

**MINUTES
REGULAR MEETING OF THE MONTEZUMA
CITY COUNCIL
March 9, 2021**

NOTE: *This was the eighth Council Meeting held since the COVID pandemic started. This is the third meeting held virtually via ZOOM.*

CALL TO ORDER: Mayor Smith called the meeting to order at 6:00 PM.

INVOCATION: Mayor Smith said a prayer.

PRESENT VIA ZOOM: Mayor Larry Smith, Council Members, Nealie Johnson, Cleveland Hobbs, Danny Levie, and Charles Ivey; Special Projects Manager, Mel Fulghom; Clerk/Administrator, Joyce Hardy; Clerk of Council, Monica N. Cephus; DDA/Tourism Director, Angie Mathews; City Attorney, Jon Coogle; Public Works Chief, Tim Goodman; Police Chief, Eric Finch; W/WW Plants Chief, Terry Cross; and W & S Line Maintenance Chief, Lonnie Shaw

ABSENT: Council Member Byron Thompson & Council Member Roy Barker; Fire Chief Matthew Moye.

CONSENT AGENDA

MOTION # 1 TO ACCEPT ALL ISSUES ON THE CONSENT AGENDA, AS FOLLOWS:

TO APPROVE MINUTES OF REGULAR COUNCIL MEETING OF FEBRUARY 9, 2021, AS RECEIVED BY ALL MEMBERS.

TO WAIVE ALL INTEREST FEES ON EXISTING REVOLVING LOAN FUND LOANS FOR THE 12 MONTH PERIOD OF MARCH, 2020 THROUGH FEBRUARY, 2021. *City Clerk will make adjustments to the following loan amortization schedules: Mandy Dunmon dba Papa's Pizza; Tempted Apparel; Natalie Bradley Downtown; Robert Norton dba Old Mexico.*

TO AUTHORIZE MAYOR SMITH TO SIGN AN INTERGOVERNMENTAL AGREEMENT THAT OUTLINES USES FOR THE PROPOSED 2022-2028 SPECIAL PURPOSE LOCAL OPTION SALES TAX THAT WILL BE VOTED ON IN THE MARCH, 2021 REFERENDUM. *A copy of this agreement is attached to and made a part of these Minutes. Attachment #1.*

TO ADOPT RESOLUTION #700, TO ESTABLISH FRIDAY, APRIL 30TH, 2021 AS ARBOR DAY IN MONTEZUMA. *A copy of Resolution #700 is attached to and made a part of these Minutes. Attachment #2.*

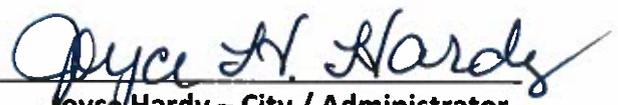
MOTION BY: Ms. Johnson
SECOND BY: Mr. Levie

VOTE: UNANIMOUS, IN FAVOR OF

ADJOURN: With no further business, the meeting was adjourned.



Larry J. Smith - Mayor



Joyce Hardy - City / Administrator

STATE OF GEORGIA

COUNTY OF MACON

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE YEAR 2022 – 2028 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS AND RELATED PURPOSES

THIS AGREEMENT is made and entered this the _____ day of _____, 2021 by and between Macon County, Georgia, a political subdivision of the State of Georgia (the “County”), and the City of Montezuma (“Montezuma”), the City of Marshallville (“Marshallville”), the City of Oglethorpe (“Oglethorpe”), and the City of Ideal (“Ideal”), municipal corporations of the State of Georgia (each, a “Municipality” and collectively, the “Municipalities”), the County and the Municipalities are each a “Party”, and collectively, “Parties”.

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 Municipalities are all of the municipal corporations that are locally wholly within the borders of the County, and each of the Municipalities is a “qualified municipality” with the meaning of O.C.G.A. §48-8-110(4), which is part of the Act; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 12th day of November 2020 in conformance with the requirements of the 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) County. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and

The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

This Agreement is a valid, binding, and enforceable obligation of the County; and

The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 16th day of March, 2021 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 Macon County for a period of twenty-four (24) quarters, commencing on the 1st day of November, 2022, to raise an estimated \$7,920,000 to be used for funding the projects specified in Exhibit A attached hereto.

(B) Municipalities. 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:

Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia; and

The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement; and

This Agreement is a valid, binding, and enforceable obligation of each Municipality; and

Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110(4); and

Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

(C) Compliance with the Act. 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 consistently with the Act.

The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A, attached hereto and incorporated herein by reference, and in accordance with the schedule specified in this Agreement.

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).

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.

(D) Conditions Precedent to the 2022 SPLOST. The obligation 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).

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).

This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

E. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on March 16, 2021, shall continue for a period of six (6) years with collections beginning on November 1st, 2022.

If the 2022 SPLOST is not previously authorized in a referendum in 2021 as contemplated herein, this Agreement shall expire at five o'clock p.m., Macon County, Georgia time on July 31, 2021. If the 2022 SPLOST is authorized in a referendum in 2021 as contemplated herein, this Agreement shall expire upon the last to occur of: (i) 5:00 o'clock p.m., Macon County, Georgia time on December 31, 2028; or (ii) the expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2022 SPLOST after the expiration of the 2022 SPLOST; or the completion of all projects described in Exhibit A.

F. Termination Rights. Effective immediately upon giving written notice of termination to the other Parties, the County shall have the right to terminate this Agreement if, the 2022 SPLOST is not authorized pursuant to the Act as contemplated herein (including approval in the necessary referendum) by 5:00 o'clock p.m., Macon County, Georgia time on July 31, 2021.

G. County SPLOST Fund; Separate Accounts; No Commingling

A special fund or account shall be created by the County and designated as the 2022 Macon County Special Purpose Local Option Sales Tax Fund ("**2022 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.

Each Municipality shall create a special fund to be designated as the 2022 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a

depository and custodian of the 2022 SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

All 2022 SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. 2022 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 2022 SPLOST proceeds shall be placed in such funds or accounts.

H. Procedure for Disbursement of 2022 SPLOST Proceeds

Upon receipt by the County of 2022 SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the 2022 SPLOST Fund. The monies in the 2022 SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A.

The County, following deposit of the 2022 SPLOST proceeds in the 2022 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 G of this Agreement.

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.

I. Projects

All capital outlay projects, to be funded in whole or in part from 2022 SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

J. 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. Any change to the schedule must be agreed to in writing by all parties to this Agreement.

K. Completion of Projects

The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. 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.

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.

The County and Municipalities agree that each approved 2022 SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the 2022 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).

L. Audits

During the term of this Agreement, the distribution and use of all 2022 SPLOST proceeds deposited in the 2022 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 2022 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.

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

M. 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:

For Macon County

Chairman Mickey D. George
Macon County Board of Commissioners
P.O. Box 297
Oglethorpe, GA 31068

For the City of Ideal, GA

Mayor Kathy Gordon
City of Ideal, Georgia
P.O. Box 9
Ideal, GA 31041

For the City of Marshallville, GA

Mayor Valery Davis
City of Marshallville, Georgia
P.O. Box 83
Marshallville, GA 31057

For the City of Montezuma, GA

Mayor Larry Smith
City of Montezuma, Georgia
P.O. Box 388
Montezuma, GA 31063

For the City of Oglethorpe

Mayor Bruce Hill
City of Oglethorpe
P.O. Box 425
Oglethorpe, GA 31068

N. 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 2022 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.

O. 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.

P. 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.

Q. 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.

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

S. 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.

T. 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.

U. 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.

Macon County, Georgia

Attest: (Seal)

By: _____
Signature

Clerk

Title

Date

City of Ideal, Georgia

Attest: (Seal)

By: _____
Signature

Clerk

Title

Date

City of Marshallville, Georgia

Attest: (Seal)

By: _____
Signature

Clerk

Title

Date

City of Montezuma, Georgia

Attest: (Seal)

By: _____
Signature

Clerk

Title

Date

City of Oglethorpe, Georgia

Attest: **(Seal)**

By: _____
Signature

Clerk

Title

Date

EXHIBIT A

County of Macon:

Capital equipment purchases for Emergency Medical Service, Fire Department, Public Works Department, Building Inspection Dept., General Government Buildings, Sheriff, Emergency Management Agency, and Recreation	\$1,717,321.00	21.38%
Capital Building Repairs/Improvements, Technology Improvements: Emergency Medical Service, Jail, Recreation Dept., Whitewater Park, Courthouse, E911, Broadband, and Courthouse Annex	\$886,034.00	11.19%
Road Improvements	\$1,697,997.00	21.44%

City of Montezuma:

Payment of GEFA Loan #3 up to (\$782,298.00) principal and interest	\$782,298.00	9.88%
Equipment and/or Capital Repairs/Improvements for Public Buildings, Adm. Dept., Cemetery, Parks, Police, Fire, Streets, Solid Waste, Water and Sewer Departments and Street and Drainage Improvements; Sidewalks -where needed/ City Wide	\$1,076,526.00	13.59%

City of Marshallville:

Payment of GEFA loan	\$350,712.00	4.43%
Equipment and /or Capital Repairs/Improvements for Public Buildings, City Wide Water, Sewer, Streets, Drainage, Cemetery, Parks and Recreation.	\$215,248.00	2.72%
Capital equipment purchases and vehicles for Public Works, Public Safety and Administration	\$211,784.00	2.67%

City of Oglethorpe:

Capital improvements and upgrades for Streets, Wastewater Plant, Water and Sewer and Sidewalks	\$433,050.00	5.47%
Capital equipment purchases and vehicles for Police Department, Fire Department and City Departments.	\$280,542.00	3.54%

City of Ideal

Capital improvements/upgrades and equipment for City Wide water and sewer

\$140,000.00 1.77%

Equipment and/or capital improvements/upgrades for City Hall, Police Dept., Voting Room and Courtroom

\$128,488.00 1.62%

ADDITIONAL CONSIDERATIONS NOT INCLUDED IN PREVIOUS AGREEMENTS

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.

Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Resolution # 700

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MONTEZUMA, GEORGIA PROCLAIMING APRIL 30, 2021 AS "ARBOR DAY" IN MONTEZUMA.

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

WHEREAS, trees are renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide wildlife habitat; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal and serve to enhance the economic vitality of business areas and beautify our community;

NOW, THEREFORE, I, Larry J. Smith, as Mayor of the City of Montezuma, Georgia, do hereby proclaim, Friday, April 30, 2021 as:

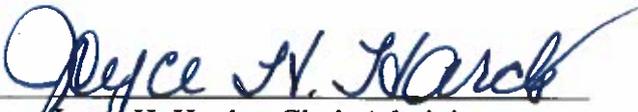
"Arbor Day"

in Montezuma, Georgia and urge all citizens to support efforts to protect our trees and woodlands and join together in planting trees to gladden the hearts and promote the well-being of present and future generations.

SO IT BE RESOLVED, this 9th day of March, 2021.

THE CITY OF MONTEZUMA, GEORGIA

By: _____
Larry J. Smith - Mayor

Attest: 
Joyce H. Hardy - Clerk Administrator