

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2024-33

**A RESOLUTION TO APPROVE AN
INTERGOVERNMENTAL AGREEMENT WITH
THE HENRY COUNTY FOR THE IMPOSITION
AND DISTRIBUTION OF THE SPECIAL
PURPOSE LOCAL OPTION SALES TAX
("SPLOST")**

WHEREAS, the City of Hampton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia whose governing authority is the Mayor and Council thereof; and

WHEREAS, the City and its staff along with the other cities of Henry County, the Cities of Locust Grove, McDonough and Stockbridge (collectively "Cities") met with Henry County to discuss the Special Purpose Local Option Sales Tax ("SPLOST") VI; and

WHEREAS, the County approved the intergovernmental agreement ("IGA") detailing the terms and distribution of SPLOST VI and the City by way of this resolution adopts the County's intergovernmental agreement indicating a 68% split of SPLOST proceeds to the County and the remaining 32% to be split amongst the Cities with County level projects, and no City debt, a copy of which is attached hereto at Exhibit "A" and incorporated by reference.

NOW THEREFORE, IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HAMPTON, GEORGIA, and by the authority thereof that the City of Hampton adopts the attached IGA which details the terms and conditions of SPLOST VI.

SO RESOLVED, this 13th day of August 2024.

CITY OF HAMPTON, GEORGIA



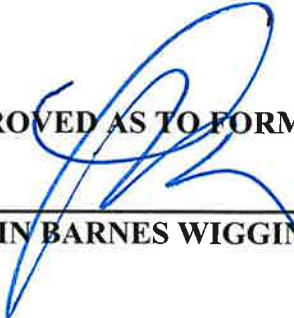
ANN N. TARPLEY, Mayor

ATTEST:



RASHIDA FAIRLEY, City Clerk

APPROVED AS TO FORM:



L'ERIN BARNES WIGGINS, City Attorney

Exhibit “A”
(County Option 1)

RESOLUTION NO. 24-193

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE CHAIRMAN OF THE HENRY COUNTY BOARD OF COMMISSIONERS, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND THE CITY OF HAMPTON, THE CITY OF LOCUST GROVE, THE CITY OF MCDONOUGH AND THE CITY OF STOCKBRIDGE CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT IN CONJUNCTION THEREWITH; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Act") authorizes the imposition of a one percent county special purpose local option sales and use tax for the purpose, inter alia, of financing certain capital outlay projects; and

WHEREAS, Henry County, Georgia (the "County") is currently collecting said one percent sales and use tax (the "Existing Tax"), and such one percent sales and use tax will expire on March 31, 2025; and

WHEREAS, the Board of Commissioners of Henry County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of the County that such one percent sales and use tax (the "SPLOST") be reimposed within a special district co-extensive with the County (the "Special District") to raise approximately \$470,000,000, for the purpose, inter alia, of financing capital outlay projects as described hereinbelow (the "Projects"); and

WHEREAS, on July 27, 2024, pursuant to the procedures set out in O.C.G.A. §48-8-111(a), the Board of Commissioners conducted a meeting at which designated representatives of the County and the City of Hampton, the City of Locust Grove, the City of McDonough and the City of Stockbridge (the "Municipalities") met and discussed the continuation of the SPLOST, the distribution of SPLOST proceeds and possible projects for inclusion in the proposed referendum, including municipally owned and operated projects; and

WHEREAS, the County desires to enter into an Intergovernmental Agreement with the Municipalities regarding the reimposition of SPLOST, the distribution of SPLOST proceeds and

possible projects for inclusion in the proposed referendum, including municipally owned and operated projects (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit "A," and is incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Georgia that the Intergovernmental Agreement, together with such changes, modifications, insertions and deletions therefrom, as the Chair and County Manager, in their respective professional discretion, may approve, is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners is authorized to execute the Intergovernmental Agreement.

BE IT FURTHER RESOLVED, in the event any section, subsection, sentence, clause, or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The Board of Commissioners declares that it would have passed the remaining parts of this Resolution if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

BE IT FURTHER RESOLVED, this Resolution shall become effective immediately upon signature by the Chair of the Board of Commissioners.

BE IT FINALLY RESOLVED, that all resolutions in conflict with this Resolution be and the same are hereby repealed, only to the extent of such conflict.

SO RESOLVED this 30th day of July, 2024.

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 
Carlotta Harrell, Chair

ATTEST:


Stephanie Braun, County Clerk



EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS
AMONG
HENRY COUNTY, GEORGIA,
THE CITY OF HAMPTON, THE CITY OF LOCUST GROVE,
THE CITY OF MCDONOUGH AND THE CITY OF STOCKBRIDGE**

STATE OF GEORGIA

COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA") is made and entered this the 30 day of July, 2024 by and between Henry County, a political subdivision of the State of Georgia (the "County"), and the City of Stockbridge, the City of McDonough, the City of Locust Grove, and the City of Hampton, each a municipal corporation of the State of Georgia (the "Municipality", individually and the "Municipalities" collectively) (the County and the Municipalities sometimes referred to individually as the "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act") authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, pursuant to O.C.G.A. § 48-8-111 (a), the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 27th day of June, 2024 in conformance with the requirements of the Act; and

WHEREAS, pursuant to O.C.G.A. § 48-13-24, the most recent United States decennial census taken in 2020 shall govern the calculation of population for purposes of the tax; and

WHEREAS, the Act authorizes the County and the Municipalities to enter into an intergovernmental agreement for purposes of specifying projects and the division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act, among other things.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

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

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (ii) The Henry County Board of Commissioners, as the governing authority of the County, is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2024 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Henry County for a period of 24 quarters, commencing on the 1st day of April, 2025, to raise an estimated \$470,000,000 to be used for funding the projects specified in Exhibits "A" through "E" attached hereto, and incorporated herein by this reference.
- (B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all Parties as a basis for entering this Agreement:
- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality; and
 - (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
 - (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.
- (C) It is the intention of the County and Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.
- (D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibits "A" through "E" of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

- (E) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- (F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required fulfilling the terms of this Agreement.

Section 2. Conditions Precedent

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- (B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e). This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on the 5th day of November, 2024, shall continue for a period of twenty-four (24) quarters with collections beginning on the 1st day of April, 2025.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or

- (iii) The completion of all projects described in Exhibits "A" through "E".

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- (A) A special fund or account shall be created by the County and designated as the 2025 Henry County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2025 City of Stockbridge Special Purpose Local Option Sales Tax Fund, the 2025 City of McDonough Special Purpose Local Option Sales Tax Fund, the 2025 City of Locust Grove Special Purpose Local Option Sales Tax Fund, and the 2025 City of Hampton Special Purpose Local Option Sales Tax Fund, for their respective Municipality (each a "Municipal Fund"). Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- (A) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- (B) SPLOST proceeds received in any year pursuant to the reimposition of such tax shall be deposited in a separate fund and first used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized herein. Proceeds of the SPLOST not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be

distributed or retained by the County on a monthly basis in the following amounts and order or priority, all in accordance with O.C.G.A. §48-8-115(b)(2):

- i. first, to the County, all remaining SPLOST proceeds to the extent of the estimated costs of any Public Safety Projects not funded with proceeds of the Debt;
 - ii. second, to the Municipalities for the payment of the costs of the Municipal Projects which have not been funded with proceeds of the Debt, either (i) such amounts as are provided in an intergovernmental contract to be entered into among the County and the Municipalities, or (ii) if no such intergovernmental contract has been entered into, then an amount to each Municipality based upon the ratio that the population of such Municipality bears to the total population of the County (each, a "SPLOST Percentage Share"); and
 - iii. third, to the County, for the payment of the costs of the County Projects which have not been funded with the proceeds of the Debt, all remaining proceeds of the SPLOST.
- (C) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within thirty (30) business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibits "B" through "E". The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.
- (D) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.
- (E) SPLOST proceeds shall be distributed 68% to the County and 32% among the Municipalities, divided according to the respective populations of the Municipalities. According to the 2020 decennial census compiled by the U.S. Census Bureau, the 2020 population of the City of Hampton was 8,368, the population of the City of Locust Grove was 8,947, the population of the City of McDonough was 29,051, the population of the City of Stockbridge was 28,973, the population of unincorporated Henry County was 165,373, and the total population of Henry County was

240,712. Accordingly, the SPLOST Percentage Share of each of the Municipalities is as follows: City of Hampton (3.55%); City of Locust Grove (3.8%); City of McDonough (12.34%); City of Stockbridge (12.31%).

Section 7. General Obligation Debt

- (A) Assuming the question of reimposing the SPLOST is approved by a majority of the qualified voters of the County voting in the election hereinafter referred to, the County is hereby authorized to issue its general obligation debt (the "Debt") in conjunction with the SPLOST, in a maximum aggregate principal amount of \$100,000,000. The proceeds of the Debt, if issued, shall be used to pay a portion of the costs of the County Projects, capitalized interest through up to May 31, 2025, and the costs of issuing the Debt. The Debt may be issued in one or more separate issuances or series. A part of the proceeds of the SPLOST will be used for payment of the Debt, if issued, and the portion of the proceeds of the SPLOST not used for the payment of the Debt will be used to pay the costs of Projects not funded with the Debt.
- (B) The maximum interest rate or rates which such Debt is to bear is five percent (5%) per annum. The amount of principal to be paid in each year during the life of the Debt (maximum amounts that assume the full \$100,000,000 is issued) shall be as set forth below:

<u>Year</u>	<u>Principal Amount</u>
2025	\$14,700,000
2026	\$15,435,000
2027	\$16,210,000
2028	\$17,020,000
2029	\$17,870,000
2030	<u>\$18,765,000</u>
 TOTAL	 \$100,000,000

- (C) The proceeds of the Debt shall be deposited by the County in separate funds or accounts as specified in this Intergovernmental Agreement. The County waives the performance audit or performance review requirement provided in O.C.G.A. § 36-82-100 and no performance audit or performance review in respect of the Debt, as such terms are defined in O.C.G.A. § 36-82-100, other than fulfillment of the requirements of O.C.G.A. 48-8-121.

- (D) The SPLOST proceeds received in any year pursuant to the reimposition of such tax shall be deposited in a separate fund and first used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized above. Proceeds of the SPLOST not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be deposited in a separate fund to be maintained by the County and applied toward funding the Projects to the extent such Projects have not been funded with Debt proceeds, all as more fully provided for in the Intergovernmental Agreement.
- (E) Any brochures, listings, or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation, or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.
- (F) 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.

Section 8. Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibits "A" through "E" which are attached hereto and incorporated herein by this reference.

Section 9. Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibits "A" through "E" of this Agreement. Except as otherwise provided in this Agreement, any change to the priority or schedule must be agreed to in writing by all Parties to this Agreement. Notwithstanding the foregoing, Public Safety projects shall be funded prior to any other projects hereunder.

Section 10. Completion of Projects

- (A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibits "A" through "E" 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 Municipality's project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibits "B" through "E", the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibits "B" through "E".
- (D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five (5) years after the termination of the SPLOST. Any SPLOST proceeds held by the County or a Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

Section 11. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a Municipality's project listed in Exhibits "B" through "E" is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 12. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the

Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 13. Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 14. Notices

All notices, consents, waivers, directions, requests or other instruments or communications which may be or are required to be given under this Agreement shall be deemed properly given only if made in writing and sent by (a) hand delivery, or (b) registered or certified United States mail, return receipt requested or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, or DHL), or (d) electronic mail (provided that a copy of such electronic mail notice is also delivered within twenty-four (24) hours to the Party by one of the other methods listed herein), with all postage and delivery charges paid by the sender and addressed to the other Party(ies) as applicable as follows:

If to Henry County:

Henry County Government
140 Henry Parkway
McDonough, Georgia 30253
Attn: Cheri Hobson-Matthews,
County Manager
cmatthews@co.henry.ga.us

With a copy to:

Serena L. Nowell
Squire Patton Boggs (US) LLP
One Atlantic Center
1230 Peachtree Street, NE
Suite 2200
Atlanta, Georgia 30309
serena.nowell@squirepb.com

If to the City of Stockbridge:

City of Stockbridge
4640 North Henry Parkway,
Stockbridge, Georgia 30218
Attn: Anthony S. Ford, Mayor
asford@stockbridge.ga.org

With a copy to:

Quinton G. Washington
Washington Dreyer & Associates LLC
270 Peachtree Street NE
Suite 1040
Atlanta, Georgia 30303
quinton@washingtondreyer.com

If to the City of McDonough:

City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253
Attn: Sandra Vincent, Mayor
svincent@McDonoughGA.org

With a copy to:

Emilia Walker-Ashby
Denmark Ashby LLP
100 Hartsfield Centre Pkwy, Suite 400
Atlanta, Georgia 30354
ewalkerashby@denmarkashby.com

If to the City of Locust Grove:

City of Locust Grove
3644 Hwy 42
Locust Grove, Georgia 30248
Attn: Vincent Williams, Mayor Pro Tem
vwilliams@locustgrove-ga.gov

With a copy to:

Andrew J. Welch, III
Smith Welch Webb & White LLC
2200 Key Ferry Court
McDonough, Georgia 30253
awelch@smithwelchlaw.com

If to the City of Hampton:

City of Hampton
17 E. Main Street South
P.O. Box 400
Hampton, Georgia 30228
Attn: Ann Tarpley, Mayor
atarpley@hamptonga.gov

With a copy to:

L'Erin Barnes Wiggins
L F Barnes Law, LLC
P.O. Box 250464
Atlanta, Georgia 30325
lerin@lfbarneslaw.com

Section 15. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 16. 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 17. Governing Law

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

Section 18. 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 19. Compliance with Law

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

Section 20. 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 21. 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 22. Mediation


The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

[SIGNATURE PAGES FOLLOW]


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IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

HENRY COUNTY BOARD OF COMMISSIONERS

By: 
Carlotta Harrell, Chair

Attest:


Jasmin Head
Deputy County Clerk



CITY OF STOCKBRIDGE

By: _____
Anthony S. Ford, Mayor

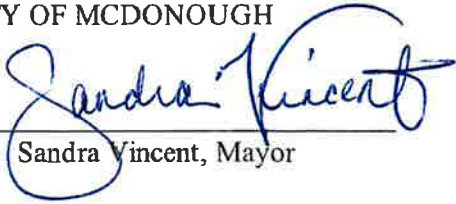
Attest:

Municipal Clerk

(Seal)

CITY OF MCDONOUGH

By:


Sandra Vincent, Mayor

Attest:


Municipal Clerk

(Seal)



CITY OF LOCUST GROVE

By: _____
Vincent Williams, Mayor Pro Tem

Attest:

Municipal Clerk

(Seal)

CITY OF HAMPTON

By: *Ann N. Tarpley*
Ann Tarpley, Mayor

Attest:

R. Fairley
Municipal Clerk *Rashida Fairley*



EXHIBIT "A"

HENRY COUNTY

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the County 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 Henry County incurred for or associated with such project.

<i>SPLOST VI CAPITAL PROJECTS</i>	
PROJECT DESCRIPTION	CAPITAL BUDGET
PUBLIC SAFETY:	\$ 39,500,000
Fire Rescue Facilities	\$ 11,000,000
Fire Rescue Equipment	\$ 5,000,000
E911/EMA Facility	\$ 1,000,000
New Animal Shelter	\$ 22,500,000
SENIOR SERVICES:	\$ 20,000,000
Hidden Valley Senior Center - Replacement	\$ 18,500,000
New Senior Center (Design)	\$ 1,500,000
PARKS & RECREATION:	\$ 20,438,800
Comprehensive Parks Master Plan Recommendations - Pickleball Courts, New Playgrounds, Sports Field Upgrades (Including Lighting), Concession/Restroom Facility Upgrades, General Park Upgrades and New Parks.	\$ 20,438,800
PUBLIC WORKS:	\$ 5,000,000
Airport Upgrades	\$ 5,000,000
ASSET & INFORMATION TECHNOLOGY:	\$ 4,000,000
Technology Upgrades -WIFI in Parks, Cyber Security	\$ 2,000,000
Fleet Replacement	\$ 2,000,000
COUNTY FACILITIES:	\$ 7,900,000
**Locust Grove Tag Office	\$ 5,400,000
***Community Resource Center	\$ 2,500,000
CAPITAL PROJECT GRAND TOTAL:	\$ 96,838,800

**Looking for City of Locust Grove Participation

***Looking for Participation from Each City

EXHIBIT "A"

HENRY COUNTY PROJECTS

PROJECT DESCRIPTION	DISTRICT 1 BUDGET
MAJOR TRANSPORTATION PROJECTS	\$ 9,676,640
SR81 Widening - Phase II, Bethany to Keys Ferry; Shared with District 3 (Design/Partial ROW)	\$ 2,000,000
SR42 Widening - Bill Gardner to SR155; Shared with District 5 and City of Locust Grove; GDOT GRANT MATCH (Design)	\$ 746,640
Hampton Locust Grove Road Widening - SR20 to SR155 (Design & Partial ROW)	\$ 6,930,000
INTERSECTION & SIGNALIZATION	\$ 6,195,000
Peeksville Road @ LeGulin Mill Road; Shared with City of Locust Grove	\$ 375,000
Peeksville Road @ Old Jackson Road	\$ 5,820,000
DIRT ROAD PROJECTS	\$ 11,750,000
Ellistown Road - Peeksville to Moccasin Gap (ROW & Construction)	\$ 5,750,000
Happy Hollow Road - Rocky Creek Road to End	\$ 1,000,000
Sandy Ridge Road - Keys Ferry to Stallsworth (ROW & Construction)	\$ 5,000,000
RESURFACING/SURFACE TREATMENT/WIDENING/ SIDEWALKS	\$ 15,652,200
District 1	\$ 15,652,200
DISTRICT 1 TOTAL:	\$ 43,273,840

EXHIBIT "A"

HENRY COUNTY PROJECTS

PROJECT DESCRIPTION	DISTRICT 2 BUDGET
MAJOR TRANSPORTATION PROJECTS	\$ 22,965,000
Jodeco Road Widening - Hudson Bridge Road to I-75; Shared with District 4 & District 5 (Design)	\$ 225,000
Jonesboro Road Widening - N. Mt. Carmel Road to County Line; Shared with District 5 (Design)	\$ 1,085,000
Fairview Road Widening - Home Depot to Hearn (Construction)	\$ 18,955,000
East Atlanta Road Widening - Rex Road to Fairview Road (Design)	\$ 2,700,000
INTERSECTION & SIGNALIZATION	\$ 7,275,000
Flippen Road at McCullough Road; Shared with District 5	\$ 1,455,000
East Atlanta Road @ Rex Road	\$ 5,820,000
SIDEWALKS	\$ 1,000,000
District 2 Sidewalks	\$ 1,000,000
RESURFACING/SURFACE TREATMENT & WIDENING	\$ 12,033,840
District 2 Resurfacing	\$ 8,166,150
East Atlanta Road - North Henry Blvd. to Fairview Road; Shared with City of Stockbridge	\$ 2,040,000
Hudson Bridge Road - I75 Bridge to Jodeco Road; Shared with D4, City of Stockbridge	\$ 236,170
Flippen Road - N. Henry Blvd. to End; Shared with D4, D5, City of Stockbridge	\$ 1,591,520
DISTRICT 2 TOTAL:	\$ 43,273,840

EXHIBIT "A"

HENRY COUNTY PROJECTS

PROJECT DESCRIPTION	DISTRICT 3 BUDGET
MAJOR TRANSPORTATION PROJECTS	\$ 28,380,500
SR81 Widening - Phase II, Bethany to Keys Ferry; Shared with District 1 (Design & ROW) (D1 = 50%; D3 = 50%)	\$ 2,000,000
East Lake Road Widening - SR 155 to Airline Road (Design)	\$ 2,500,000
Airline Road Extension - Airline to SR 81 (ROW & Construction)	\$ 9,710,000
Snapping Shoals Road - N. Ola to River Road (ROW & Construction)	\$ 11,170,500
Keys Ferry Extension - SR81 to North Ola Road	\$ 3,000,000
INTERSECTION & SIGNALIZATION	\$ 5,855,000
Airline Road @ McGarity Road (Construction)	\$ 4,400,000
Racetrack Road @ Travis Drive; Shared with District 5 & City of McDonough (D3 = 25%; D5 = 25%; City of McDonough = 50%)	\$ 1,455,000
RESURFACING/SURFACE TREATMENT & WIDENING	\$ 9,038,340
District 3 Resurfacing	\$ 9,038,340
DISTRICT 3 TOTAL:	\$ 43,273,840

EXHIBIT "A"

HENRY COUNTY PROJECTS

PROJECT DESCRIPTION	DISTRICT 4 BUDGET
MAJOR TRANSPORTATION PROJECTS	\$ 23,980,000
Jodeco Road Widening - Hudson Bridge Road to I-75; Shared with District 2 & District 5 (Design)	\$ 400,000
Willow Lane Widening - Bridges to Jonesboro Road	\$ 12,050,000
Oak Grove Road Widening - Jonesboro Road to Jodeco Road (Design & ROW)	\$ 6,000,000
Patrick Henry Parkway - Jodeco Road to Eagles Landing Pkwy; Shared with City of Stockbridge (Design)	\$ 1,770,000
Jonesboro Road Widening - I-75 to McDonough Parkway; Shared with City of McDonough (Design)	\$ 3,010,000
Bridges Road - Mt. Carmel Road to Willow Lane (Design)	\$ 750,000
BRIDGE IMPROVEMENTS	\$ 8,335,000
Dailey Mill Road over Walnut Creek	\$ 8,335,000
RESURFACING/SURFACE TREATMENT & WIDENING	\$ 10,958,840
District 4 Resurfacing	\$ 3,907,340
Eagles Landing Parkway - I75 Bridge to Hwy. 42; Shared with City of Stockbridge	\$ 2,598,750
Hudson Bridge Road - I75 Bridge to Jodeco Road; Shared with D2, City of Stockbridge	\$ 1,963,830
Flippen Road - N. Henry Blvd. to End; Shared with D2, D5, City of Stockbridge	\$ 493,920
East Lake Pkwy. - SR42 to Springdale; Shared with City of Stockbridge	\$ 1,995,000
DISTRICT 4 TOTAL:	\$ 43,273,840

EXHIBIT "A"

HENRY COUNTY PROJECTS

PROJECT DESCRIPTION	DISTRICT 5 BUDGET
MAJOR TRANSPORTATION PROJECTS	\$ 4,820,360
Jodeco Road Widening - Hudson Bridge Road to I-75; Shared with District 2 and District 4 (Design)	\$ 1,875,000
Jonesboro Road Widening - N. Mt. Carmel Road to County Line; Shared with District 2 (Design)	\$ 2,415,000
SR42 Widening - Bill Gardner to SR155; Shared with District 1 and City of Locust Grove; GDOT Grant Match (Design)	\$ 290,360
McDonough Parkway Widening - Storage Units to Jonesboro Road; Joint with City of McDonough (Design)	\$ 240,000
INTERSECTION & SIGNALIZATION	\$ 21,390,000
Flippen Road @ McCullough Road; Shared with District 2	\$ 4,365,000
Mt. Carmel @ N. Mt. Carmel	\$ 5,820,000
Chambers Road @ McCullough Road (Design)	\$ 500,000
Mt. Olive @ Chambers Road (Design)	\$ 500,000
McDonough Parkway @ Bridges Road; Shared with City of McDonough	\$ 3,500,000
*Henry Parkway @ Henry Parkway Connector; Shared with City of McDonough	\$ 2,500,000
*Industrial Blvd. @ Henry Parkway; Shared with City of McDonough	\$ 2,750,000
Racetrack Road @ Travis Drive; Shared with District 3 & City of McDonough	\$ 1,455,000
SIDEWALKS/TRAILS	\$ 2,150,000
District 5 Sidewalks	\$ 2,000,000
Camp Creek Greenway Path - Henry Pkwy. to McDonough Square; Shared with City of McDonough (Design)	\$ 150,000
RESURFACING/SURFACE TREATMENT & WIDENING	\$ 14,913,480
District 5 Resurfacing	\$ 14,254,920
Flippen Road - N. Henry Blvd. to End; Shared with D2, D4, City of Stockbridge	\$ 658,560
DISTRICT 5 TOTAL:	\$ 43,273,840

*If both projects are not shared with the City of McDonough, Industrial Blvd. @ Henry Pkwy. will be 100% City of McDonough and Henry Pkwy. @ Henry Pkwy. Connector will be 100% County.

EXHIBIT "B"

CITY OF STOCKBRIDGE

If the 2024 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 DESCRIPTION	ESTIMATED COST
MAJOR TRANSPORTATION	\$1,230,000
Patrick Henry Parkway - Jodeco Road to Eagles Landing Pkwy; Shared with City of Stockbridge (Design)	\$1,230,000
RESURFACING	\$11,770,000
East Atlanta Road - North Henry Blvd. to Fairview Road; Shared with City of Stockbridge	\$960,000
Eagles Landing Parkway - I75 Bridge to Hwy. 42; Shared with City of Stockbridge	\$4,826,250
Hudson Bridge Road - I75 Bridge to Jodeco Road; Shared with City of Stockbridge	\$957,000
Flippen Road - North Henry Blvd. to End; Shared with City of Stockbridge	\$2,156,000
East Lake Pkwy. - SR42 to Springdale; Shared with City of Stockbridge	\$1,505,000
Road Resurfacing and Sidewalks	\$1,365,750
MUNICIPAL BUILDING PROJECTS	\$22,514,673
INFRASTRUCTURE PROJECTS	\$13,700,000

PARKS IMPROVEMENTS	\$6,124,417
VEHICLES AND EQUIPMENT	\$2,500,000
Total	\$ 57,839,090

EXHIBIT "C"

CITY OF MCDONOUGH

If the 2024 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 DESCRIPTION	ESTIMATED COST
COMMUNITY DEVELOPMENT FACILITIES	\$6,950,000
PARKS AND RECREATION	\$5,250,000
PUBLIC SAFETY FACILITIES AND EQUIPMENT	\$11,600,000
PUBLIC WORKS FACILITIES AND EQUIPMENT	\$7,250,802
ROADS, BRIDGES, SIDEWALKS, TRANSPORTATION FACILITIES, INTERSECTION & SIGNALIZATION	\$26,944,000
McDonough Parkway Widening - Storage Units to Jonesboro Road; Shared with City of McDonough (Design)	\$760,000
Jonesboro Road Widening - I-75 to McDonough Parkway; Shared with City of McDonough (Design)	\$490,000
McDonough Parkway @ Bridges Road; Shared with City of McDonough	\$3,500,000
*Henry Parkway @ Henry Parkway Connector; Shared with City of McDonough	\$2,500,000
*Industrial Blvd. @ Henry Parkway; Shared with City of McDonough	\$2,750,000

Racetrack Road @ Travis Drive; Shared with City of McDonough	\$2,910,000
Camp Creek Greenway Path - Henry Pkwy. to McDonough Square; Shared with City of McDonough (DESIGN GRANT	\$350,000
Roads, Bridges, Sidewalks, Transportation Facilities, Intersection & Signalization	\$13,684,000
Total	\$57,994,802

EXHIBIT "D"

CITY OF LOCUST GROVE

If the 2024 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 DESCRIPTION	ESTIMATED COST
MAJOR TRANSPORTATION PROJECTS	\$14,836,000
SR42 Widening - Bill Gardner to SR155; Shared with City of Locust Grove; GDOT Grant Match (Design)	\$663,000
BILL GARDNER PROJECTS - Improvements along Bill Gardner Parkway, including but not limited to: preliminary design and engineering for additional turn lanes and reconfiguration of Tanger/Market Place at BGP, installation of access controls and circulation improvements, acquisition of rights-of-way, along with additional work along Bill Gardner between SR 42 and Lester Mill Road.	4,623,000
CONGESTION RELIEF PROJECTS - Improvements to city streets and state routes, including design and acquisition of right-of-way and construction: intersections, new roadway segments and additional lanes where needed, including but not limited to: Colvin Drive Connector, intersection at Tanger and Indian Creek Road, Leguin Mill and Peeksville (shared with County), and Davis Road at Hwy 42)	\$8,350,000

DOWNTOWN LINKAGE PROJECTS - Improvements (design, acquisition of right-of-way, and construction) to increase the linkage of vehicular and pedestrian connections to and within Downtown Locust Grove, including but not limited to: linkage to commercial, parks, institutional, and residential areas.	\$1,200,000
INTERSECTION & SIGNALIZATION	\$1,125,000
Peeksville Road @ LeGuin Mill Road; Turn Lanes Only; Shared with City of Locust Grove	\$1,125,000
PUBLIC FACILITIES/VEHICLES	\$1,100,000
CITY HALL MASTER PLAN , PHASE III - Installation of additional parking across from Public Safety and behind City Hall. Work on additions to Master Plan.	\$800,000
VEHICLE FLEET REPLACEMENT - Purchase of vehicles for Public Safety and Public Works for replacement and upgrades of aging fleet.	\$300,000
PARKS AND RECREATION FACILITIES	\$799,986
PARKS IMPROVEMENTS - Construct improvements to existing parks or construct new	\$500,000
TRAIL MASTER PLAN - Begin design work on quick links to the City's Trail Master Plan for high-	\$299,986
Total	\$17,860,986

EXHIBIT "E"

CITY OF HAMPTON

If the 2024 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 DESCRIPTION	ESTIMATED COST
PUBLIC SAFETY EQUIPMENT	\$1,000,000
PARKS AND RECREATION FACILITIES	\$8,000,000
STORMWATER/SEWER PROJECTS	\$1,705,122
MUNICIPAL BUILDING	\$6,000,000
Total	\$16,705,122