



**Special Called Meeting
City of Hampton Mayor and City Council
July 17, 2019
7:00 p.m.**

Notice is hereby given that the City of Hampton Council will hold a Special Called Meeting on July 17, 2019 at 7:00 p.m. at the City Hall located at 17 East Main Street, Hampton, GA for the following purposes:

1. Discussion and Action on SPLOST V list and IGA.
2. Consideration and Action on budget amendment to create City Planner position.
3. Consideration and Action on budget amendment to create Executive Administrative Assistant position.
4. Consideration and Action of Ordinance #481 to amend City Code Section 2-120.
5. Executive Session.

A G R E E M E N T

THIS AGREEMENT is made and entered into on this _____ day of _____, 2019, and is by and among:

HENRY COUNTY, GEORGIA,

by and through the Board of Commissioners of Henry County, a political subdivision of the State of Georgia (hereinafter referred to as the “**County**”), and the cities of:

HAMPTON, LOCUST GROVE, McDONOUGH and STOCKBRIDGE,

by and through the Mayor and Council of each municipality, each being an incorporated municipality within the State of Georgia, each being located entirely within the geographical boundaries of Henry County, and each being a “qualified municipality” within the meaning of Section 48-8-110 of the Official Code of Georgia Annotated, (hereinafter collectively referred to as the “**Municipalities**” or “**each Municipality**”).

W I T N E S S E T H:

WHEREAS, the County is a political subdivision of the State of Georgia, existing and operating under the laws and Constitution of the State of Georgia with full authority and responsibility, among other things, to: provide libraries, arts and sciences, and other educational programs and facilities, construct, maintain, regulate and control the roads, streets and bridges, establish recreation systems and facilities, provide for the construction of judicial and administration buildings, provide for protection of its citizens through jails, police and emergency services programs, and meet public health needs by providing water and sewerage facilities, storm water facilities, hospitals, animal control, and garbage and solid waste collection and disposal; and

WHEREAS, the County desires that all the citizens of Henry County, whether they live in the incorporated or unincorporated areas of the County, be provided certain capital improvements

and services to improve the standard of living and to assure to each of its citizens a high quality of life, to include the capital outlay [projects](#) which are described in Exhibit “A”; and

WHEREAS, the Municipalities are incorporated municipalities located wholly within the geographical boundaries of the County and collectively represent all citizens living within the municipalities of Henry County; and

WHEREAS, the governing authority of each Municipality, charged to act in the best interest of the Municipality and to determine the service needs of the citizens within its established municipal boundaries, has examined the needs of the citizens within its incorporated limits and has determined that it is in the best interest of the citizens within its service area to provide certain capital improvements and services to the citizens located within its municipal service area, to include the capital outlay projects listed on Exhibits “B”, “C”, “D” & “E” hereto attached, which services and capital outlay projects the Municipalities, respectively, are authorized by law to provide; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia of 1983, the County and the Municipalities are authorized to contract with one another for a period not exceeding 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the execution, delivery and performance of this Agreement by the County and the Municipalities has been authorized by resolutions or ordinances duly adopted by the respective governing body of the County and each Municipality; and

WHEREAS, in order to improve the services provided for their respective citizens, the County and the Municipalities deem it appropriate to enter into an agreement to undertake various capital outlay projects, determined by the governing authority of each respective Municipality and

the County to be most needed within their respective areas of control, to continue the high standards for services offered and the quality of life enjoyed by the citizens within the County and the Municipalities; and

WHEREAS, the County and the Municipalities desire to form an agreement among themselves pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia of 1983, wherein each Municipality will act on behalf of the County to determine the most needed projects within their incorporated areas of the County and to commission and complete (to the extent that funds are made available) the proposed projects within their respective municipal areas, for and in consideration of which the County will pay to each Municipality, from the Special Purpose Local Option Sales Tax (hereinafter referred to as “**SPLOST**”), an amount as hereinafter set forth; and

WHEREAS, the projects to be financed by the SPLOST include projects for the use and benefit of the citizens of the entire County, including projects to be owned and operated by the Municipalities; and

WHEREAS, the County and the Municipalities desire to clarify the responsibilities of the County and the Municipalities, respectively, with respect to the issuance of the Bonds, the expenditure of the proceeds thereof and certain other matters with respect thereto; and

WHEREAS, the County does desire to fund the various capital improvement projects within the unincorporated and incorporated sections of the County through the implementation of a one percent (1%) SPLOST as permitted by Georgia law as set out in O.C.G.A. § 48-8-110 *et seq.*; and

WHEREAS, O.C.G.A. § 48-8-111(a)(2) allows for collection of SPLOST for a maximum of six (6) years where the County and any or all of the qualified municipalities within the County enter into an Intergovernmental Agreement, and whereby the County and Municipalities elect to levy the aforementioned SPLOST for the full six (6) year term; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 5th day of **November, 2019** (the “**Referendum**”) in conformance with the requirements of O.C.G.A. § 48-8-111, after the County provided written notice of such meeting to the Mayors of the Municipalities at least ten days prior to the date of the meeting; and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by O.C.G.A. § 48-8-110 *et seq.*; and

WHEREAS, the Agreement has been entered into in accordance with O.C.G.A. § 48-8-115(b)(1); and

WHEREAS, each party acknowledges that the completion of each project of the County and Municipalities is important to the overall goal of improving the services provided to the citizens of Henry County, Georgia; and

WHEREAS, each party further acknowledges that its participation in and adherence to the terms of this Agreement are crucial to the completion of the Henry County and Municipalities of Henry County Capital Improvement Projects.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for Ten (\$10.00) Dollars and that other good and valuable consideration set out herein, given each other the receipt and sufficiency of which is hereby acknowledged, **IT IS AGREED AS FOLLOWS:**

1.

RECITALS

The foregoing recitals, each being true, are made a part of this Agreement by reference.

2.

TERM

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The term of this Agreement shall commence upon the last date that this Agreement has been executed and delivered by each of the parties and shall terminate upon the expenditure by the County, whether said expenditure is by the County directly or on behalf of the County by one of the above-named Municipalities, of the last dollar of money collected of the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax or upon the completion of all projects referenced in Exhibits “A” through “E” hereto attached and the satisfaction of all obligations hereunder, whichever comes later. Notwithstanding the foregoing, this Agreement shall not take effect until the conditions precedent set forth in Paragraph 8 of this Agreement shall have been satisfied. In no event shall the Term of this Agreement exceed fifty years.

3.

DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Agreement unless otherwise specifically stated:

(a) **“Bonds”** means the Henry County, Georgia General Obligation Sales Tax Bonds to be issued by the County pursuant to Paragraph 16 hereof for the purpose of financing all or a portion of the cost of the Projects and which will be payable first from the proceeds of the Special Purpose Local Option Sales Tax.

(b) **“Construction Fund”** means that certain Construction Fund established by the County pursuant to the Bond Resolution into which the net proceeds of the Bonds will be deposited, within which there is also established a separate account for the County and for each Municipality.

(c) **“Construction Fund Account”** means each separate account in the Construction Fund established for each of the County and each Municipality, respectively.

(d) **“Construction Fund Custodian”** means the commercial bank or trust company having the power to administer trusts in Georgia designated by the County to be the custodian of the Construction Fund.

(e) **“Debt Share”** means, with respect to any party hereto, that percentage calculated by dividing (i) the proceeds of any issue of the Bonds to be used for the Projects of such party by (ii) the total proceeds of such issue of the Bonds, all as more particularly set forth in a resolution of the County authorizing the issuance of that issuance of the Bonds.

(f) **“Participant”** means a party hereto that opts to have a portion of the proceeds of the Bonds applied to the projects of that party.

(g) **“Percentage Share”** means the percentage share for the County and each Municipality established pursuant to Paragraph 18 of this Agreement, as determined by the respective total amounts set forth on Exhibits “A” through “E”.

(h) **“Projects”** means the projects as described in Exhibits “A” through “E” attached hereto, which together comprise and shall be known as the Henry County and Municipalities of Henry County Capital Improvement Projects. The Projects which the County and each Municipality shall sponsor are set forth in Paragraph 4 below.

(i) **“Sales Tax Fund”** means the fund to be established pursuant to the terms of this Agreement for the purpose of financing the Projects described in Exhibits “A” through “E” to this Agreement. All monies obtained from the imposition of a Special Purpose Local Option Sales Tax as described in this Agreement shall be deposited in said fund, and the funds to be received by each Municipality in accordance with Paragraph 18 hereof shall be transferred from such fund to the Municipal Projects Sales Tax Fund of the respective Municipalities, and the funds to be

received by the County in accordance with Paragraph 18 hereof shall be transferred from said fund to the County Project Sales Tax Fund. as set forth in Paragraph 18 hereof.

(j) “**Special Purpose Local Option Sales Tax or SPLOST**” means a one percent (1%) sales tax to be re-imposed through the Referendum pursuant to the provisions of O.C.G.A. § 48-8-110 *et seq.* for the purpose of funding the Projects described in Exhibits “A” through “E” attached hereto.

(k) “**Sponsoring Local Government Entity**” means each of the parties to this Agreement which serve as a Sponsoring Local Government Entity for one or more of the Projects.

4.

PROJECTS

The County and each Municipality shall undertake and make a bona fide effort to complete within the term of this Agreement, with the proceeds of the SPLOST, the following capital project or projects designed to improve the services offered to the residents of Henry County and to each Municipality, except as otherwise provided in this Agreement:

(a) The County shall undertake and complete the Projects throughout Henry County as shown in the Henry County Project List which is attached hereto as Exhibit “A” and incorporated herein by reference thereto.

(b) The City of Hampton shall undertake and complete the capital improvement projects throughout those incorporated areas of the City of Hampton, Henry County, Georgia, as shown in the City of Hampton List which is attached hereto as Exhibit “B” and incorporated herein by reference thereto.

(c) The City of Locust Grove shall undertake and complete the capital improvement projects throughout those incorporated areas of the City of Locust Grove, Henry County, Georgia,

as shown in the City of Locust Grove Project List which is attached hereto as Exhibit “C” and incorporated herein by reference thereto.

(d) The City of McDonough shall undertake and complete the capital improvement projects throughout these incorporated areas of the City of McDonough, Henry County, Georgia as shown in the City of McDonough Project List which is attached hereto as Exhibit “D” and incorporated herein by reference thereto.

(e) The City of Stockbridge shall undertake and complete the capital improvement projects throughout these incorporated areas of the City of Stockbridge, Henry County, Georgia, as shown in the City of Stockbridge Project List which is attached hereto as Exhibit “E” and incorporated herein by reference thereto.

Each party acknowledges that the dollar amounts of sales tax receipts shown for the projects listed on the County’s and each Municipality’s respective Exhibit are estimated amounts to be spent on each Project. Said amounts are purely estimates based on the best information available at the time this Agreement is entered into and do not take into account estimated increases in costs over the term of the SPLOST. In the event that a particular listed Project has been satisfactorily completed at a cost below the amount listed for said Project on that party's Exhibit, that party may apply the remaining unexpended amount from that completed Project to another of said party's listed Projects. Said Projects to be selected at said party’s discretion.

If a party to this Agreement should determine that a Project listed should be altered or should be reduced in size, the party may apply excess funds resulting from such change to a Project listed to improve the size or the capacity of the Project.

If a Project is determined not to be a Project authorized under O.C.G.A. § 48-8-110, *et seq.*, or if the Sponsoring Local Government Authority is unable to obtain all necessary permits and approvals as required by State or federal agencies, or other funding required for such Project cannot

be [obtained](#), the party affected may apply the unexpended funds to another Project or Projects listed on such affected party's Project List that has not been completed. Said Projects shall be selected by the affected party's discretion.

If any area presently comprising a portion of the corporate limits of a respective municipality lying within Henry County should change, due to annexation or de-annexation of any area, said affected Municipality or the County, as the case may be, covenants that it will continue and complete the proposed Projects that fall within the annexed or de-annexed areas.

If a Project [is determined by the Sponsoring Local Government Authority to be](#) infeasible, the provisions of O.C.G.A. § 48-8-123 shall apply, [notwithstanding anything herein to the contrary](#).

5.

CONSTRUCTION OF PROJECTS

The Sponsoring Local Government Entities shall proceed with the acquisition, construction and installation of the Projects in an efficient and economical manner, at a reasonable cost, substantially in accordance with the plans and specifications approved by the applicable governing body of the entity that has jurisdiction over the same and in conformity with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction of the same. O.C.G.A. § 48-8-115(b)(1)(E). All projects shall be funded from proceeds of the Special Purpose Local Option Sales Tax, or from such other funds as are available to the local government undertaking such Project, except as otherwise agreed in this Agreement.

The Sponsoring Local Government Entity may, at its discretion, require as a condition precedent to the letting of any contract for the acquisition, construction, or installation of any Project, the contractor or the other party to post and give payment and a performance bond, such bond to be the usual and customary bond of a reliable insurance or casualty company authorized

to do business in the State of Georgia guaranteeing to the parties hereto that the particular contract of such contractor or other party will be performed as set forth therein and indemnifying the parties against any loss or damage by virtue of the failure by such contractor or other party so to perform.

In the letting of contracts to acquire, construct, or install the Projects, no Sponsoring Local Government Entity shall pledge as collateral, commit as collateral, or otherwise place as collateral any monies in the Sales Tax Fund.

6.

FUNDING

It is the intent of each Sponsoring Local Government Entity to construct the Projects and provide the services listed in Exhibits “A” through “E” attached hereto. However, each Sponsoring Local Government Entity reserves the right to fund and construct said Projects and provide such services in the order that the responsible Sponsoring Local Government Entity deems most in the public interest. All parties to this Agreement recognize that escalating labor and material costs, as well as fluctuations in the larger state and national economy are factors generally beyond the control of the individual Sponsoring Local Government Entity, and that all Projects may not be fully funded.

7.

REPRESENTATIONS AND WARRANTIES

Each party hereto makes the following representations and warranties which are specifically relied upon by all of the other parties as a basis for entering into this Agreement:

(a) Each Sponsoring Local Government Entity has the legal authority to enter into this Agreement under the laws of the State of Georgia and the United States of America.

(b) Each Sponsoring Local Government Entity has validly adopted a resolution authorizing the Sponsoring Local Government Entity to enter into this Agreement.

(c) Each Sponsoring Local Government Entity warrants that any and all funds received from the performance of this Agreement shall be used solely for the purposes set forth herein.

(d) Each Sponsoring Local Government Entity warrants that it will diligently seek to complete the Projects (Exhibits “A” through “E”) for which it has specific responsibility as the Sponsoring Local Government Entity. Each Sponsoring Local Government Entity shall make every reasonable effort to complete the Projects within the time stated in the plans and specifications for the Projects; subject, however, to the provisions of Paragraph 4 which permit application of funds to other Projects on a Sponsoring Local Government Entity’s list and the provisions of Paragraph 6 recognizing the possible insufficiency of funds.

(e) The County waives its right to claim priority for expenditure of funds for Level One or Level Two county-wide projects as defined by O.C.G.A. § 48-8-110-(2)(A) and (B), it being the intent of the Agreement that the Municipalities will receive \$_0.30_ and the County will receive \$_0.70_ of each dollar collected under this SPLOST.

(f) Each Municipality warrants that it is a “qualified municipality” within the meaning of O.C.G.A. § 48-8-110(4).

8.

CONDITIONS PRECEDENT

(a) The execution of this Agreement by each of the parties hereto as authorized by each party’s governing body; and

(b) The adoption of a resolution by the Board of Commissioners of the County providing for the Special Purpose Local Option Sales Tax in accordance with the provision of O.C.G.A. § 48-8-111; and

(c) The approval of the implementation of the aforesaid Special Purpose Local Option Sales Tax by the voters of Henry County in a referendum to be held in accordance with O.C.G.A. § 48-8-111.

9.

FUNDING OF PROJECTS

(a) In order to fund the capital outlay projects in Exhibits “A” through “E”, the County shall, subject to referendum approval and the other requirements of O.C.G.A. § 48-8-110, *et seq.*, impose a one percent (1%) Special Purpose Local Option Sales Tax for a period of six (6) years for the Projects pursuant to O.C.G.A. § 48-8-111(a)(2). The County hereby undertakes to adopt a resolution on the earliest practicable date following the execution and delivery of this Agreement by the parties hereto calling for a referendum election to be held throughout the County on November 5, 2019, authorizing the imposition of the Special Purpose Local Option Sales Tax. The County further agrees to use its best efforts to obtain all necessary state and federal approvals required to authorize such referendum election.

(b) In order to expedite the construction of a portion of the Projects, the County agrees to take steps to authorize and issue the Bonds in conjunction with the imposition of the Special Purpose Local Option Sales Tax as permitted by Georgia law and to distribute the proceeds of such Bonds pursuant to the provisions of Paragraph 16 of this Agreement.

10.

SALES TAX FUND

(a) Upon the effective imposition of the SPLOST, the County shall create a special trust fund to be designated as the Henry County 2019 Special Purpose Local Option Sales Tax Fund (hereinafter referred to as the “**County [Projects Sales Tax Fund](#)**”). The County shall select a bank which shall act as depository and custodian of the County Sales Tax 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 such Municipality’s 2019 Special Purpose Local Option Sales Tax Fund ([each, a Municipal Projects Sales Tax Fund](#)), and shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by such Municipality upon such terms and conditions as may be acceptable to such 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. 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 monies other than proceeds received from the imposition of the SPLOST and interest earned on such proceeds shall be placed in such funds or accounts.

11.

CUSTODIAN OF SALES TAX FUND

All monies and investments held in the Sales Tax [Fund](#) shall be applied only in accordance with the applicable provisions of law and for the purposes set forth herein and shall not be subject to a lien or attachment by any creditors of the County or of any of the Municipalities. Notwithstanding the foregoing, monies in [the](#) Sales Tax Fund may be pledged to the payment of

any special obligation debt issued pursuant to Paragraph 9(b). SPLOST monies shall be invested at the direction of the appropriate fiscal officers of the County in accordance with this Paragraph 11 pending their distribution as provided in Paragraph 18(a). All earnings on such investments shall be distributed to [funds of](#) the County and the Municipalities as provided in Paragraph 18(a).

No monies shall be deposited or remain on deposit with any depository or custodian of the Sales Tax Fund in excess of the amount guaranteed at such time by the Federal Deposit Insurance Corporation, or any other federal agency, unless such bank or banks shall have pledged with the County or any Municipality, as the case may be, as collateral security for the monies deposited, direct and general obligations of the United States of America or obligations of other entities which are fully guaranteed as to principal and interest by the United States of America.

12.

AUTHORIZED FUND DISBURSEMENTS

Withdrawals from the Sales Tax [Fund](#) may be made for the purpose of paying the general obligation debt authorized by Paragraph 9(b) hereof or paying the cost of acquiring, constructing, or installing the Projects and the expenses incident thereto and without intending hereby to limit or restrict or to extend any proper definition of such cost and expenses as now provided by law, said costs shall include but not limited to:

(a) The cost of premiums on insurance and bonds, including performance and payment bonds, if any, in connection with the Projects until the completion date of such Projects;

(b) Payments including debt service on obligations issued to advance funds for the Projects;

(c) The fees and expenses for validating and selling bonds issued for the purpose of funding the Projects;

(d) The fees and expenses of architects and engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervising acquisition, construction and installation of the Projects, as well as for the performance of all other duties of such architects and engineers in relation to the Projects;

(e) The expenses of administration of such acquisition, construction and installation, telephone, telegraph, office, legal and audit expenses, and all expenses incident to the financing of the Projects, and all other expenses preliminary to the acquisition, construction and installation of the Projects;

(f) The taxes and other governmental charges (if any) lawfully levied or assessed upon the Projects prior to the completion date of such Projects;

(g) The cost of acquiring by purchase any lands, machinery and equipment and any easements, rights, or damages incident to or arising as a consequence of the acquisition, construction and installation of the Projects, including but not limited to any finance fees, bank costs, closing costs or legal fees;

(h) The cost for labor, amounts payable to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Projects; and

(i) Such other fees, costs, expenses and charges of whatever nature incidental and pertaining to the acquisition, construction and installation of the Projects.

13.

ACCOUNTING

The County and each Municipality, in conjunction with representatives of the custodian of the Sales Tax Fund, shall keep, as required by law, an accounting of all funds received and disbursed by each entity. A schedule shall be included in each annual audit in conformity with the

requirements set forth in O.C.G.A. § 48-8-121(a)(2). No Sponsoring Local Government Entity shall be responsible for the accounting or handling of SPLOST funds of another.

14.

AUDITS

During the period of this Agreement, all funds deposited in the Sales Tax Fund shall be audited by an independent certified public accounting firm at such time or times as the official audit of all the County funds is made. Each of the parties hereto agrees to cooperate with such independent certified public accounting firm in any such audit by providing any and all necessary information. Each Municipality shall provide the County annually with an audit of the use by such Municipality of its portion of the Special Purpose Local Option Sales Tax proceeds which shows for each Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year pursuant to O.C.G.A. § 48-8-121(a)(2).

15.

CERTIFICATE OF COMPLETION

Within thirty (30) days after the acquisition, construction or installation of any of the Projects is completed, the Sponsoring Local Governmental Entity shall file with the County a Certificate of Completion signed by the mayor or his or her designee of the respective Municipality, setting forth the date on which the Project was completed.

THE BONDS

(a) **Issuance of the Bonds.** If the imposition of the SPLOST is approved by the voters, the County agrees to use its best efforts to cause the Bonds to be validated and thereafter issued and delivered as early as reasonably practicable.

(b) **Expenditure of Proceeds of the Bonds.** The net proceeds of the Bonds remaining after the payment of costs of issuance of the Bonds and other administrative costs, if any, incurred by the County in connection with the issuance of the Bonds shall be deposited into the Construction Fund and credited to the various accounts therein in accordance with each Participant's Debt Share. With respect to Each Participant's Debt Share of the net proceeds of the Bonds, the County and each Municipality represent, warrant and agree with one another as follows:

(1) The County or such Municipality agrees that the proceeds of the Bonds deposited into such entity's account within the Construction Fund will be expended within three years of the date that the Bonds are actually issued (and that the yield thereon will be restricted, or that yield reduction payments would be made, in accordance with I.R.S. Regulations if not expended within three years); that the County or such Municipality, as applicable, expects to enter into binding obligations to third parties with respect to its portion of the Bond Projects aggregating not less than five percent of the amount deposited to its Construction Fund Account within six months from the date that the Bonds are actually issued, and that work on the County's or such Municipality's portion of the Bond Projects will proceed with due diligence to completion;

(2) All of the facilities to be financed or refinanced by the Bonds is property which is or is to be owned or leased by a governmental entity, and no use will be made (directly or indirectly) of the proceeds of the Bonds or of the facilities financed or refinanced thereby

which would cause any of the Bonds to be a private activity bond within the meaning of Section 141(a) of the Code, including, without limitation, any sale, lease, management or similar use of property acquired with the proceeds of the Bonds to or by any person other than a governmental unit (other than as a member of the general public).

(c) **Investment of Amounts in Construction Fund.** Amounts on deposit in the Construction Fund, including each separate Construction Fund Account, will be invested by the Construction Fund Custodian in investments permitted by Georgia Law for bond proceeds in accordance with directions from the County. Each Municipality acknowledges and agrees that the County shall not be liable to or responsible for the performance of any such investment or for any loss occasioned thereby. Each Municipality agrees to provide the County upon request its expected draw-down schedule with respect to its portion of the proceeds of the Bonds.

(d) **Expenses Allocable to the Bonds.** Each Participant agrees to pay to the County, on demand, its Debt Share of the following costs and expenses with respect to the Bonds, but only to the extent such costs and expenses are not paid from the proceeds of the Bonds or from the proceeds derived from the imposition of the SPLOST or from the investment of either of the foregoing:

- (1) Costs of issuance of the Bonds;
- (2) Other administrative costs with respect to the Bonds or the administration of the proceeds thereof, including bond registrar and paying agent fees and expenses, legal and accounting fees, fees of any depository or custodian for the Construction Fund or the Debt Service Fund, or any brokerage fees, commissions or administrative costs with respect to the investment of funds on deposit in any fund or account established with respect to the Bonds; and

(3) Each Participant shall pay to the County on demand all rebatable arbitrage [of yield reduction payments](#) payable by the County pursuant to Section 148(f) of the Internal Revenue Code of 1986 and regulations thereto, as amended (the “**Code**”), with respect to that portion of the proceeds of any issue of Bonds made available to and allocable to such Municipality.

(e) **Payment of Debt Service on the Bonds.** As set forth in Paragraph 18 of this Agreement, the principal of and interest on the Bonds will be payable from the first proceeds received in each year as a result of the imposition of the SPLOST. If and to the extent that proceeds of the SPLOST are not sufficient to pay the principal of and interest on the Bonds when due, the County will be required by Georgia Law to make such payment from its other funds. Accordingly, each Participant hereby agrees to pay to the County, from its general funds and from the levy of ad valorem property tax throughout its corporate limits, its Debt Share of the principal of and interest on the Bonds paid by the County other than from the proceeds of the imposition of the SPLOST.

(f) **Disposition of Bond-Financed Projects.** If the County or any Municipality receives funds in connection with the disposition of any Project financed by the Bonds or if the County or a Municipality shall fail to apply all of the proceeds of the Bonds allocated to it to one or more Projects, then the amounts received from any such disposition or the amounts not so spent, as the case may be, shall be applied to the redemption of Bonds [\(if redeemable\)](#) or otherwise as required to preserve the tax-exempt status of the Bonds, as evidenced by an opinion of nationally-recognized bond counsel to the County.

(g) **Allocation of Costs of Issuance.**

(1) If the first issuance of Bonds is entirely for projects of Municipalities (the “**City Bonds**”), then not later than the date of issuance of a subsequent series of Bonds for projects of the County (the “**County Bonds**”) the County will have reimbursed to such Municipalities’ accounts in the Construction Fund established for the deposit of proceeds of Bonds (in accordance with each such Municipality’s Debt Share) a total amount equal to the “Excess City Cost.” For this purpose, the “**Excess City Cost**” shall mean the amount by which the costs of issuance of the City Bonds (the “Costs of Issuance of the City Bonds”) exceeds the “City Percentage” of the total amount of Costs of Issuance of the City Bonds and the costs of issuance of the County Bonds. For this purpose, the “City Percentage” means the principal amount of the City Bonds divided by the total of the principal amounts of the City Bonds and the County Bonds.

(2) If the first issuance of Bonds is entirely for County Bonds, then not later than the date of issuance of a subsequent series of City Bonds, the Municipalities participating in the City Bonds (in accordance with each such Municipality’s Debt Share) will have reimbursed to the County’s account in the Construction Fund established for the deposit of proceeds of Bonds an amount equal to the “Excess County Cost.” For this purpose, the “Excess County Cost” shall mean the amount by which the Costs of Issuance of the County Bonds exceed the “County Percentage” of the total amount of the Costs of Issuance of the County Bonds and the Costs of Issuance of the City Bonds. For this purpose, the “County Percentage” means the principal amount of the County Bonds divided by the total of the principal amounts of the County Bonds and the City Bonds.

17.

ARBITRATION

The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1, *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and to be governed by the provisions of said Arbitration Code as to any controversy so submitted to arbitration. Prior to submitting any controversy arising under this Agreement to arbitration, written notice setting forth with specificity the nature of the controversy or breach shall be forwarded to each party of this Agreement by certified mail. If the stated controversy or breach is not remedied within thirty (30) days of the receipt of said notice, the aggrieved party shall have the right to submit the stated breach to arbitration as provided above.

18.

APPORTIONMENT OF SALES TAX FUND TO PROJECTS AND DISTRIBUTION OF FUNDS

As required by O.C.G.A. § 48-8-121, the net proceeds of the Special Purpose Local Option Sales Tax received by the County in any year shall first be used to satisfy the respective debt service requirements on the Bonds for each entity participating therein for such year. Thereafter, all Special Purpose Local Option Sales Tax funds received by the County from the imposition of the Special Purpose Local Option Sales Tax shall be apportioned by the County for the payment of construction costs of the various Projects in the following manner:

(a) thirty percent (30%) of all Special Purpose Local Option Sales Tax received by the County shall be distributed to the Project Sales Tax Fund of the respective Municipalities in the percentages set forth on Exhibit “F” hereto attached and made a part hereof. Said funds shall be spent by the respective Municipalities on the Projects detailed in Exhibits “B” through “E”

attached hereto. Said funds shall be distributed to the Project Sales Tax Fund of each Municipality by the County within five (5) business days of receipt of the funds. Any interest earned by the County on the Municipalities' portion of said funds as described in this Paragraph 18(a) shall be distributed to the Project Sales Tax Fund of the respective Municipalities based upon the percentages set forth opposite their respective names in Exhibit "F".

(b) The balance of said funds, to the County Project Sales Tax Fund for the Projects detailed in Exhibit "A".

(c) Notwithstanding the foregoing, and in accordance with applicable law, in the event that a Sponsoring Local Government Entities issues general obligation debt as authorized by Paragraph 9(b), no portion of the Sponsoring Local Government Entity's share of the SPLOST received in any year shall be used for the other purposes for which the SPLOST is being imposed until all debt service requirements of the general obligation debt for that year have first been satisfied from the Sales Tax Fund.

19.

ALLOCATION OF SALES TAX FUNDS IN EXCESS OF PROJECT ESTIMATES OR
IN EXCESS OF ESTIMATED COLLECTION

In the event that one or more of the Municipalities complete all Projects listed, the Municipality shall apply excess SPLOST funds, **EITHER FROM FUNDS IN EXCESS OF PROJECT ESTIMATES OR IN EXCESS OF ESTIMATED COLLECTION**, in its sole discretion, to one or more of the following purposes: (1) to reduce any outstanding indebtedness incurred or guaranteed by the Municipality, (2) to reduce taxes on property situated within the Municipality; (3) to transfer funds to another Municipality who is a party to this Agreement, said funds to be applied to outstanding projects listed for which that Municipality lacks sufficient SPLOST proceeds to complete; or (4) to the County to first to reduce county property taxes or second to

reduce indebtedness of the County within the special district. O.C.G.A. § 48-8-121(g)(2). In the event any of these options is not authorized by O.C.G.A. § 48-8-120 *et seq.*, then such excess funds shall be utilized for such purposes as are authorized by law.

20.

NOTICES

Any notices required to be sent under the provisions of this Agreement shall be sent to the following addresses:

- (a) Henry County - Chairman
Henry County Board of Commissioners
140 Henry Parkway
McDonough, Georgia 30253
- (b) City of Hampton - Office of the Mayor
City of Hampton
17 E. Main St., South
Post Office Box 400
Hampton, Georgia 30228
- (c) City of Locust Grove - Office of the Mayor
City of Locust Grove
3644 Highway 42
Post Office Box 900
Locust Grove, Georgia 30248
- (d) City of McDonough - Office of the Mayor
City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253
- (e) City of Stockbridge - Office of the Mayor
City of Stockbridge
4545 North Henry Boulevard
Stockbridge, Georgia 30281

All notices shall be sent to the successors in office to any of the persons signing this Agreement. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notice in their stead.

21.

In the event any portion of this Agreement shall be declared or adjudged invalid or unconstitutional, it is the intention of the parties hereto that such adjudications shall in no manner affect the other sections, sentences, clauses or phrases of this Agreement which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of this Agreement.

22.

This Agreement is made in accordance with and pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of Georgia of 1983, and Part I of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated.

[Execution Begins on the Following Page]

SO AGREED, this _____ day of _____, 2019.

HENRY COUNTY, GEORGIA

By: _____
Chairman, Henry County Board
of Commissioners

(SEAL)

Attest:

County Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of _____, 2019.

CITY OF HAMPTON

By: _____
Mayor

(SEAL)

Attest:

City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of _____, 2019.

CITY OF LOCUST GROVE

By: _____
Mayor

(SEAL)

Attest:

City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of _____, 2019.

CITY OF McDONOUGH

By: _____
Mayor

(SEAL)

Attest:

City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of _____ 2019.

CITY OF STOCKBRIDGE

By: _____
Mayor

(SEAL)

Attest:

City Clerk

EXHIBIT "A"

HENRY COUNTY

If the 2019 SPLOST Referendum is approved by the voters of Henry County, the County anticipates it will expend the funds as detailed below.

Project	Estimated Cost
Total	

EXHIBIT “B”

CITY OF HAMPTON

If the 2019 SPLOST Referendum is approved by the voters of Henry County, the City of Hampton anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Hampton incurred for or associated with such project.

Project	Estimated Cost
Public Safety	\$540,000
Park(s) Improvement & Development	\$750,000
Green Space & Trail Development	\$753,554
Roads & Sidewalks	\$3,000,000
Water & Sewer Enhancements	\$1,500,000
Capital Improvements Municipal Buildings	\$1,500,000
Economic Development	\$ 500,000
Total	\$8,543,554

EXHIBIT “C”

CITY OF LOCUST GROVE

If the 2019 SPLOST Referendum is approved by the voters of Henry County, the City of Locust Grove anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Locust Grove incurred for or associated with such project.

Project	Estimated Cost
Construction and Renovations of Municipal Buildings Example – Phase II of Municipal Complex with additional parking and Veterans’ Memorial	\$500,000
Roads, Bridges, Sidewalks and Transportation Facilities Examples - Bill Gardner @ SR 42 Intersection Improvements, SR 42 Improvements, Peeksville Pedestrian Improvements, Bicycle Shareways, Intersections and resurfacing, etc.	\$5,900,000
Parks and Recreation Facilities Example – Greenway Plan for future development of linkages throughout the City.	\$100,000
Total	\$6,500,000

EXHIBIT “D”

CITY OF McDONOUGH

If the 2019 SPLOST Referendum is approved by the voters of Henry County, the City of McDonough anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of McDonough incurred for or associated with such project.

Project	Estimated Cost
Total	

EXHIBIT “E”

CITY OF STOCKBRIDGE

If the 2019 SPLOST Referendum is approved by the voters of Henry County, the City of Stockbridge anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Stockbridge incurred for or associated with such project.

Project	Estimated Cost
Total	

EXHIBIT “F”

The 30 % allocation set forth in Paragraph 18 of the Agreement is divided into the following percentages:

City	Percentage
City of Hampton	11.23%
City of Locust Grove	10.22%
City of McDonough	36.54%
City of Stockbridge	42.01%
Total	100.00%



EST. 1872

City of Hampton

City Manager's Office

City Hall
17 East Main Street South
PO Box 400
Hampton, GA 30228

Phone: 770.946.4306
Fax: 770.946.4356
www.hamptonga.gov

MAYOR
STEVE HUTCHISON

MAYOR PRO-TEM
ERROL MITCHELL

CITY COUNCIL
STEPHANIE BODIE
ELTON BROWN
HENRY BYRD
ANN TARPLEY
WILLIE TURNER

Memorandum

July 17, 2019

To: Mayor Hutchison
Mayor Pro Tem Mitchell
Councilmember Byrd
Councilmember Tarpley
Councilmember Bodie
Councilmember Turner
Councilmember Brown

From: Alex S. Cohilas, City Manager

Mayor & Council:

I present before you tonight a request for two budget amendments. They appear as items #2 and # 3 on tonight's agenda. Those requests are for the purpose of creating two new positions in this fiscal year without any negative impact to the FYE 2019 budget.

Request to create City Planner position: The position of Director Community Development Director has been vacant since May 3, 2019. That position had a budget impact, including salary and benefits of \$109,573.00. Since my arrival I have had the opportunity to evaluate the workload in Community Development and cannot presently justify further funding a position of that salary range.

Instead I propose to create a position of **City Planner**. This would be a part time position with no benefits and hourly rate ranging from \$35 - \$ 50 per hour, at twelve to twenty-four hours per week. So how to fund the position? By leaving the position of Director of Community Development unfilled. I asked Ms. Shah to do a financial impact analysis in order to determine if there would be any negative impact whatsoever to our budget. Attached hereto you will find her analysis. As



you can see, there is a projected savings in unused budgeted salary and benefits of \$ 53, 186, 00.00 for the rest of this fiscal year. I propose not to exceed an expenditure of not more than \$22,000 on a part time City Planner through the rest of this fiscal year thereby preserving a net saving of more than \$30, 500.00.

Request to create an Executive Administrative Assistant position: The present City organizational chart does not have a procurement specialist, a contract compliance officer, or any staff member with project management skills sufficient to assist department heads or the City Manager in any those areas. Hence, the City has historically relied on contracted vendors to draft RFP's, RFB's, manage projects, and ensure contract compliance. Hardly a recipe for success. In order to ensure a higher quality of performance by those contracted to produce goods and services to the City and to also ensure the highest level of competitive bidding possible, I need to add an Executive Administrative Assistant with procurement, contract compliance and project management experience.

The City Manager's department has a surplus of funds due to two intern positions that have remained unfilled for the bulk of the fiscal year. That surplus for FYE 2019 presently stands at \$42,049.00. I propose not to exceed \$20,000.00 in salary and benefits between now and the end of the fiscal year.



GOVERNMENT OF THE CITY OF HAMPTON

Finance Department



MEMORANDUM

TO: Mr. Alex Cohilas
FROM: Ms. Millie Shah
DATE: July 15, 2019
SUBJECT: Elimination and addition of positions- Budget Transfer

BACKGROUND

Office of City Manager has requested elimination of two positions budgeted in FY2019 -Director of Community Development and an Intern. In FY2019 budget, three intern positions were requested but only two were fully utilized and filled. Also, a request has been made for addition of an Administrative Assistant and hiring of a part-time Planner for FY2019 and subsequent years.

CONCLUSION

Funds are required for these new positions and will funded from salary savings from the Department of City Manager and Department of Community Development for FY2019. Funds for FY2020 and subsequent years will be reallocated from salary saving from elimination of two positions – Director of Community Development and extra Intern.

FINANCIAL IMPACT for FY2019: Budget transfer in between departments. There is no impact on overall FY2019 budget.

	Budgetary Savings			
	Budget FY2019	YTD FY2019	Savings FY2019	Savings FY2020
Community Development Director	109,573	56,387	53,186	109,573
Intern(s)	42,049	-	42,049	21,024
			95,235	130,597

* Elimination of Director of Community Development and extra Intern positions. FY2019 three intern positions were budgeted. Two other Intern positions worked far less than budgeted.

	Anticipated Expenses				
	Anticipated Expenses FY2019	Anticipated Expenses FY2020	Anticipated Expenses FY2020	Anticipated Expenses FY2020	Anticipated Expenses FY2020
Administrative Assistant Salary and Benefits	17,999	52,500	52,500	52,500	52,500
Community Development Professional Services 12/hr. per week @ 35/hr.		21,840	-		
Community Development Professional Services 12/hr. per week @ 50/HR	10,800	-	31,200		
Community Development Professional Services 24/hr. per week @ 35/hr.				43,680	
Community Development Professional Services 24/hr. per week @ 50/HR					62,400
	28,799	74,340	83,700	96,180	114,900



City of Hampton
Employment Opportunity
City Planner (Part-time)

The City of Hampton is accepting applications for a part-time City Planner. This position will be responsible for providing oversight to the permit and plan review process; ensuring permits are received, processed, reviewed, and issued within the approved timelines; assisting in processing and reviewing variance, rezoning, annexation, and special use permit requests and all other duties as required.

Professional certification with the American Institute of Certified Planners (AICP) is highly preferred.

Salary Range: \$35-\$55/hour

All applicants are subject to criminal background check as well as pre-employment and random drug/alcohol testing.

The City of Hampton is an equal opportunity employer.

REPORTS TO: City Manager

DEPARTMENT: City Manager

CLASSIFICATION: Part-time regular

FLSA STATUS: Non-exempt

DATE APPROVED: TBD - *Replaces all prior revisions*



JOB SUMMARY:

Provides oversight over the permit and plan review process, ensures permits are received, processed, reviewed, and issued within the approved policies and timelines; provides general oversight to staff and contractors responsible for intake and review of permits and plan reviews and all other duties as required

POSITION CONTEXT:

This position requires the employee to work less than 30 hours per work week with no occasional overtime.

ESSENTIAL FUNCTIONS:

- Responsible for tracking and reporting performance measures to the City Manager, City Council, and the general public
- Suggests improvements for streamlining the review process to the City Manager and City Council
- Performs plan review for commercial site plans, landscape plans, lighting plans, architectural elevations, and residential subdivision plats
- Assists in processing and reviewing variance, rezoning, annexation, and special use permit requests
- Encourages and promotes a culture of excellent customer service; provides general information to citizens, developers, staff, and elected and appointed officials regarding planning-related matters
- Ensures website, brochures, applications, and other sources of information pertaining to planning and development initiatives are prepared, posted, and up to date
- Maintains thorough knowledge and understanding of the City's Code of Ordinances, Zoning Ordinance, and Land Development Ordinance
- Assists the City Manager and Mayor and Council in maintaining the Comprehensive Plan, Capital Improvements, and other special plans as they arise
- Researches and prepares updates to the City's Zoning and Land Development Ordinance
- Coordinates the maintenance and on-going enhancement of the City's Geographic Information System (GIS)
- Provides interpretation and assistance to ensure proper code enforcement
- Performs landscape inspections for non-residential projects
- Assists with drafting ordinance revisions

OTHER JOB FUNCTIONS:

- Maintains a current, comprehensive, knowledge and awareness of applicable laws, regulations, principles, and practices relating to planning and development administration
- Attends webinars, meetings, workshops, hearings, and training sessions as required

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Demonstrates ability to work independently with minimal supervision while exercising good judgment and initiative
- Requires the ability to evaluate, audit, and assess data using established criteria; includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives
- Requires the ability to operate equipment, machinery, tools, and/or materials used in performing essential functions
- Ability to work effectively as a team player, take the initiative and make constructive recommendations to improve overall departmental efficiency

MINIMUM QUALIFICATIONS:

Education:

- Bachelor's degree in land-use planning, urban planning, landscape architecture, or a closely related field with experience in zoning and development review, and municipal planning; Master's degree highly preferred
- Professional certification with the American Institute of Certified Planners (AICP) is preferred

WORKING CONDITIONS/PHYSICAL REQUIREMENTS:

- Duties are performed primarily in an office setting and will routinely transition from sitting to a standing position; tasks will involve extended periods of time at a keyboard and workstation

EQUIPMENT USED:

- General office equipment including computer, calculators, scanners, printers, copiers and telephone equipment

STATEMENT OF OTHER DUTIES DISCLAIMER:

The preceding job description does not constitute an employment contract. It has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this position. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job. Incumbent will perform other duties as assigned by immediate supervisor.



City of Hampton

Employment Opportunity

Executive Administrative Assistant (Full-time)

The City of Hampton is accepting applications for a full-time Executive Administrative Assistant. This position is responsible for assisting the City Manager with the day-to-day operations of City Hall. This consists of responding promptly to the needs of the City Manager, assisting the City Manager in oversight of procurement, drafting a request for proposal (RFP), coordinating daily calendars, appointments, and events; conserves executive's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications, demonstrating professional skills such as project management, contract management, knowledge of procurement processes, skills, and knowledge. Additional duties shall include writing skills, reporting skills, scheduling, Microsoft Office skills, organization, time management, presentation skills, travel logistics, and all other duties as required.

Salary Range: \$42,000 - \$54,000

All applicants are subject to criminal background check as well as pre-employment and random drug/alcohol testing.

The City of Hampton is an equal opportunity employer.

REPORTS TO: City Manager

DEPARTMENT: City Manager

CLASSIFICATION: Full-time regular

FLSA STATUS: Exempt

DATE APPROVED: TBD - *Replaces all prior revisions*



JOB SUMMARY:

The City of Hampton is accepting applications for a full-time Executive Administrative Assistant. This position is responsible for assisting the City Manager with the day-to-day operations of City Hall. This consists of responding promptly to the needs of the City Manager, assisting the City Manager in oversight of procurement, drafting a request for proposal (RFP), coordinating daily calendars, appointments, and events; conserves executive's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications, demonstrating professional skills such as project management, contract management, knowledge of procurement processes, skills, and knowledge. Additional duties shall include writing skills, reporting skills, scheduling, Microsoft Office skills, organization, time management, presentation skills, travel logistics, and all other duties as required.

POSITION CONTEXT:

This position requires the employee to work a 40-hour work week with occasional overtime. While performing the duties of this job, the employee is required to sit, stand, talk, and operate a computer and telephone keyboard to reach, stoop and kneel for an extended period of time. Light to moderate lifting is required.

ESSENTIAL FUNCTIONS:

- Produces information by transcribing, formatting, inputting, editing, retrieving, copying, and transmitting text, data, and graphics.
- Operate multi-line telephone system.
- Collects and receives information (that may be of a sensitive nature).
- Provides assistance to accounting staff when needed.
- Completes projects in a timely manner; following up on results.

OTHER JOB FUNCTIONS:

- Ability to effectively handle executive-level concerns while being professional and courteous.
- Ability to relay information from the City Manager to all departments in a professional manner.
- Maintains required departmental documentation, filing system, and public informational materials.
- Ability to type/enter data accurately at a working rate of speed, make accurate and rapid calculations and maintain files in filing system per procedures.
- Working knowledge of general office procedures and practice, data entry, word processing (Microsoft Word/Excel), and operating a calculator.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Demonstrates ability to work independently with minimal supervision while exercising good judgment and initiative.
- Ability to develop and maintain collaborative working relationships with all levels of staff, other departments and general public.
- Ability to multi-task and work under pressure with constant interruptions and within short timeframes.
- Must have strong organizational and time management skills.
- Must have strong verbal and written communication skills, using English language.
- Ability to understand, follow verbal and written instructions, and respond to questions from internal and external sources.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Knowledge of standard practices and procedures.
- Knowledge of general record-keeping tasks and office terminology, procedures and equipment.
- Knowledge of business arithmetic.
- Excellent customer service skills, including tact and common courtesy.
- Knowledge of modern office procedures, methods and computer equipment.
- Ability to handle confidential/sensitive matters in a professional manner.
- Must have the ability to maintain professional composure and take reasonable action when confronted with difficult situations.
- Ability to work effectively as a team player, take the initiative and make constructive recommendations to improve overall departmental efficiency.

MINIMUM QUALIFICATIONS:**Education:**

- High school diploma or general education degree (GED)
- Bachelor's degree preferred, or a combination of education, training, and experience.

Experience:

- Minimum one-year office experience and/or training
- Minimum one-year of customer service experience
- Working knowledge of MS Office (Word, Outlook and Excel) and previous experience or the ability to gain proficiency with financial systems.

WORKING CONDITIONS/PHYSICAL REQUIREMENTS:

- Duties are performed primarily in an office setting and will routinely transition from sitting to a standing position. Tasks will involve extended periods of time at a keyboard, and workstation. The person in this position needs to move about inside the office to assist the City Manager, access file cabinets, office equipment, etc.
- The position will have frequent contact with others and may require prolonged periods of concentration and the ability to cope with numerous interruptions and changing priorities. Physical ability to hear ordinary conversation, such as questions from the public, as well as other sounds, such as the telephone ringing, etc.

EQUIPMENT USED:

- General office equipment including computer, scanner, printer, copier and telephone.
- Calculators, laptops, and tablets.

STATEMENT OF OTHER DUTIES DISCLAIMER:

The preceding job description does not constitute an employment contract. It has been designed to indicate the general nature and essential duties and responsibilities of work performed by employees within this position. It may not contain a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to do this job. Incumbent will perform other duties as assigned by immediate supervisor.

STATE OF GEORGIA

CITY OF HAMPTON

ADOPTED BY THE GOVERNING BODY THIS ___ DAY OF _____, 2018.

ORDINANCE NO. _____ **481**

AN ORDINANCE OF THE CITY OF HAMPTON’S MAYOR AND COUNCIL AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES, SECTION 2-120 CITY MANAGER; TO ALLOW FOR AN AMENDMENT TO SUBSECTION (D)(14) POWERS AND DUTIES OF THE CITY MANAGER; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hampton (hereinafter “City”) is governed by the Mayor and Council; and

WHEREAS, the City of Hampton provides for the powers and duties of the City Manager; and

WHEREAS, it is the desire of this Council to amend those duties and powers for efficient supervision within the government; and

WHEREAS, this amendment does not conflict with City Charter § 3.13; and

WHEREAS, it is in the City’s best interest to revise the current Code of Ordinances to repeal (d)(14) of Section 2-120 and replace it with the following language.

Section 1. NOW THEREFORE IT IS HEREBY RESOLVED that Section 2-120(d)(14) of the City Code be repealed and recreated so that as recreated, Section 2-120(d)(14) shall read:

Sec. 2-120. – City manager.

- (d) (14) Supervise the employees of the Administration Department, including the City Clerk subject to contractual provisions, the director (s) and employees of the Police Department, Public Works Department, Economic Development Department, Community Development Department, Finance Department, and director(s) and employees of any other department that may be created in the future.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hampton.

Section 4. This Ordinance shall take effect immediately upon its adoption. All Ordinances in conflict herewith are expressly repealed. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Hampton, Georgia, and the sections of this Ordinance may be renumbered, if necessary, to accomplish such intention.

Section 5.

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause and phrase of this Ordinance is severable from every other, section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence, paragraph or Section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or Sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and Sections of the Article shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

SO ORDAINED, this _____ day of _____, 2019.

CITY OF HAMPTON, GEORGIA

STEVE HUTCHISON, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

L'ERIN BARNES WIGGINS, City Attorney

First Reading: July 17, 2019

Second Reading/

Adoption: _____