



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
SPECIAL CALLED MEETING
MONDAY, JULY 20, 2020 – 8:10 PM
VIA TELECONFERENCE**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Jeff Wearing – Councilmember
Lynn Bohanan – Councilmember
Avis Williams – Councilmember
Laura McCanless - Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Melissa Pratt – Associate Clerk
Jody Reid – Utility Superintendent
David Strickland – City Attorney

OTHERS PRESENT: Art Vinson, Melissa Hage

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. **A motion was made by Jeff Wearing to accept the Agenda for July 20, 2020. Avis Williams seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
3. **Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax (Attachment B)**
A motion was made by Jeff Wearing to accept the terms and project list stated in the intergovernmental agreement (IGA) between Newton County and the municipalities regarding the proposed T-SPLOST referendum. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).
4. **Policy Requiring Face Coverings in City Buildings (Attachment C)**
A motion was made by James Windham to approve a resolution requiring the city to abide by certain practices to protect the health and safety of staff and visitors including the use of face masks while in city buildings. Avis Williams seconded the motion. The motion was approved unanimously (7/0).
5. **James Windham made a motion to adjourn. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).** The meeting was adjourned at 8:16 p.m.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Marcia Brooks". The signature is written in a cursive, flowing style.

Marcia Brooks
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL
SPECIAL CALLED MEETING
MONDAY, JULY 20, 2020 – 7:30 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

1. Call to Order, Mayor David S. Eady
2. Motion to accept the Agenda for the July 20, 2020 Mayor and Council Called Meeting.
3. * **Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax** – Council will decide whether to accept the terms and project list stated in the intergovernmental agreement (IGA) between Newton County and the municipalities regarding the proposed T-SPLOST referendum. We have attached the IGA.
4. * **Policy Requiring Face Coverings in City Buildings** – Council will decide whether to approve a resolution requiring the city to abide by certain practices to protect the health and safety of staff and visitors including the use of face masks while in city buildings. We have attached the resolution.
5. Adjourn

*Attachments

**STATE OF GEORGIA
COUNTY OF NEWTON**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this _____ day of _____, 2020__ by and between Newton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Covington, Georgia, a municipal corporation, the City of Mansfield, Georgia, a municipal corporation, the Town of Newborn, Georgia, a municipal corporation, the City of Oxford, Georgia, a municipal corporation, the City of Porterdale, Georgia, a municipal corporation, and the City of Social Circle, Georgia, a municipal corporation (hereinafter the “Municipalities” or “Cities”), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

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 Options 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, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Northeast Georgia Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the governing authorities County and the Municipalities met together on _____, 2020 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 the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of \$ _____ to fund some of the Projects defined herein;

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:

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 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 November 3, 2020, 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 Newton County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2021 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 \$_____ to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$_____.

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, 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.

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

(b) The approval of the TSPLOST 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 TSPLOST revenues

by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 3, 2020, shall be imposed at the rate of **one percent (1%)**. The total estimated dollar amount is \$_____ (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2021.

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 Newton 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 TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the "Purposes"): **roads, bridges, public transit, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.**

(b) 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. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2020 Newton County Transportation Special Purpose Local Option Sales Tax Fund ("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 2020 [*Municipality name*] Transportation Special Purpose Local Option Sales Tax 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. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. 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 TSPLOST shall be apportioned by the County according to the figures provided herein. 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 TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c) [; provided that, to the extent there is any outstanding City Finance Obligation (as defined in Section 11), the County shall first apply the TSPLOST proceeds of the applicable Municipality toward any debt service payments attributable to the City Finance Obligation.] The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST 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: (Based on 2017 SPLOST)

1. Newton County: 74.999963 %
2. City of Covington: 18.47 %
3. City of Oxford: 3.02 %
4. City of Porterdale: 2.05 %
5. Town of Newborn: .83 %

6. City of Mansfield: _____.63_%

7. City of Social Circle: .000037____%

Section 8. 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 TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and 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 their 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 9. 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 completed or substantially completed 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 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 10. 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.

Section 11. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of \$_____.

[Option 1] [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.]

[Option 2] [The County shall use the proceeds of its debt to first pay the cost of issuing the debt. Then it shall disburse \$_____ of the proceeds of the debt issuance to the City of _____ and retain the remainder. The amount disbursed to the City of _____ and all interest and fees associated therewith, plus the City's pro-rata share of the cost of issuing the debt, shall be the "City Finance Obligation." The City of _____ will be responsible for providing the County with funds sufficient to satisfy the City Finance Obligation. The amount disbursed to the County and all interest and fees associated therewith, plus the County's pro-rata share of the cost of issuing the debt, shall be the "County Finance Obligation". The County will be solely responsible for the County Finance Obligation.]

(b)

[Option 1] 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 (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the

County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

[Option 2] The City Finance Obligation shall be paid first from the proceeds of the City of _____'s portion of the TSPLOST, and the County Finance Obligation shall be paid first from the proceeds of the County's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt service on the City Finance Obligation or County Finance Obligation, the City of _____ or County (as applicable) shall pay any shortfall from its general fund ("Debt Service Payments"). The City of _____ and the County each separately covenant that, in order to make Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The City of _____ and the County each further covenant and agree that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City of _____ or the County (as applicable) to make any payments that may be required to be made from its general funds shall constitute a general obligation of that entity and a pledge of that entity's full faith and credit to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County or City (as applicable) is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County (or City) had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County (or City) shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligations of the County and City of _____ to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County and City of _____ (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any

Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the 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. **The Municipalities are not issuing any bonds or other indebtedness associated with this Agreement.**

Section 12. 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 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. 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 15. 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 16. 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 17. 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 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. 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 are hereby rescinded and superseded by this Agreement.

Section 19. 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 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
Attention: County Manager

- (b) City of Covington
P. O. Box 1527
Covington, GA 30015
Attention: City Manager

- (c) City of Mansfield
P. O. Box 35
3146 S. Highway 11
Mansfield, GA 30055
Attention: City Mayor

- (d) Town of Newborn
P. O. Box 247
Newborn, GA 30056
Attention: Town Clerk

- (e) City of Oxford
110 West Clark Street
Oxford, GA 30054
Attention: Mayor

- (f) City of Porterdale
P. O. Box 667
Porterdale, GA 30070
Attention: City Manager

- (f) City of Social Circle
166 N. Cherokee Rd.
P. O. Box 310 Social Circle, GA 30025
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

NEWTON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Marcello Banes, Chairman

Attest:

Jackie Smith, Clerk _____
Date

CITY OF COVINGTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk _____
Date

CITY OF MANSFIELD

(CITY SEAL)

By: _____
 Mayor

Attest:

City Clerk Date

TOWN OF NEWBORN

(TOWN SEAL)

By: _____
 Mayor

Attest:

City Clerk Date

CITY OF OXFORD

(CITY SEAL)

By: _____
 Mayor

Attest:

City Clerk Date

CITY OF PORTERDALE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF SOCIAL CIRCLE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Newton County	Safety Improvements	Safety/pedestrian	\$1.9m
	Bridge replacement/repair	safety	\$6.9m
	Facility expansion	Relieve congestion	\$17m
	Intersection Improvements	Safety, improve traffic flow	\$7.9m
	Paving/resurfacing	Maintainance and safety	\$6m
	Transit	Mobility	\$2m
City of Covington			
City of Mansfield			
Town of Newborn			
City of Oxford			
City of Porterdale			
City of Social Circle			
			Total: \$

CITY OF OXFORD

RESOLUTION

Policy Requiring Face Coverings in City Buildings

WHEREAS, the novel coronavirus, an infectious virus known to cause the respiratory disease “COVID-19” can spread from person to person, and can result in no symptoms, minor symptoms, or serious illness causing permanent organ damage and death; and

WHEREAS, individuals age 65 or over or living with certain medical conditions identified by the CDC (members of Vulnerable Populations) and members of other populations identified by the CDC (“Other Populations at Risk”) are at risk of severe and lasting harm to health or death from COVID-19; and

WHEREAS, COVID-19 also has been reported to cause severe and permanent damage to some children; and

WHEREAS, there is no vaccine or approved treatment for COVID-19; and

WHEREAS, on March 14, 2020, Governor Brian Kemp declared a Public Health State of Emergency in Georgia, and renewed this declaration on April 8, 2020 and again on April 30, 2020, May, 28, 2020, June 29, 2020, so that it will remain in effect at least through August 11, 2020; and

WHEREAS, over 131,000 Georgians have tested positive for the novel coronavirus as of Friday, July 17, 2020 and over 3,100 Georgians have died from COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has noted that COVID-19 spreads very easily and sustainably when an infected person (who may have no symptoms at all, or minor symptoms) talks, sneezes, or coughs in close proximity with others (within six feet); and

WHEREAS, one Georgia community experienced an outbreak of COVID-19 due in part to an infected person being present in a public building without face coverings, with the result being the infection of many persons and the death of a judge and other individuals; and

WHEREAS, the Governor, through Executive Orders 04.30.20.01, 05.12.20.02, 5.28.20.02, 6.29.20.02, and 7.15.20.01 recognized the need to take extra precautions to protect certain vulnerable populations who meet the criteria for higher risk of severe illness as defined by the CDC and identified in Section III of the Governor’s Executive Order 7.15.20.01 (“Vulnerable Populations”); and

WHEREAS, Executive Orders 04.30.20.01, 05.12.20.02, 5.28.20.02, 6.29.20.02, and 7.15.20.01 require Vulnerable Populations to continue to shelter in place, with exceptions that include participating in essential services and working, through July 31, 2020; and

WHEREAS, many City employees and many members of the public who visit City Hall and other City buildings may be members of Vulnerable Populations; and

WHEREAS, some City employees and many members of the public who visit City Hall and other City properties are members of the following “Other Populations at Risk” identified by the CDC: pregnant women, individuals experiencing homelessness, people with disabilities, and racial and ethnic minorities; and

WHEREAS, the Mayor and Council desire to protect individuals in said Vulnerable Populations and Other Populations at Risk, in a reasonable manner and as recommended by the CDC and by the Georgia Department of Public Health, while such individuals are working in, conducting business in, or visiting City Hall and other City buildings; and

WHEREAS, the CDC¹, Dr. Kathleen Toomey (Georgia’s Commissioner of Public Health), and Governor Kemp through Executive Order 07.15.20.01 recommend that individuals wear face coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., stay at least six feet away from other individuals who do not share the same household); and

WHEREAS, the CDC states that wearing a face covering over the nose and mouth is a recommended precaution designed to prevent symptomatic and asymptomatic individuals who have contracted COVID-19 from spreading it to other individuals; and

WHEREAS, to be an effective precaution, it is necessary to require all City employees and members of the public to wear a face covering over the nose and mouth while in public areas in the City building and while meeting in the City building; and

WHEREAS Dr. Toomey and Governor Kemp have modeled the behavior of wearing face coverings as examples for Georgians to follow; and

WHEREAS, having City Hall and other City offices open and accessible to the public as necessary to conduct in-person business that cannot be conducted by other means is important for the economic vitality of the City;

¹ [CDC recommends](#) wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), **especially** in areas of significant community-based transmission.

“In light of new data about [how COVID-19 spreads](#), along with evidence of widespread COVID-19 illness in communities across the country, CDC recommends that people wear a [cloth face covering](#) to cover their nose and mouth in the community setting. This is to protect people around you if you are infected but do not have symptoms.”

A cloth face covering should be worn whenever people are in a community setting, especially in situations where you may be near people. These settings include grocery stores and pharmacies. These face coverings are not a substitute for social distancing. Cloth face coverings are especially important to wear in public in areas of widespread COVID-19 illness.

Yes. Wearing cloth face coverings is an additional public health measure people should take to reduce the spread of COVID-19. CDC still recommends that you stay at least 6 feet away from other people (social distancing), frequent hand cleaning and other everyday preventive actions. A cloth face covering is not intended to protect the wearer, but it may prevent the spread of virus from the wearer to others. This would be especially important if someone is infected but does not have symptoms.

WHEREAS, certain activities, such as discussing and reviewing construction and other permits, benefit from or require face-to-face interactions between City employees and other individuals; and

WHEREAS, City Hall and the Pavilion and Playground at Asbury Street Park were closed on March 16, 2020 and then reopened on June 29, 2020 to the public; and

WHEREAS, if a City employee is exposed to the novel coronavirus, by an individual visiting a City building or otherwise, in accordance with CDC guidance² such employee will need to quarantine at home for at least 14 days; and

WHEREAS, if a City employee is diagnosed with COVID-19 or develops COVID-19 symptoms, such employee will be required to isolate at home³ in accordance with CDC guidance; and

WHEREAS, O.C.G.A. §36-35-3 allows city governments to establish rules for use of and access to its own property for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the City is authorized to establish policies for how the public can access City buildings during the Public Health State of Emergency and thereafter, including closing City buildings, or opening City buildings to the public but placing restrictions on public access; and

WHEREAS, the City has made and continues to make efforts to reduce the need for members of the public to physically visit City Hall and other City buildings to interact with City employees, pay bills, and conduct other business with the City; and

WHEREAS, the City intends to assist its employees and the public with mitigating the spread of COVID-19 in City buildings by providing hand sanitizer, disinfecting common surfaces regularly, prohibiting handshaking, and encouraging social distancing of non-cohabitating persons, as well as other mitigating measures described in Executive Order 07.15.20.01; and

WHEREAS, despite these precautions, the City recognizes that it is not always possible to ensure social distancing within the City buildings; and

WHEREAS, the following actions are necessary and appropriate to balance the public's interest in having access to City buildings for the conduct of business and other purposes with the compelling public interest of providing for the health, safety and welfare of the City's employees and individuals who visit City Hall and other City buildings and preventing an outbreak of COVID-19 in the City and the surrounding community;

² <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine-isolation.html>

³ <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine-isolation.html>

NOW THEREFORE BE IT RESOLVED, that for the protection of members of the public and other City employees, including members of Vulnerable Populations and members of Other Populations at Risk, City employees are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when in public areas of City buildings and when participating in physical meetings with other individuals within non-public areas of City buildings.

BE IT FURTHER RESOLVED, that for the protection of members of the public and City employees, including members of Vulnerable Populations and members of Other Populations at Risk, members of the public are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when entering and while inside City buildings except as expressly stated in a separate policy, if any, that applies to certain uses of portions of City buildings, such as courtrooms and polling locations.

BE IT FURTHER RESOLVED, that the City will continue to communicate ways to perform city business that do not require entry into a City building.

BE IT FURTHER RESOLVED, for City business that must be done in person, the City will take reasonable steps to provide such in-person service to members of the public who affirm they cannot wear a face covering because they are physically unable to remove such a face covering, have trouble breathing, or must be accompanied by children under age two (CDC states that children under age two should never wear face coverings).

BE IT FURTHER RESOLVED, that the City will communicate the types of acceptable face coverings required for entry into City buildings and instructions by the CDC about how to make such face coverings easily and inexpensively.

BE IT FURTHER RESOLVED, that the City will display information from the CDC explaining or illustrating the proper way to wear and remove face coverings.

BE IT FURTHER RESOLVED, that the City will provide face coverings to individuals visiting City buildings who do not otherwise have a face covering that meets these requirements.

This the 20th day of July, 2020.



David S. Eady, Mayor