



City of Jasper
200 Burnt Mountain Road
Jasper, GA 30143
MINUTES | SPECIAL CALLED COUNCIL MEETING
Friday, February 14, 2025, 6:00 PM

MEMBERS PRESENT

Mayor Kirk Raffield
Folsom C. Proctor
John Foust
Anne Sneve

STAFF

Brandon Douglas
Kim Goldener
Lorrie Waters

GUESTS IN ATTENDANCE

Samuel Sly

MEMBERS ABSENT

Jim Looney
Brandon Hannah

LEGAL COUNSEL

PRESS

Mari Livsey – KnowPickens
Angela Reinhardt – Pickens Progress

AGENDA ITEM: Call Meeting to Order/Invocation/Pledge of Allegiance		PRESENTER: Mayor Kirk Raffield
Mayor Raffield called the meeting to order. Mayor Raffield called on Councilmember Anne Sneve to confirm a quorum was present. Mayor Raffield provided the Invocation. Mayor Raffield called on Councilmember Dr. Folsom Proctor who led the Pledge of Allegiance.		
ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
None	N/A	N/A

AGENDA ITEM: Adopt Agenda		PRESENTER: Mayor Kirk Raffield
CONCLUSION: Mayor Raffield called for a motion to adopt the agenda. Councilmember John Foust made a motion to approve. Councilmember Anne Sneve provided a second. The motion to approve passed 3 to 0.		
ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
Approved	N/A	N/A

AGENDA ITEM: New Business #1 Consideration & Approval of Corrective Minutes from 08.05.2019 Council Meeting along with associated documents to remedy scrivener's errors.		PRESENTER: Brandon Douglas – City Manager
Discussion: Mayor Kirk Raffield asked for a motion to approve the corrective minutes as presented for the August 5, 2019 meeting as reflected from the videography as documented in the corrective minutes and for the City to reproduce an executed Intergovernmental Agreement with Pickens County for a 6 year SPLOST in accordance with the duly passed motion and for the associated necessary documents to be executed by the authorized agents as set by the City Charter to carry out the duly passed motion and to remedy the omission within the minutes by the City Clerk at that time of the duly passed motion in order to have said minutes accurately reflect the approved action by the City Council.		
Conclusion: Mayor Raffield called for said motion as discussed. Councilmember Anne Sneve made a motion to approve. Council Member John Foust provided a second. The motion passed 3 to 0.		
ACTION ITEMS	PERSON RESPONSIBLE	DEADLINE
Approved	N/A	N/A

AGENDA ITEM: Adjourn		PRESENTER: Mayor Kirk Raffield	
Discussion: Mayor Raffield called for a motion to adjourn. Councilmember Dr. Folsom Proctor made a motion to adjourn. Councilmember Anne Sneve provided a second. The motion to adjourn passed 3 to 0.			
ACTION ITEMS		PERSON RESPONSIBLE	DEADLINE
Adjourned		N/A	N/A



Mayor, Kirk D. Raffield



City Clerk, Lorrie Waters



Regular Council Meeting
August 5, 2019

Councilmember Tony Fountain seconded the motion. Motion carried unanimously. Mayor Weaver closed the meeting.

Councilmember Kirk Raffield made a motion to come out of executive session.
Councilmember Anne Sneve seconded the motion. Motion carried unanimously. Mayor Weaver opened the meeting.

Mayor Weaver asked for committee updates. Councilmember Proctor gave an update on the Economic Developer Hiring Committee and the Perrow/Roper/Pool Property Development Committee. City Manager Brandon Douglas gave an update on the Cost of Construction Aid Committee. Mr. Douglas gave an update on the SPLOST 2020 Committee.

*** Corrective Minutes***

Pursuant to the Official videography/record of the August 5, 2019 meeting, the following account is to be included as part of the official record for the August 5, 2019 meeting. Beginning at the 2:15:55 section of the video (<https://youtu.be/SGw752noAgs?si=vT-cB3hv0otcgwwe>), Mayor Weaver calls on Councilmember Foust, Councilmember Proctor, City Manager Brandon Douglas and City Clerk Lisa Hoyle. City Manager Brandon Douglas began remarks in regards to the called SPLOST 2020 meeting by Pickens County on July 9, 2019 where projected numbers were provided for a 6 year SPLOST. Mr. Douglas provided background on the need for an IGA between the County and the municipality that has 50% or more of the total population of the cities in the County. The City of Jasper meets this qualification and would be eligible for entering an IGA. Mr. Douglas further discussed the documents in the packet containing a comparison of the 5 year versus 6 year SPLOST collections. Mr. Douglas further advised that the County can conduct a 5 year SPLOST without involvement of Cities. However, Mr. Douglas explained the County's proposed percentage to the City at the 5 year versus the 6 year. City Attorney Bill Pickett advised that the IGA has been drafted and provided to him for review. Councilmember Proctor provided comments from the committee perspective that he had been in conversations with the County and had attempted to converse with them about the projected amount proposed in the 6 year. Councilmember Proctor further described the difference in the collection amount and the process for the 5 year versus the 6 year SPLOST. Mayor Weaver provided further questions relating to the County's intent in the proposed amounts as offered to the City. Mayor Weaver provided further information regarding the various needs of the City of water, sewer, parks, etc. Councilmember Proctor provided further comments and advised that the 6 year approach is a better business model. Councilmember Raffield inquired from

Mr. Douglas regarding the numbers of the 5 year versus the 6 year SPLOST collections and the associated projects in the selected "buckets". Further discussion was held relative to the 5 year versus the 6 year. Mayor Weaver advised that he would entertain a motion to enter into the IGA for a 6 year SPLOST. Councilmember Raffield provided comment regarding the community will have the voice to vote for the SPLOST referendum. Mayor Weaver asked for a motion. Councilmember Raffield stated that for the betterment of the community, he makes a motion the City enter into the IGA for 6 years for SPLOST (as presented by Pickens County) with Councilmember Sneve providing a second. Mayor Weaver called for the vote and the Council voted 4 in favor and 1 against, and therefore the motion approving entering into the 6 year SPLOST IGA and all associated necessary documents duly passed. Attached to the minutes is the approved 6 year SPLOST IGA.

Finance Director Lisa Hoyle gave the financial report for the month of July 2019.

Lonnie Waters gave a report on roads and streets.

Chief Greg Lovell gave a report of police activities for the month of July 2019.

Chief Steve Roper gave a report of fire activities for the month of July 2019.

Being no other business to come before Council, Mayor Weaver adjourned the meeting. Council is scheduled to convene next at the public meeting to be held August 7, 2019 and the regular meeting to be held September 9, 2019.

John W. Weaver
Mayor

Lisa J. Hoyle
City Clerk / Finance Director

STATE OF GEORGIA
COUNTY OF PICKENS

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2019
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the _____ day of _____, 2019 by and between PICKENS COUNTY, a political subdivision of the State of Georgia (the "County"), and the City of Jasper, the City of Nelson, and the City of Talking Rock, 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 June 20, 2019 and July 9, 2019 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 the first available election date in 2019 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 Pickens County for a period of 24 quarters, commencing on the date of the expiration of the existing tax to raise an estimated \$37,000,000.00 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
 - (iii) 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 the 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 revenue commissioner 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 the first available election date in 2019, shall continue for a period of 24 quarters with collections beginning on the date of the expiration of the existing tax.

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 2019 Pickens 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 2019 special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 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 revenue commissioner, 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.

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 a 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 six years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the six-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. 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.

Section 12. 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 13. 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:

Pickens County Commission Chair
1266 East Church Street
Suite 188
Jasper, Georgia 30143

Mayor, City of Jasper
200 Burnt Mountain Road
Jasper, Georgia 30143-1273

Mayor, City of Nelson
1985 Kennesaw Avenue
P.O. Box 100
Nelson, Georgia 30151-0100

Mayor, Talking Rock
P.O. Box 893
Talking Rock, Georgia 30175

Section 14. 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 15. 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 16. 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 17. 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 18. Compliance with Law

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

Section 19. 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 20. 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 21. 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.

(Signatures next page)

COUNTY OF PICKENS, GEORGIA

BY: _____
Robert P. Jones, Chair

ATTEST:

CLERK

[SEAL]

CITY OF JASPER, GEORGIA

BY: *John Foust*
~~John Weaver, Mayor~~ John Foust, Mayor Pro Tem

ATTEST:
Spence J. Waters
CLERK

[SEAL]



CITY OF NELSON, GEORGIA

BY: _____
Sylvia Green, Mayor

ATTEST:

CLERK

[SEAL]

CITY OF TALKING ROCK, GEORGIA

BY: _____
Randy Banks, Mayor

ATTEST:

CLERK

[SEAL]

EXHIBIT A

County Road Projects and Facilities	\$ 16,039,500.00
County Water and Sewer Facilities	\$ 1,110,000.00
County Payment of Airport Debt	\$ 3,496,500.00
County Fire, EMS, 911	\$ 2,960,000.00
County Sheriff	\$ 2,960,000.00
County Parks and Recreation Projects	\$ 3,700,000.00
City of Jasper Projects	\$ 5,002,400.00
City of Nelson Projects	\$ 1,650,200.00
City of Talking Rock Projects	\$ 81,400.00

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF JASPER, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE MAYOR OR THE MAYOR PRO TEM OF THE CITY OF JASPER, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND CERTAIN MUNICIPALITIES OF PICKENS COUNTY CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 ET. SEQ.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

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

WHEREAS, Pickens County, Georgia, the City of Jasper, Georgia, the City of Nelson, Georgia, and the City of Talking Rock, Georgia, desire to utilize the proceeds of a SPLOST for one or more of the purposes authorized under O.C.G.A. § 48-8-111(a)(1).

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

SECTION 1.

The attached intergovernmental agreement addressing the disbursement of SPLOST proceeds among Pickens County, Georgia, the City of Jasper, Georgia, the City of Nelson, Georgia, and the City of Talking Rock, Georgia is hereby approved.

SECTION 2.

The Mayor or the Mayor Pro Tem of the City of Jasper, Georgia is authorized to execute the intergovernmental agreement on behalf of the City of Jasper, Georgia and affix the seal of the City of Jasper thereto.

SECTION 3.

The Mayor or the Mayor Pro Tem of the City of Jasper, Georgia is authorized to execute this resolution on behalf of the City of Jasper, Georgia and affix the seal of the City of Jasper thereto.

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

This the 5th day of August, 2019.

CITY OF JASPER, GEORGIA

BY: 

John Forist, Mayor Pro Tem



ATTEST: 

Clerk

[SEAL]