



Where Georgia comes together.

AGENDA
CALLED MEETING
OF THE PERRY CITY COUNCIL
December 12, 2016
5:30 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr.
2. Roll:
3. Items of Review/Discussion: Mayor James E. Faircloth.
 - 3a. Discussion of SPLOST FY 2018 – Mr. L. Gilmour.
4. Council Members Items:
5. Department Heads Items:
6. Adjourn.



Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager
DATE: December 7, 2016
REFERENCE: SPLOST 18 City Allocation

Based on your strategic plan, historic experience and the Houston County Board of Commissioners' projections, the proposed allocation of the \$7,821,600 SPLOST 18 allocation is recommended as follows:

- Streets/Sidewalks	\$3,500,000
- Public Safety Facilities	621,600
- Water/Sewer Infrastructure	2,500,000
- Recreation/Parks Improvements	<u>1,200,000</u>
Total	\$7,821,600

STATE OF GEORGIA

COUNTY OF HOUSTON

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2018
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of _____, 20__ by and between Houston County, a political subdivision of the State of Georgia (the "County"), and the City of Centerville, the City of Perry and the City of Warner Robins, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on November 4, 2016 and November 16, 2016 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on March 21, 2017 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of

Houston County for a period of six years, commencing on October 1, 2018 to raise an estimated \$145,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and 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.*

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in 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 respective county or municipality as required fulfilling the terms of this Agreement

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring 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 for a period of six years with collections beginning on October 1, 2018.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (iii) The completion of all projects described in Exhibit A.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2018 Houston County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a bank or a local government investment pool such as Georgia Fund 1 which shall act as a depository and custodian of the SPLOST Funds 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 2018 Centerville, Perry or Warner Robins Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank or a local government investment pool such as Georgia Fund 1 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 6, 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 funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately 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. The County, following 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 deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share, unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

D. Any funds collected in excess of \$145,000,000 will be distributed on a pro-rata basis to each of the four entities, the County and the Municipalities, to be utilized for projects under the same project categories as listed in Exhibit "A".

Section 7. Projects

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.

Section 8. Priority and Order of Project Funding

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 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

Section 9. Completion of Projects

A. The County and 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 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 as provided under O.C.G.A. § 48-8-121 (g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or 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. Audits

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 12. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Houston County:

Tommy Stalnaker, Chairman
200 Carl Vinson Parkway
Warner Robins, Georgia 31088

Centerville:

John Harley, Mayor
300 East Church Street
Centerville, Georgia 31028

Perry:

Jimmy Faircloth, Mayor
P.O. Box 2030
Perry, Georgia 31069

Warner Robins:

Randy Toms, Mayor
202 North Davis Drive
PMB 718
Warner Robins, Georgia 31093

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 14. 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 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 18. No Consent to Breach

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 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Mediation

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COUNTY OF HOUSTON, GEORGIA

By: _____
Tommy Stalnaker, Chairman

(Seal)
Attest: _____
Barry Holland, Director of Administration

MUNICIPALITY OF CENTERVILLE, GEORGIA

By: _____
John Harley, Mayor

(Seal)
Attest: _____
Krista Bedingfield, Clerk

MUNICIPALITY OF PERRY, GEORGIA

By: _____
Jimmy Faircloth, Mayor

(Seal)
Attest: _____
Lee Gilmour, Clerk

MUNICIPALITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

(Seal)
Attest: _____
William G. Harte, Clerk

EXHIBIT "A"

Distribution of Proceeds: All projects have equal priority and shall receive an allocation of SPLOST funds on a monthly basis as outlined below.

2018 SPLOST Revenue Estimate: 145,000,000 million dollars over the next 6 years

1. Countywide Projects To Be Administered By Houston County (unless mutually agreed upon otherwise):

(a) E911 Center and System Improvements	\$ 1,180,700
(b) Acquisition of Mobile Data Terminals, Mobile and Portable Radios, and Tablets	\$ 7,198,400
(c) EMS Service Vehicles	\$ 600,000
(d) Road, Street, Bridge and Sidewalk Projects	\$ 26,370,000
(e) Transit Vehicles	\$ 250,000
(f) General Capital Obligations	\$ 1,500,000
(g) Facilities Construction and Improvements	\$ 11,594,300
(h) Recreation:	
1) Natatorium	\$ 7,000,000
2) Facilities and Equipment	\$ 6,000,000
To be distributed as follows:	
City of Warner Robins	\$3,500,000
City of Perry	\$1,500,000
City of Centerville	\$1,000,000
(i) Airport Facilities and Infrastructure Improvements / Land Acquisition	\$ 1,800,000
(j) Infrastructure Improvements to Existing Industrial Tracts	\$ 2,500,000

Countywide projects total \$65,993,400 or 45.51% of 2018 SPLOST proceeds.

2. City of Centerville Projects To Be Administered By The City Of Centerville:

(a) Road, Street, Bridge and Sidewalk Projects	\$ 500,000
(b) Recreation Facilities and Equipment	\$ 800,000
(c) Debt Service	\$ 99,337
(d) Public Safety Equipment	\$ 2,630,000

City of Centerville projects total \$4,029,337 or 2.78% of the 2018 SPLOST proceeds.

3. City of Perry Projects To Be Administered By The City Of Perry:

(a) Street and Sidewalk Projects	\$ 3,500,000
(b) Public Safety Facilities and Equipment	\$ 621,653
(c) Water and Sewer System Improvements	\$ 2,500,000
(d) Recreation Facilities and Equipment	\$ 1,200,000

City of Perry projects total \$7,821,653 or 5.4% of the 2018 SPLOST proceeds.

4. City of Warner Robins Projects To Be Administered By The City Of Warner Robins:

(a) Road, Street, Bridge and Sidewalk Projects	\$ 4,282,000
(b) Public Safety Facilities and Equipment	\$ 7,280,000
(c) Water and Sewer System Improvements	\$ 3,721,122
(d) General Capital Obligations	\$ 4,487,000
(e) Property Acquisition / Demolition and Infrastructure Improvements	\$ 2,000,000
(f) Recreation Facilities and Equipment	\$ 15,600,000

City of Warner Robins projects total \$37,370,122 or 25.77% of the 2018 SPLOST proceeds.

5. Unincorporated Houston County Projects To Be Administered By Houston County:

(a) Road, Street, Bridge and Sidewalk Projects	\$ 3,150,000
(b) Public Safety Facilities and Equipment	\$ 10,355,135
(c) General Capital Obligations	\$ 11,030,353
(d) Water and Sewer System Improvements	\$ 3,000,000
(e) Facilities Renovation	\$ 2,000,000
(f) Blight Abatement	\$ 250,000

Unincorporated Houston County projects total \$29,785,488 or 20.54% of the 2018 SPLOST proceeds.

RESOLUTION APPROVING A SPLOST INTERGOVERNMENTAL AGREEMENT AND
AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT ON BEHALF
OF THE CITY OF PERRY, GEORGIA

WHEREAS, O.C.G.A. § 48-8-100 *et seq.* authorizes the imposition of a one percent county special purpose local option sales and use tax (SPLOST) for the purposes *inter alia* of financing capital outlay projects to be owned or operated by Houston County, Georgia, the City of Perry, Georgia, the City of Warner Robins, Georgia, and the City of Centerville, Georgia; and

WHEREAS, Houston County, Georgia, the City of Perry, Georgia, the City of Warner Robins, Georgia, and the City of Centerville, Georgia desire to utilize the proceeds of a SPLOST for one or more purposes authorized under O.C.G.A. § 48-8-111(a)(1).

NOW THEREFORE, THE COUNCIL OF THE CITY OF PERRY, GEORGIA HEREBY RESOLVES that the intergovernmental agreement attached hereto addressing the disbursement of SPLOST proceeds among Houston County, the City of Perry, the City of Warner Robins, and the City of Centerville and other related matters is hereby approved; and

IT IS FURTHER RESOLVED that the City of Perry shall finance certain 2018 SPLOST projects with general obligation debt and shall use SPLOST proceeds to pay a portion of such debt; and

IT IS FURTHER RESOLVED that the maximum amount to be borrowed is \$4,914,900 with principal payments of \$250,700 per year at a maximum interest rate of 7.00%; and

IT IS FURTHER RESOLVED that the Mayor of the City of Perry, and/or other appropriate personnel as the City Council of the City of Perry may determine, are hereby authorized to execute the intergovernmental agreement on behalf of the City of Perry and the affix the seal of the City of Perry thereto; and

IT IS FURTHER RESOLVED that all resolutions, or parts of resolutions, in conflict herewith are repealed.

This the _____ day of _____, 2016.

CITY OF PERRY, GEORGIA

By: _____
James E. Faircloth, Jr., Mayor

[CITY SEAL]

Attest: _____
Annie Warren, City Clerk