswalks, Sidewalks and Roads	\$85,000
			Total: \$802,230
City of Newborn	Paving / resurfacing	Roads	\$355,630
	Safety improvements (including pedestrian safety)	Crosswalks, Sidewalks and Roads	\$110,000
			Total: \$465,630
City of Oxford	Construction, renovation and improvement of roads, streets, sidewalks, and bicycle paths, to include acquisition of rights of way and relocation of utilities	Road, street, bridge, sidewalk, and bicycle path purposes	\$1,694,220

			Total \$1,694,220
City of Porterdale	Paving and resurfacing	Roads	\$550,050
	Sidewalk construction and maintenance	Sidewalks	\$100,000
	Bridge replacement	Bridges	\$500,000
			Total: \$1,150,050
City of Social Circle	Road maintenance and improvements	Roads	\$10,000
			Total: \$10,000

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA AUTHORIZING THE CALLING OF A SPECIAL ELECTION TO IMPOSE A SINGLE-COUNTY ONE PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX AS AUTHORIZED BY O.C.G.A. § 48-8-260, *ET SEQ.* AND SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT OF NEWTON COUNTY; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE MAXIMUM PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE APPROXIMATE COST OF THE TRANSPORTATION PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION 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. § 48-8-260, *et seq.* (the “Act”) authorizes the imposition of a county one percent transportation special purpose local option sales and use tax (the “Sales and Use Tax”) for transportation purposes, including those set forth herein; and

WHEREAS, the Board of Commissioners of Newton County, Georgia (the “Board of Commissioners”) has determined that (a) the region has not proposed a referendum on a tax under Article 5 of Chapter 8 of Title 48 and (b) Newton County, Georgia (the “County”) is currently levying a one percent special purpose sale and use tax under Part 1 of Article 3 of Chapter 8 of Title 48;” and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the citizens of the County that the Sales and Use Tax be imposed in a special district comprising the County to raise approximately fifty-six million, one-hundred thousand dollars (\$56,100,000.00) (after deduction of collection fees by the State of Georgia Department of Revenue) for the funding of certain transportation purposes (the “Purposes”); and

WHEREAS, the governing authorities of the City of Covington, Georgia, the City of Mansfield, Georgia, the Town of Newborn, Georgia, the City of Oxford, Georgia, the City of Porterdale, Georgia and the City of Social Circle (collectively, the “Municipalities”) met on June 29, 2020 to discuss possible projects for inclusion in the Sales and Use Tax referendum to be held on the 3rd day of November, 2020 (the “Election”) in conformance with the requirements of O.C.G.A. § 48-8-262(a); and

WHEREAS, the above-referenced meetings occurred at least 30 days prior to the intended date of issuance (publication) of the call for the referendum; and

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

WHEREAS, the Board of Commissioners desires that the Board of Elections and Registration 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 Purposes 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 Purposes and to pay interest on the Debt. The Purposes and the estimated costs are set forth below:

	Purpose	Estimated Cost
Newton County	Roads	\$32,716,200
	Public transit	\$2,200,000
	Bridges	\$6,700,000
		Total: \$41,616,200
City of Covington	Roads	\$6,111,670
	Bridges	\$1,500,000
	Airport	\$1,000,000
	Sidewalks and bicycle paths	\$750,000
	Related infrastructure	\$1,000,000
		Total: \$10,361,670
City of Mansfield	Roads	\$717,230
	Crosswalks, sidewalks and roads	\$85,000
		Total: \$802,230
City of Newborn	Roads	\$355,630
	Crosswalks, sidewalks and roads	\$110,000
		Total: \$465,630
City of Oxford	Road, street, bridge, sidewalk, and bicycle path purposes	\$1,694,220
		Total \$1,694,220

City of Porterdale	Roads	\$550,050
	Sidewalks	\$100,000
	Bridges	\$500,000
		Total: \$1,150,050
City of Social Circle	Roads	\$10,000
		Total: \$10,000
Total		\$56,100,000.00

The estimated costs shall also be the maximum amount of net proceeds to be raised by the Sales and Use Tax.

3. The maximum period of time for which the Sales and use Tax shall be imposed is five years, commencing on April 1, 2021.

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 up to \$18,900,000 (of which up to \$10 million may be allocated to the County and up to \$8.9 million may be allocated to the City of Covington). The proceeds of the Debt, if issued, shall be used to pay all or a portion of the costs of Purposes identified by the County and Covington, 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>
2022	\$3,295,000
2023	\$3,620,000
2024	\$3,800,000
2025	\$3,990,000
2026	\$4,195,000

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 or Covington (as appropriate).
3. The Sales and Use Tax proceeds received in any year by the County and Covington pursuant to the imposition of such tax shall first be used for paying the debt service

requirements on the Debt attributable to them for any such year before such proceeds are applied to any of the County or Covington purposes or 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 allocated 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.
5. Should the Debt be issued, the Board of Commissioners shall levy, upon all property subject to taxation for general obligation bond purposes within the County, a tax in an amount sufficient to pay the principal of and interest on the Debt as the same become due. Such tax shall be collected to the extent there is a deficiency in the Sales and Use Tax. The County hereby finds that the Sales and Use Tax proceeds should be sufficient to pay the principal of and interest on the Debt as the same becomes due.
6. The County hereby waives the independent performance audit or performance review referred to in O.C.G.A Section 36-82-100.

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

1. The Elections Board, as election superintendent (the "Election Superintendent"), is hereby requested to call the Election to be held in all voting precincts in the County on the 3rd day of November, 2020 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 special one percent sales and use tax be imposed in the special district consisting of Newton County for a period of time not to exceed five years and for the raising of not more than an

- () No. estimated amount of fifty-six million, one-hundred thousand dollars (\$56,100,000.00) for transportation purposes? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Newton County in the principal amount of eighteen million, nine-hundred thousand dollars (\$18,900,000) for the above purpose.”
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 Call of the Election as required by law, in the newspaper in which Sheriffs advertisements for the County are published, no earlier than July 29, 2020, which is 30 days after the meeting of the County and Municipalities, nor later than August 5, 2020, which is ninety (90) days preceding the date of the Election. The call of the election shall be in substantially the form attached hereto as Exhibit “A.” The Election Superintendent is also 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 (or five weeks if necessary to provide notice not less than 30 days prior to the election date) immediately preceding the date of the Election. The notice of the election shall be in substantially the form attached hereto as Exhibit “B.”
- 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 ____ day of _____, 2020.

COUNTY OF NEWTON, GEORGIA

By: _____
Marcello Banes, Chairman

[County Seal]

Attest:

Clerk

EXHIBIT "A"

NOTICE OF CALL OF ELECTION IN NEWTON COUNTY, GEORGIA

THE NEWTON COUNTY BOARD OF ELECTIONS AND REGISTRATION has called a special election (the "Election") on the 3rd day of November, 2020 in all the election districts of Newton County, Georgia (the "County").

At the Election, there will be submitted to the qualified voters of the County for their determination the question of whether (i) a special one-percent sales and use tax shall be imposed in the special district of Newton County for a period of time not to exceed five years and for the raising of an estimated amount of fifty-six million, one-hundred thousand dollars (\$56,100,000.00) for funding transportation purposes; and (ii) the County shall be authorized to issue not more than eighteen million, nine-hundred thousand dollars (\$18,900,000) in aggregate principal amount of general obligation indebtedness to be secured first by the Sales and Use Tax to finance all or a portion of these purposes.

Newton County Board of Elections and Registration

EXHIBIT "B"

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

NOTICE IS HEREBY GIVEN that on the 3rd day of November, 2020, 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 transportation special purpose local option sales and use tax (the "Sales and Use Tax") shall be imposed on all sales and uses in the special district created in the County for a period not to exceed five years commencing on April 1, 2021 for the raising of approximately fifty-six million, one-hundred thousand dollars (\$56,100,000.00) for the funding of transportation purposes.

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 aggregate principal amount of eighteen million, nine-hundred thousand dollars (\$18,900,000) (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 and the City of Covington's transportation purposes, (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>
2022	\$3,295,000
2023	\$3,620,000
2024	\$3,800,000
2025	\$3,990,000
2026	\$4,195,000

Any brochures, listings, or other advertisements issued by the Board of Commissioners 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 special one percent sales and use tax be imposed in the special district consisting of Newton County for a period of time not to exceed five years and for the raising of not more than an estimated amount of fifty-six million, one-hundred thousand dollars (\$56,100,000.00) for transportation purposes? If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Newton County in the principal amount of eighteen million, nine-hundred thousand dollars (\$18,900,000) for the above purpose.”
- () 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.

This notice is given pursuant to a resolution of the Board of Elections and Registration of Newton County, adopted on _____, 2020.

Board of Elections and Registration 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 _____ day of _____, 2020, in connection with the request to call an election to be held on the 3rd day of November, 2020 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 ____ day of _____, 2020.

Clerk

(SEAL)