



CITY OF
Swainsboro
Crossroads of the Great South



City Council Meeting

December 03, 2012

The regular meeting of the Mayor and City Council, held Monday, December 03, 2012, at 6:00 P.M. at Swainsboro City Hall

Members Present: Collins, Parker, Stroud, Edenfield, Stafford, & Faulkner

Members Absent:

Prayer of Invocation: Associate Pastor, Gilbert Westberry, First Baptist Church

Motion to accept minutes from the previous meeting was made.

Motion: by Stroud Seconded: by Parker 6-0

A. Consensus Business

None

B. New Business

1. Council considered a resolution approving the Five Year Short Term Work Program in conjunction with Emanuel County and prepared by the Heart of Georgia Regional Commission. This is a Georgia Department of Community Affairs requirement for future grants applicants. The resolution reads as follows:

RESOLUTION

WHEREAS, the Georgia Planning Act of 1989, Georgia Laws 1989, pp. 1317-1391, as amended, requires all local governments in Georgia to prepare and adopt a comprehensive plan and requires an update of the government's Short Term Work Program at least every five years; and

WHEREAS, the City of Swainsboro, Georgia adopted The Emanuel County Joint Comprehensive Plan: Emanuel County, Adrian, Garfield, Nunez, Oak Park, Stillmore, Summertown, Swainsboro, and Twin City, 2007, including its separate Five-Year Short-Term Work Program, as its official comprehensive plan and general policy guide to its future growth and development in July, 2007; and

WHEREAS, the City of Swainsboro prepared an updated Short Term Work Program, with the assistance of the Heart of Georgia Altamaha Regional Development Center, in accordance with the Minimum Planning Standards and Procedures and adopted the updated Short Term Work Program in July, 2007; and

WHEREAS, five years have elapsed since the last update of the City of Swainsboro's comprehensive plan and Short. Term Work Program; and

WHEREAS, the City of Swainsboro has now prepared a Short Term Work Program Update, including a Report of Accomplishments and a new Five-Year Short-Term Work Program, to its adopted comprehensive plan in accordance with the Minimum Planning Standards and Procedures; and

WHEREAS, this Short Term Work Program Update to The Emanuel County Joint Comprehensive Plan: Emanuel County, Adrian, Garfield, Nunez, Oak Park, Stillmore, Summertown, Swainsboro, and Twin City, 2007, has been submitted for formal review, comment and recommendation to the Heart of Georgia Altamaha Regional Commission and the Georgia Department of Community Affairs as mandated by the Minimum Planning Standards and Procedures of the Georgia Planning Act of 1989; and

WHEREAS, the City of Swainsboro's Short Term Work Program Update to The Emanuel County Joint Comprehensive Plan: Emanuel County, Adrian, Garfield, Nunez, Oak Park, Stillmore, Summertown, Swainsboro, and Twin City, 2007, has now been certified by these review agencies

as meeting all requirements of the Georgia Planning Act for the City of Swainsboro; and

WHEREAS, the City of Swainsboro is now desirous of adopting its new Short Term Work Program as a formal amendment to its adopted comprehensive plan, The Emanuel County Joint Comprehensive Plan: Emanuel County, Adrian, Garfield, Nunez, Oak Park, Stillmore, Summertown, Swainsboro, and Twin City, 2007, and continuing with the process of implementing the plan and its new Short Term Work Program,

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Swainsboro hereby approve and adopt its new Short Term Work Program, as approved, as a formal plan amendment and part of its official comprehensive plan, The Emanuel County Joint Comprehensive Plan: Emanuel County, Adrian, Garfield, Nunez, Oak Park, Stillmore, Summertown, Swainsboro, and Twin City, 2007; and

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Swainsboro instruct that formal notification of said adoption be forwarded to the Heart of Georgia Altamaha Regional Commission as required by the Minimum Planning Standards and Procedures of the Georgia Planning Act of 1989, and to other agencies, as appropriate.

SO RESOLVED. this 3rd day of December, 2012.

Motion was made to adopt the resolution as presented.

Motion : Parker Seconded: Stroud 6-0

2. Council considered the adoption of an intergovernmental agreement with Emanuel County concerning the recently passed Energy Excise Tax. This would allow the city and the county to continue to collect the LOST on energy from large manufacturing industries. Mayor Schwabe explained to council why this was necessary. The agreement reads as follows:

ENERGY EXCISE TAX INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA
EMANUEL COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE ALLOCATION AND DISTRIBUTION OF PROCEEDS FROM THE ENERGY EXCISE TAX

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 15th day of October, 2012, by and between **EMANUEL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the "County"), and the **CITY OF SWAINSBORO, THE CITY OF OAK PARK, THE CITY OF SUMMERTOWN, THE CITY OF NUNEZ, THE CITY OF STILLMORE, THE CITY OF TWIN CITY, THE CITY OF GARFIELD , THE CITY OF ADRIAN**, municipal corporations of the State of Georgia, (the "Participating Municipalities", individually and collectively).

WITNESSETH

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the participating Municipalities to contract, for a period not exceeding 50 years; and

WHEREAS, the County is authorized pursuant to O.C.G.A. 48-13-110 et seq., (the Energy Excise Tax Act') to levy and collect an excise tax on the sale, use, storage, or consumption of energy ("Energy Excise Tax") when such sale,, Use, storage or consumption of energy would have constituted a taxable event for purposes of the sales and USE tax under O.C.G.A. 48-8-1 et seq., but for the exemption in O.C.G.A. 48-8-3.2; and

WHEREAS, pursuant TO O.C.G.A. 48-13-113, the County and the municipalities of the County have met together and conferred to discuss whether or not the Energy Excise Tax should be levied within the special district within **EMANUEL** County; and

for the distribution of proceeds in accordance with O.C.G.A. 48-13-114 (c) prior to the adoption of an ordinance by the County levying and imposing the Energy Excise Tax.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for goods and valuable consideration the County and the Participating Municipalities consent and agree as follows:

SECTION 1

REPRESENTATIONS & MUTUAL COVENANTS

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

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

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

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(B) Each Participating Municipality makes the following representations and warranties which may specifically relied upon by all parties as a basis for entering this Agreement:

Each Participating Municipality is a municipal corporation duly created and
(i)
organized under the Law of the State of Georgia;

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

This agreement is a valid, binding, and enforceable obligation of each
(iii)
Participating Municipality; and

(iv) Each Participation Municipality is located wholly of partially within the geographic boundaries of the special district in the County.

(C) It is the intention of the County and Each participation Municipality to comply in all respects the provisions of the Energy Excise Tax Act and all provisions of the Agreement shall be construed in light of the provisions of the Energy Excise Tax Act.

(D) The County and each Participating Municipality agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

SECTION 2

CONDITIONS PRECEDENT

The obligations of the County and each Participating Municipality pursuant to this

(A)
Agreement are conditioned upon the adoption of an ordinance by the County levying and imposing the Energy Excise Tax in accordance with the provisions of the Energy Excise Tax Act.

This Agreement is further conditioned upon the collecting of Energy Excise Tax revenues
(B)
by the County and the transferring of those revenues to the general fund of the County and the general fund of each Participating Municipality.

SECTION 3

ADMINISTRATION AND COLLECTION COSTS

In accordance with O.C.G.A. 48-13-114(b), the proceeds of the Energy Excise Tax shall be allocated and distributed by the governing authority of the County at the end of each calendar month, and, of such proceeds, an amount equal to 1 percent of such proceeds collected by the county shall be paid into the general fund of the County to defray the costs of collection and administration.

SECTION 4

ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS

(A) In accordance with O.C.G.A. 48-13-114 (b) and (c), the remainder of the proceeds following the subtraction of costs of collection and administration under Section 3 of this Agreement shall be allocated and distributed by the governing authority of the County pursuant to this Agreement as provided in this Section.

(B) Such remaining proceeds shall be allocated and distributed by the governing authority of the County within 30 days following the end of each calendar month to the general fund of the County and to the general fund of each participating Municipality in accordance with the applicable provisions of O.C.G.A. 48-13-114 (c) (1) OR (2) as follows:

If two local sales and use taxes are in effect in the special district, an amount equal to one-half of the proceeds shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the first local sales tax and use tax and an amount equal to one-half of the proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in such County according to the same proportionate share as specified under the distribution provisions of the second local sales and use tax; or

If only one such local sales and use tax is in effect in the special district, then the

(C) proceeds of the excise tax shall be distributed to the County general fund and the general fund of each Participating Municipality located in the County according to the same proportionate share as specified under the distribution provisions of the local sales and use tax.

(C) Such remaining proceeds shall not be subject to any use or expenditure requirements provided for under the provisions of law of the local sales and use taxes which are now subject to exemption under O.C.G.A. 48-8-3.2 and are authorized to be expended in the same manner as would have otherwise required under such local sales and use tax provisions of law or to be expended for any lawful purpose.

SECTION 5

COUNTY ORDINANCE ADOPTION

In accordance with O.C.G.A. 43-13-114 (a) (1), the following execution of this Agreement by the County and each Participating Municipality, the County agrees to adopt timely an ordinance levying the Energy Excise Tax pursuant to O. C. G. A. 48-13-110 *et seq.*

SECTION 6

ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the County and the participating Municipalities with respect to all matters relating to the imposition, levy, collection, Administration, allocation, and distribution of proceeds of the Energy Excise Tax. Furthermore, this agreement supercedes all prior agreement, negotiations, and communications of whatever type, whether written or oral,

between that parties hereto with respect to such matters.

SECTION 7

AMENDMENT OR MODIFICATION OF AGREEMENT

This agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Participating Municipalities.

SECTION 8

GOVERNING LAW

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

SECTION 9

SEVERABILITY

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

SECTION 10

COMPLIANCE WITH LAW

The County and each Participating Municipality shall comply with all applicable local, state, and federal statutes, ordinances, rule, and regulations.

SECTION 11

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 12

COUNTERPARTS

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

SECTION 13

EFFECTIVE DATE OF ENERGY EXCISE TAX

The County and each Participating Municipality agree that the Energy Excise Tax shall become effective date on January 1, 2013.

IN WITNESS WHEREOF, the County and the Participating Municipalities, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

EMANUEL COUNTY, GEORGIA

Motion was made to adopt as presented.

Motion: Stroud Seconded: Stafford 6-0

3. Lenard Richards, a local business owner in the downtown area, approached council with concerns of the tractor trailer traffic in the downtown area. He raised safety and traffic concerns. After a brief discussion by council Mayor Schwabe suggest a study of the speed in the area. This would at least slow the trucks down. Police Chief Ellison stated the Georgia Department of transportation could do a traffic speed study to determine the speed of the vehicles in the area and make a recommendation to the council if the speed needed to be lowered. Motion was made to contact GDOT and ask for a speed study on Hwy 80 from Coleman to Central Streets.

Motion : Parker Seconded: Faulkner 6-0

C. Old Business

1. Council will consider the application, of Urvashiben Kaushik Patel dba J & M Food Mart, 202 East Main St., for beer and wine package only. Mayor Schwabe announced this was a Public Hearing for this application was anyone present to speak for or against. No one was present in support or opposition. Motion was made to grant.

Motion : Edenfield Seconded: Stafford 6-0

2. Council will consider the application, of Maheshkumar Patel dba Emanuel Discount, 119 South Central St., for beer and wine package only. Mayor Schwabe announced this was a Public Hearing for this application was anyone present to speak for or against. No one was present in support or opposition. Motion was made to grant.

Motion : Stafford Seconded: Stroud 6-0

3. Council will consider the application, of Masheshkumar Patel dba Mike's Food Mart, 505 North Main St., for beer and wine package only. Mayor Schwabe announced this was a Public Hearing for this application was anyone present to speak for or against. No one was present in support or opposition. Motion was made to grant.

Motion : Edenfield Seconded: Faulkner 6-0

4. Council will consider the application, of Masheshkumar Patel dba D & I Food Mart, 334 North Main St., for beer and wine package only. Mayor Schwabe announced this was a Public Hearing for this application was anyone present to speak for or against. No one was present in support or opposition. Motion was made to grant.

Motion : Stafford Seconded: Stroud 6-0

D. Committee Reports

Police: Chief Ellison reported the city would have two graduating from the academy on Friday.

Chief Ellison invited all of the council to a Department Staff meeting on Wednesday at 5:00 o'clock. This would give them an opportunity to meet some of the new officers.

Executive: Councilperson Stroud had no report.

Public Works: Councilperson Parker stated that OMI needed some new equipment and bids would be taken and presented at the next council meeting.

Fire: Councilperson Stafford presented a new realignment structure for the Fire Department. This would add some new positions in the department. No new personnel would be added with the existing staff filling the new positions. Chief Strobridge stated that there are certain requirements that each Firefighter has to obtain before he can be promoted into these portions. Councilperson Stafford reported that the realignment would cost about \$14,000 and would be covered in the 2013 budget. Motion to implement this new structure was made.

Motion : Stafford Seconded: Parker 6-0

Recreation: Councilperson Collins reported everything is routine. She reported the Recreation Authority was narrowing down the application for Director and interviews would be forthcoming.

Councilperson Collins reported the Rec. Dept. had held it's annual volunteer coaches supper.

Airport: Councilperson Edenfield had no report.

Water & WW: Councilperson Edenfield was waiting on the cost of the new basin from City Engineer Ben Turnipseed.

Downtown Development: No report

Administrative: Adm Lawson reported that the city was having problems with its' on line payment system if any one has an issue please call City Hall.

Building Inspection: No report

Mayor : Mayor Schwabe reported that the new Fire Dept. building had run into a snag with the land and he would report back when progress is started.

Mayor Schwabe reported he was looking into saving the city some money on its' health insurance.

Mayor Schwabe reported that the city was getting closer to giving a report to the committee in charge of the Splash Pad project.

Mayor Schwabe asked council to adopt a support resolution for the installation of ten signs on the by-pass pointing out the entrance ways to Swainsboro. This would be informational signs to make it easier to identify the Swainsboro exits. Motion was made to draft a support resolution for the installation of the signs.

Motion : Stroud Seconded: Edenfield 6-0

Meeting was adjourned.

Submitted: Al L Lawson, City Administrator