

**A G E N D A**  
***Special Called City Council Meeting***  
***Monday, July 11, 2022 – 2:00 p.m.***

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

➤ **Item for Consideration**

- **Resolution, Associate Judge Agreement:** A resolution to authorize the City Manager to execute an agreement between the City and Crystal Harmon which sets forth the terms of Ms. Harmon's appointment as the Associate Judge of the Garden City Municipal Court.
- **Resolution, TSPOST Intergovernmental Agreement:** A resolution to accept that certain "Intergovernmental Agreement for the use and distribution of proceeds from the 2022 Transportation Special Purpose Local Option Sales Tax ("TSPLOST") for capital transportation projects" as proposed by Chatham County; to identify the City's capital transportation projects to be funded by TSPLOST; to authorize the seeking of approval from the Garden City electorate for the City's incurring general obligation debt of up to \$15,000,000 to
- **Resolution, Police Department Night Differential Pay:** A resolution to amend the City's night shift differential and field training officer pay policy for employees of the Garden City Police Department by increasing from \$15 to \$50 the additional compensation paid per 12-hour work shift to non-exempt police officers for shift work performed outside the hours of 7:00 a.m. to 7:00 p.m.

➤ **Adjourn**

## **GARDEN CITY RESOLUTION**

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that **CRYSTAL D. HARMON**, as a duly qualified member in good standing of the State Bar of Georgia, and admitted to practice before the appellate courts of this State, be appointed to serve as Associate Judge of the Garden City Municipal Court, in place of Brian Joseph Huffman, Jr., who recently resigned his position to serve as Judge of the Recorder's Court for Chatham County, Georgia, for the purpose of exercising all of the authority and duties of such position as are set forth in Article IV, Section 4.11 (b) of the Garden City, Georgia, Charter, in compliance with all applicable laws, statutes, and ordinances of Garden City, the State of Georgia, and the United States of America.

BE IT FURTHER RESOLVED that before Ms. Harmon commences performance of her duties and responsibilities as the Associate Judge of the Garden City Municipal Court, she be given his oath of office as required by Article IV, Section 4.11 (e), of the Garden City, Georgia, Charter, that the oath be entered upon the minutes of City Council, and that her name, contact information for business correspondence, and term of office be provided to the Georgia Administrative Office of the Courts.

BE IT FURTHER RESOLVED that the City Manager execute, with the Clerk of Council's attestation, that certain agreement between the City and Crystal D. Harmon attached hereto as Exhibit "A" which sets forth the terms of Ms. Harmon's appointment as the Associate Judge of the Garden City Municipal Court.

IN OPEN SESSION this 11<sup>th</sup> day of July, 2022.

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RHONDA FERRELL-BOWLES  
Clerk of Council

Received and approved this 11<sup>th</sup> day of July, 2022.

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DON BETHUNE, MAYOR

**Exhibit "A"**

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

THIS AGREEMENT is made this \_\_\_\_\_ day of July, 2022, by and between **GARDEN CITY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **CRYSTAL D. HARMON** of Chatham County, Georgia (hereinafter referred to as "Ms. Harmon").

WHEREAS, the City desires to appoint and engage Ms. Harmon to exercise the powers, and to perform the duties and responsibilities, as Associate Judge of the Municipal Court of Garden City, Georgia.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. **Appointment and Services to be Rendered.** The City appoints Ms. Harmon as Associate Judge of the Garden City Municipal Court and authorizes her to exercise any and all powers associated with such position as set forth in the applicable provisions of State law as well as the City Charter and ordinances. As Associate Judge, Ms. Harmon is required by the City to perform, and Ms. Harmon agrees to perform, all of the duties and responsibilities of the Associate Judge of the Municipal Court of Garden City, Georgia, which duties and responsibilities include presiding over approximately twenty-five (25%) percent of the scheduled court sessions pursuant to a court schedule established by City ordinance or, in the absence of an applicable ordinance, by the Chief Judge of the Garden City Municipal Court, and signing arrest warrants and conducting arraignments on an as-needed basis. The performance of services of the Associate Judge shall be subject to the guidance, direction, and oversight of the Chief Judge of the Court.

Section 2. **Decision-Making Responsibility**. The Associate Judge shall be responsible for making judicial decisions which include, but are not limited to, the determination of bail in individual cases, financial ability, conditions of probation, liability, eligibility for indigent defense, and alternatives to monetary penalties including community service and penalty or fine reductions.

Section 3. **Qualifications and Performance.** The Associate Judge shall be licensed to practice in the State of Georgia and an active member in good standing of the State Bar of Georgia. All work done by the Associate Judge shall be of the highest professional standard and shall be performed to the City's reasonable satisfaction. The City recognizes that professional regulatory and advisory groups and bodies may from time to time establish standards and requirements with regard to municipal court judges. All restrictions contained herein with respect to the duties and obligations of the Associate Judge shall be subject to said standards and requirements of the aforesaid groups and bodies.

Section 4. **Status**. The Associate Judge's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee. The Associate Judge warrants and represents that she has complied with all state and local laws regarding licenses that may be required for her to perform the work as set forth in this Agreement. The Associate Judge shall not be entitled to receive any compensation or benefits other than those expressly provided in this Agreement. Except as otherwise required by law, the City shall not withhold any sums from the payments to be made to the Associate Judge for Social Security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely the Associate Judge's responsibility. She shall not be eligible for, nor be entitled to, and shall not participate in, any of the City's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the City's employees.

Section 5. **Terms of Payment**. The City shall pay the Associate Judge, as sole consideration for the services being rendered pursuant hereto, the sum of Seven Hundred Fifty and 00/100's (\$750.00) Dollars per court day (which includes any and all sessions within the day such as criminal, traffic, and arraignments) worked by the Associate Judge. The Associate Judge shall invoice the City for such compensation within ten (10) business days after the court day during which her services were rendered. The City shall process the invoice for payment within two (2) weeks after receiving the invoice.

Section 6. **Reimbursement of Expenses**. The City shall pay for the cost of the Associate Judge's judicial training as required pursuant to Official Code of Georgia Annotated Section 36-32-27 on a pro rata basis with the other municipal courts in Georgia over which the Associate Judge presides. In order to receive payment on such basis for the training, the Associate Judge shall submit to the City Manager an invoice evidencing the cost of the training and a statement identifying all of the municipal courts in Georgia over which the Associate Judge is presiding during the year in question. The amount which the City shall pay towards the Associate Judge's required judicial training shall be calculated by dividing the amount of the submitted invoice by the number courts identified in the statement. Other than paying for the Associate Judge's training as aforesaid, the City shall not be liable to the Associate Judge for any expenses she pays or incurs unless otherwise agreed to in writing by the City.

Section 7. **City Not Responsible for Worker's Compensation**. Because the Associate Judge is not an employee of the City, the City will not obtain worker's compensation insurance for the Associate Judge.

Section 8. **Term**. This Agreement's term shall commence on July 13, 2022, and shall remain in force until January 31, 2023.

Section 9. **Termination**. The Associate Judge may be removed from her position, and this Agreement terminated, during his term of service by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth

in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for the following:

- (i) willful misconduct in office;
- (ii) willful and present failure to perform duties;
- (iii) habitual intemperance;
- (iv) conduct prejudicial to the administration of justice which brings the judicial office in disrepute; or,
- (v) disability seriously interfering with the performance of duties, which is or is likely to become, of a permanent character.

Section 10. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows or to another addressee or address as shall be set forth in a notice given in the same manner:

If to the Associate Judge:      Crystal D. Harmon, Esq.  
    Attorney at Law  
    Post Office Box 8613  
    Savannah, Georgia 31412

and

If to the City:                      Scott Robider  
    City Manager  
    Garden City City Hall  
    100 Central Avenue  
    Garden City, Georgia 31405

Any notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

Section 11. **No Authority to Bind City.** The Associate Judge has no authority to enter into contracts or agreements on behalf of the City.

Section 12. **Validity.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

Section 13. **Waiver of Breach.** The waiver by the City or by the Associate Judge of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of the other party.

Section 14. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the City, its successors and assigns. It shall not be assignable by the Associate Judge.

Section 15. **Entire Agreement.** This Agreement represents the entire understanding of the parties. There are no other outstanding agreements or provisions on this subject matter. This Agreement may not be amended except by a writing signed by the party against whom enforcement of any amendment is sought.

Section 16. **Applicable Law.** The parties agree that this Agreement shall be construed and enforced pursuant to the laws of Georgia.

Section 17. **Severable.** If, for any reason, any section or portion of this Agreement shall be held by a court to be invalid or unenforceable, it is agreed that this shall not affect any other section or portion of this Agreement.

Section 18. **Insurance.** The Associate Judge agrees to procure and maintain at her expense until this Agreement is terminated professional liability insurance in an amount not less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate issued by an insurance company authorized to do business in the State of Georgia. Before commencing work under this Agreement, the Associate Judge shall furnish the City a certificate in form satisfactory to the City, showing how she has complied with this Section 18. The certificate shall provide that the policy shall not be changed or canceled until at least thirty (30) days written notice shall be given to the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF GARDEN CITY, GA**

By: \_\_\_\_\_  
Scott Robider, City Manager

Attest: \_\_\_\_\_  
Rhonda Ferrell-Bowles  
Clerk of Council

\_\_\_\_\_  
**CRYSTAL D. HARMON** (L.S.)

## **RESOLUTION**

**A RESOLUTION TO AMEND THE CITY'S NIGHT SHIFT DIFFERENTIAL AND FIELD TRAINING OFFICER PAY POLICY FOR EMPLOYEES OF THE GARDEN CITY POLICE DEPARTMENT BY INCREASING FROM FIFTEEN DOLLARS (\$15.00) TO FIFTY DOLLARS (\$50.00) THE ADDITIONAL COMPENSATION PAID PER 12-HOUR WORK SHIFT TO FLSA NON-EXEMPT POLICE OFFICERS FOR SHIFT WORK PERFORMED OUTSIDE THE HOURS OF 7:00 A.M. to 7:00 P.M.; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**BE IT RESOLVED** by the Mayor and Council of Garden City, Georgia:

**WHEREAS**, on June 6, 2022, the Mayor and Council passed a resolution implementing a personnel policy for paying additional compensation to police officers working 12-hour shifts outside the hours of 7:00 A.M. to 7:00 P.M. o'clock and to officers assigned to field training supervision; and,

**WHEREAS**, the Mayor and Council wish to amend the policy by increasing from Fifteen Dollars (\$15.00) to Fifty Dollars (\$50.00) the additional compensation paid per 12-hour work shift to FLSA non-exempt police officers for shift work performed outside the hours of 7:00 a.m. o'clock to 7:00 p.m. o'clock; and,

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that the City's Night Shift Differential and Field Training Officer Pay Policy be amended by increasing from Fifteen Dollars (\$15.00) to Fifty Dollars (\$50.00) the additional compensation paid per 12-hour work shift to FLSA non-exempt police officers for shift work performed outside the hours of 7:00 a.m. o'clock to 7:00 p.m. o'clock;

**BE IT FURTHER RESOLVED**, that the City's Night Shift Differential and Field Training Officer Pay Policy, as amended, shall read as set forth in the Exhibit "A" attached hereto which is incorporated herein by reference and made a part hereof.

**BE IT FURTHER RESOLVED**, that the amendment to the Night Shift Differential and Field Training Officer Pay Policy approved herein shall take effect immediately upon the passage of this Resolution.

**ADOPTED** this 11th day of July, 2022.

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Don Bethune, MAYOR

**RECEIVED AND APPROVED** this 11<sup>th</sup> day of July, 2022.

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Rhonda Ferrell Bowles, CLERK OF COUNCIL

## **EXHIBIT "A"**

### **NIGHT SHIFT DIFFERENTIAL/FIELD OFFICE TRAINING PAY POLICY**

#### **Night Differential Pay**

Night shift differential pay refers to the additional payment to a non-exempt police officer for hours worked outside the hours of 7:00 a.m. to 7:00 p.m. on a routine basis.

It is the responsibility of the Chief of Police to define jobs that are eligible for night shift differential and the rates to be paid. The Chief's responsibility is to communicate to affected employees how night shift differential pay is calculated and what schedules are eligible for the differential. Additionally, each qualifying employee must verify the night differential allocation per shift as required in the time-keeping program. Supervisors are responsible for tracking and verifying employee schedules and hours for those who are eligible for night shift differential. Officers assigned to the night shift only qualify for the payment if they are present and working, as it is not an automatic entitlement.

1. Police officers who work the hours of 7:00 p.m. to 7:00 a.m. will earn night shift differential pay of \$50.00 per 12-hour shift. This is not an hourly benefit but represents a one-time, flat rate.
2. Assignment to a shift does not vest a police officer with a vested right to work a particular shift or to receive night shift differential pay if reassigned to a different shift.
3. Vacation leave, sick leave, and holiday leave are not considered time worked for the purpose of calculating night shift differential pay.
4. Any pay increases shall not be based on the shift differential rate but the employee's performance evaluation results.

#### **Field Training Officer Pay (FTO)**

Currently, Field Training Officers (FTOs) are paid a Flat rate of \$30 per 12-hour shift worked, which is a budgeted expense for FY2022. FTOs are not eligible for the payment unless they are present and actively training the new officer on their assigned shift.

Whereas the Garden City Police Department has many new officers requiring full-time training and supervision, the position of an FTO is an essential role in ensuring that new police officers assigned to their care are adequately prepared to perform the essential duties of a Police Officer.

1. The current flat rate of pay for FTO Supervision is \$30 per shift worked.
2. This current rate will remain unchanged for one year (1) from when this Resolution is approved.
3. After the one-year (1) period expires, the flat rate for FTO Supervision will be reduced to \$20 per shift worked.

## **GARDEN CITY RESOLUTION**

**A RESOLUTION TO ACCEPT THAT CERTAIN “INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (“TSPLOST”) FOR CAPITAL TRANSPORTATION PROJECTS” AS PROPOSED BY CHATHAM COUNTY; TO IDENTIFY THE CITY’S CAPITAL TRANSPORTATION PROJECTS TO BE FUNDED BY TSPLOST; TO AUTHORIZE THE SEEKING OF APPROVAL FROM THE GARDEN CITY ELECTORATE FOR THE CITY’S INCURRING GENERAL OBLIGATION DEBT OF UP TO \$15,000,000.00 TO INITIALLY FUND THE COST OF SUCH PROJECTS; AND FOR OTHER PURPOSES.**

BE IT HEREBY RESOLVED by the Mayor and Council of Garden City, Georgia:

WHEREAS, the Mayor and Council of Garden City, Georgia, agree to the imposition of a special county Transportation Special Purpose Local Option Sales and Use Tax (the “TSPLOST”) for a five (5) year period commencing April 1, 2023, to fund authorized capital transportation projects (e.g., roads, trails, roundabouts, sidewalks, traffic signals, drainage, resurfacing and all accompanying infrastructure and services) for the use and benefit of Chatham County and qualified municipalities within said County such as Garden City, subject to being approved by the electorate in a County-wide referendum to be held on November 8, 2022, 2022; and,

WHEREAS, Chatham County, Bloomingdale, Port Wentworth, Pooler, Thunderbolt, the City of Savannah, Tybee Island, and Vernonburg have negotiated an Intergovernmental Agreement attached hereto as Exhibit 1 providing for the use and division of TSPLOST in the event a majority of the votes cast in the referendum are in favor of imposing the TSPLOST, said Agreement allocating to the City 4.3891% of the TSPLOST proceeds (estimated to be \$420,000,000.00 before the deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Chatham County) to be used for funding the City’s capital transportation projects which are identified in Exhibit 2 hereto (the “Garden City Transportation Projects”); and,

WHEREAS, the Intergovernmental Agreement also provides that if after 5 years or after reaching \$420,000,000 of the collection of TSPLOST funds net proceeds are greater than the \$420,000,000 anticipated, 3.60% of the excess funds will be allocated to Garden City for funding the Garden City Transportation Projects; and,

WHEREAS, the Intergovernmental Agreement provides that if a city determines that its general obligation debt is necessary to initially fund its projects, such City shall notify the County of its intention so that language can be included in the TSPLOST election ballot for such purpose; and,

WHEREAS, the Mayor and Council wish to provide that if the imposition of the tax is approved by the voters of Garden City, such vote shall also constitute approval of the issuance of

general obligation debt of the City in the principal amount of up to \$15,000,000.00 to initially fund the performance of the Garden City Transportation Projects; and,

WHEREAS, the City supports the imposition of TSPLOST as a necessary means to fund capital transportation initiatives of municipal and county governments and is desirous of having the County take whatever action is necessary to provide the voters of Chatham County the opportunity to support such an important revenue source;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Garden City, Georgia, in regular session assembled, does hereby approve that certain "Intergovernmental Agreement for the Use and Distribution of Proceeds from the 2022 Transportation Special Purpose Local Option Sales Tax for Capital Transportation Projects" attached hereto as Exhibit 1, and requests the Chatham County Commission to take all necessary actions set forth therein for imposing TSPLOST for 5 years, starting on April 1, 2023, for the funding of authorized county and municipal capital transportation projects identified in Exhibit A thereto, including those to be performed by Garden City which are identified in Exhibit 2 to this Resolution.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, on behalf of the City, the Intergovernmental Agreement attached hereto as Exhibit 1 to evidence the City's approval thereof.

BE IT FURTHER RESOLVED that if the imposition of the tax is approved by the voters of Garden City, such vote shall also constitute approval of the issuance of general obligation debt of the City in the principal amount of up to \$15,000,000.00 to initially fund the performance of the Garden City Transportation Projects, said debt to be satisfied from the proceeds of its portion of the TSPLOST and then, if there is any shortfall, from the City's general fund (the City to covenant that, in order to make its debt service payments when due from its general fund to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid). The County shall be provided with a certified copy of this Resolution to serve as notice of the necessity for the City to incur general obligation debt (bonds) to finance its Transportation Projects so that language can be included in the TSPLOST election ballot for such purpose. The City will take all actions necessary to call an election to be held in all voting precincts in the City for the purpose of submitting to the voters of the City for their approval, the question of whether or not a general obligation debt shall be imposed for funding the Transportation Projects.

Adopted by the Mayor and Council of Garden City, Georgia, this \_\_\_\_ day of July, 2022.

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RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this \_\_\_\_ day of July, 2022.

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DON BETHUNE, Mayor

**EXHIBIT 1**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF  
PROCEEDS FROM THE 2022 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION  
SALES TAX FOR CAPITAL TRANSPORTATION PROJECTS**

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2022  
TRANSPORTATION SPECIAL PURPOSE LOCAL  
OPTION SALES TAX FOR CAPITAL  
TRANSPORTATION PROJECTS**

**THIS AGREEMENT** (this "Agreement") is made and entered this the \_\_\_\_ day of \_\_\_\_, 2022, by and between Chatham County, a political subdivision of the State of Georgia (the County), and the Mayor and Council of the town of Thunderbolt, a municipal corporation, the Mayor and Council of Bloomingdale, a municipal corporation, the Mayor and Council of Garden City, a municipal corporation, the Mayor and Council of Port Wentworth, a municipal corporation, the Mayor and Aldermen of Savannah, a municipal corporation, the Mayor and Council of Tybee Island, a municipal corporation, the Mayor and Aldermen of Vernonburg, a municipal corporation, the Mayor and Council of Pooler, a municipal corporation, and all political subdivisions of the State of Georgia (hereinafter the "Municipalities" or "Cities") and herein collectively referred to as the "Governing Authorities". 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 Option 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**, the governing authorities of the County and the Municipalities met together on 16 June, 2022 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 Cities have negotiated a division of the **TSPLOST** to be collected in the event a majority of the votes cast in the election are in favor of imposing the TSPLOST; and

**WHEREAS**, the County may enter into agreements with the other municipalities in the County providing for the distribution of a portion of TSPLOST proceeds to such other municipalities to fund allowable capital outlay projects as authorized by the referendum to be held on November 8<sup>th</sup>, 2022, if passed; and

**WHEREAS**, the County, and the Municipalities, and all citizens of the County will derive substantial benefits from the proposed projects to be funded by TSPLOST proceeds distributed pursuant to this Agreement; 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.

**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:

All recitals above are incorporated by reference into the body of this agreement.

**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 into this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on the 8<sup>th</sup> of November, 2022, 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 Chatham County, as authorized by the Act for up to five years (20 calendar quarters) commencing on the 1<sup>st</sup> of April, 2023 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 in the principal amount of \$50,000,000 to finance certain of the Projects. The City of Savannah shall be authorized to issue general obligation debt in the principal amount of up to \$50,000,000 to finance certain of the Projects. The City of Garden City shall be authorized to issue general obligation debt in the principal amount of up to \$15,000,000 to finance certain of the Projects. The Town of Thunderbolt shall be authorized to issue general obligation debt in the principal amount of up to \$3,000,000 to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$420,000,000 (Four Hundred and Twenty Million Dollars).

(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 respective governing boards, 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 O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

(e) This Agreement is a valid, binding, and enforceable obligation of the County and the Municipalities; and

(f) The Cities are located entirely or partially within the geographic boundaries of the special tax district created in the County.

**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 Chatham County authorizing the imposition of the TSPLST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLST 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.

(c) This Agreement is further conditioned upon the collection of TSPLST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County for appropriate distribution to the Municipalities.

**Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax.** The TSPLST, subject to approval in an election to be held on the 8<sup>th</sup> of November, 2022, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$420,000,000 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Chatham County). The maximum period of time for which the tax may be imposed is five years, beginning on the 1<sup>st</sup> of April, 2023.

**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 Chatham 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 TSPLST even if such expenditure is made after the expiration of the TSPLST collection period.

**Section 5. Restrictions as to Use of Tax Funds**

A. The Cities and the County shall comply with all requirements of Georgia law pertaining to all TSPLST funds each receives, including but not limited to the following:

(i) All TSPLST funds and interest received may only be used for projects described in Exhibit A which is attached hereto and made part of this Agreement.

a. If circumstances arise which dictate that a project which initially seemed feasible is no longer so, then the governing body to which the TSPLST funds for such project was allocated under this Agreement may use its lawful discretion to make adjustments in its plan of capital projects.

b. In the event that the cost to complete a project is less than the amount allocated to that project, under this Agreement, then the governing body to which the TSPLST funds for such project were allocated may use its lawful discretion to make adjustments in its plan of capital projects to utilize the funds for other projects provided for in this Agreement.

c. The lack of funds to complete a project contained on Exhibit A by any governing authority is not grounds to deem the project infeasible.

- (ii) All TSPLOST funds received shall be accounted for in a separate fund as more fully described herein and not commingled with other monies prior to expenditure for allowable uses.
- (iii) Interest earned from the investment of TSPLOST funds prior to their disbursement for allowable expenditures shall be considered TSPLOST funds and used under the same restriction for TSPLOST funds as set forth in subparagraph (i) above.
- (iv) No TSPLOST funds received may be used for general operating expenses. TSPLOST funds may be used to repay loans made to temporarily fund TSPLOST capital projects in anticipation of receipt of TSPLOST funds or may be used to pay debt service on any general obligation debt authorized in conjunction with the TSPLOST. In accordance with O.C.G.A. § 48-8-269.5, excess proceeds of the TSPLOST shall be used solely for the purpose of reducing any indebtedness of the County to the Cities other than indebtedness incurred pursuant to the TSPLOST election. If there is no such other indebtedness or if the excess proceeds exceed the amount of any such other indebtedness, then the excess proceeds shall next be paid into the general fund of the County or the Cities, it being the intent that any funds so paid into the general fund of the County or the Cities be used for the purpose of reducing ad valorem taxes.

B. The County and Cities agree to proceed with the acquisition, construction, design, permitting, equipping and installation of the projects specified in Exhibit A of this Agreement, subject to the availability of funds.

C. The County and Cities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each project undertaken as required to fulfill the terms of this Agreement.

D. If after 5 years the collection of TSPLOST fund net proceeds falls short of the \$420,000,000 anticipated, the County and the Cities agree to only receive their pro rata share of the income based on the division percentages in Section 8 (c).

E. If after 5 years or after reaching the \$420,000,000 of the collection of TSPLOST funds net proceeds are greater than the \$420,000,000 anticipated, the County and the Cities agree to divide the excess funds as to their pro rata share of the income based on the division percentages in Section 8(d).

## **Section 6. Purposes and Projects, Priority and Order of Funding.**

(a) In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the estimated total net proceeds (\$420,000,000) and any additional overage shall be utilized for the following transportation purposes (the "Purposes"): roads, trails, roundabouts, sidewalks, traffic signals, Chatham Area Transit, One Chatham, drainage, resurfacing, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.

(b) The County and the Municipalities recognize the necessity of a County-wide mobility system that connects people to the places they need and want to go throughout the County and the area economic market. TSPLOST further prioritizes a system that offers choice to all and emphasizes the equity core that anchors the development and delivery of infrastructure that meets these aims. The County's transit partner, Chatham Area Transit (CAT) is embarking on a Master Transit Plan and Implementation Strategy development over the remainder of this year and early 2023 that will define the transit investments to enhance connectivity and mobility serving the County and the Municipalities as well as the region. County and Municipal TSPLOST support will include the appropriate consideration of transit supportive infrastructure such as sidewalks and shelters as well as partnership funding to leverage grants for system expansion, fleet and operations sustainability including EV, and a keen focus on connecting all of Chatham County

(c) 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.

(d) All Projects and Purposes described herein shall be funded from TSPLOST proceeds as provided in this Agreement, and as specified in Exhibit A. No party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

#### **Section 7. TSPLOST Funds; Separate Accounts; No Commingling.**

(a) A special fund or account shall be created by the County and designated as the 2022 Chatham County Transportation Special Purpose Local Option Sales Tax Fund (the "County TSPLOST Fund"). The County shall select a local bank which shall act as 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 2022 [*Municipality name*] Transportation Special Purpose Local Option Sales Tax Fund (each a "Municipal TSPLOST Fund"). Each Municipality shall select a local bank which shall act as 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. TSPLOST proceeds shall not be commingled with other funds of the County or the 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 8. 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 TSPLST up to \$420,000,000 shall be apportioned by the County according to the figures provided herein in Section 8(c). 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 TSPLST proceeds in the County TSPLST Fund, shall, within 60 business days, disburse the TSPLST proceeds due to each Municipality according to subsection (c). The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 7(b) of this Agreement. The monies in each Municipality's TSPLST 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. Chatham County – 45.0695%
2. City of Savannah – 34.6007%
3. Pooler – 7.6565%
4. Garden City – 4.3891%
5. Port Wentworth – 4.6417%
6. Tybee Island – 1.3824%
7. Bloomingdale – 1.083%
8. Thunderbolt – 1.1028%
9. Vernonburg – 0.0742%

(d) If after 5 years or after reaching \$420,000,000 of the collection of TSPLST funds net proceeds are greater than the \$420,000,000 anticipated, the County and the Cities agree to divide the excess funds as to their pro rata share of the income based on the division percentages below:

The parties will divide the monthly excess fund proceeds as follows:

1. Chatham County – 31.97%
2. City of Savannah – 48.72%
3. Pooler – 8.01%
4. Garden City – 3.60%
5. Port Wentworth – 3.60%
6. Tybee Island – 1.54%
7. Bloomingdale – 1.47%
8. Thunderbolt – 0.98%
9. Vernonburg – 0.09%

## **Section 9. 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 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 its 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 10. Completion of Projects.**

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be substantially completed or started 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 which is not already designated to be spent on a project in Exhibit A, be measured from the date of termination of the TSPLOST agreement 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 11. 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. The County shall file a completion certificate of County projects with the Chatham County Board of Commissioners.

#### **Section 12. The County Debt.**

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation debt of the County in the principal amount of up to \$50,000,000.00.

The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated

therewith. The form of ballot will include the following language to provide for the authorization of general obligation debt:

“If imposition of the tax us approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Chatham County in the principal amount of \$50,000,000.

(b) The County’s debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund.

(c) The County will be responsible for all facets of the debt issuance and repayment process. The County will select its own 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 with the debt issuance process.

### **Section 13. The Cities Debt.**

(a) The Cities of Savannah, Garden City and Thunderbolt have each requested that the County include language in the TSPLOST election ballot for the authorization of general obligation debt. The form of ballot will include the following language to provide for the authorization of general obligation debt for such cities:

“If imposition of the tax us approved by the voters of the City of Savannah, such vote shall also constitute approval of the issuance of general obligation debt of the City of Savannah in the principal amount of \$50,000,000. If imposition of the tax us approved by the voters of Garden City, such vote shall also constitute approval of the issuance of general obligation debt of the City of Garden City in the principal amount of \$15,000,000. If imposition of the tax us approved by the voters of the Town of Thunderbolt, such vote shall also constitute approval of the issuance of general obligation debt of the City of Thunderbolt in the principal amount of \$3,000,000.”

(a) The Cities may use the proceeds of its debt for the purpose of funding City Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The Cities acknowledge that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.

(b) The Cities debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the City shall pay any shortfall attributable to the debt from its respective general fund.

(c) The Cities will be responsible for all facets of the debt issuance and repayment process. The City will select its own underwriter, bond counsel, local counsel, etc. The City will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

**Section 14. 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 for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities’ share of such costs.

**Section 15. Default.** The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

**Section 16. 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 17. 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 18. 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 19. 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 20. Entire Agreement.** This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects and Purposes. 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 and Purposes are hereby rescinded and superseded by this Agreement.

**Section 21. 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 23. Retention of Records**

The parties agree to retain all records pertaining to the TSPLOST funds for a period of at least four years subsequent to the expiration of the TSPLOST and to make such records reasonably available to each other upon request.

### **Section 24. Agreement Effective When Executed by the City and County**

This Agreement shall be effective when executed by Cities and the County. The County may enter into separate agreements with other Municipalities that are not signatories to this Agreement and other organizations upon such terms as appropriate to insure that funds will be used for TSPLOST eligible projects and meet the requirements of the law. If there is an inconsistency between such agreements and this Agreement regarding the distribution and allocation terms, this Agreement shall govern.

## **Section 25. Audits**

- A. During the term of this Agreement, the distribution and use of all TSPLOST proceeds shall be audited annually by an independent certified public accounting firm in accordance with Georgia Law. The County and Cities receiving TSPLOST proceeds shall be responsible for the cost of their respective audits. The County and Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. The Cities shall annually provide County its comprehensive annual financial report showing the receipt and use of TSPLOST funds including a Schedule of Projects Funded with Special Sales Tax Proceeds.

## **Section 26. 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:

If to County:

Lee Smith,  
County Manager  
Chatham County  
P.O. Box 8161  
Savannah, GA  
31412

If to Thunderbolt:

Beth E. Goette  
Mayor  
Thunderbolt  
2821 River Drive  
Thunderbolt, GA 31404

If to Savannah

Van Johnson  
Mayor  
Savannah City Hall, 2<sup>nd</sup> Floor  
2 East Bay Street  
Savannah, GA, 31401

If to Pooler

Rebecca Benton  
Mayor  
City of Pooler  
100 SW US HWY 80  
Pooler, GA 31322

If to Port Wentworth

Gary Norton  
Mayor  
7224 GA Highway 21  
Port Wentworth, GA 31407

If to Garden City	Don Bethune Mayor 100 Central Avenue Garden City, GA 31405
If to Bloomingdale	Dennis G. Baxter Mayor 8 West Hwy 80 Bloomingdale, GA 31302
If to Tybee Island	Shirley Sessions Mayor 403 Butler Avenue Tybee Island, GA 31328
If to Vernonburg	James R. Hungerpiller Mayor P.O. Box 61512 Savannah, GA 31420

### **Section 27. 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 28. Mediation**

The County and Cities 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.

(Signatures on the following page)

**IN WITNESS WHEREOF**, the County and the Cities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County as of the date set forth above.

CHATHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Chester A. Ellis, Chairman

Attest: \_\_\_\_\_  
Janice Bocook, Clerk of  
Commission

(Seal)

MAYOR AND COUNCIL OF THE  
TOWN OF THUNDERBOLT,  
GEORGIA

By: \_\_\_\_\_  
Dana Williams, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH,  
GEORGIA

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

Van R. Johnson II, Mayor

Attest:\_\_\_\_\_

Clerk of Council

(Seal)

MAYOR AND COUNCIL OF THE  
CITY OF POOLER,  
GEORGIA

By: \_\_\_\_\_  
Rebecca Benton, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

MAYOR AND COUNCIL OF THE  
GARDEN CITY,  
GEORGIA

By: \_\_\_\_\_  
Don Bethune, Mayor

Attest: \_\_\_\_\_  
Clerk of Council  
(Seal)

MAYOR AND COUNCIL OF THE  
CITY OF PORT WENTWORTH,  
GEORGIA

By: \_\_\_\_\_  
Gary Norton, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

MAYOR AND COUNCIL OF THE  
CITY OF TYBEE ISLAND,  
GEORGIA

By: \_\_\_\_\_  
Shirley Sessions, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

MAYOR AND COUNCIL OF THE  
CITY OF BLOOMINGDALE,  
GEORGIA

By: \_\_\_\_\_  
Dennis Baxter, Mayor

Attest: \_\_\_\_\_  
Clerk of Council

(Seal)

MAYOR AND ALDERMEN OF THE  
CITY OF VERNONBURG,  
GEORGIA

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

James R. Hungerpiller, Mayor

Attest: \_\_\_\_\_

Clerk of Council

(Seal)

**EXHIBIT A**

**TRANSPORTATION PROJECTS FUNDED IN WHOLE OR IN PART FROM  
TSPLOST PROCEEDS**

## **EXHIBIT 2**

### **GARDEN CITY TSPLOST CAPITAL TRANSPORTATION PROJECTS**

- (a) Road construction and improvements to include but not limited to Old Louisville Road, together with all accompanying infrastructure and services;
- (b) Resurfacing of existing roads;
- (c) Installation of trails, roundabouts, and traffic signals;
- (d) Drainage of existing roads; and,
- (e) Sidewalk construction and improvements.