

A G R E E M E N T

THIS AGREEMENT is made and entered into on this 16th day of November, 2022, and is by and among:

LAMAR COUNTY, GEORGIA,

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

**CITY OF BARNESVILLE, CITY OF MILNER, and the
TOWN OF ALDORA**

by and through the Mayor and Council of each municipality, each being an incorporated municipality within the State of Georgia and each being located entirely within the geographical boundaries of Lamar County (hereinafter collectively referred to as the “**Municipalities**” or “**each Municipality**”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Georgia, existing and operating under the laws and Constitution of the State of Georgia with full authority and responsibility to: regulate and control the roads, streets and bridges, establish recreation systems, provide for the construction of judicial and administration buildings, and provide for protection of its citizens through emergency services programs within the unincorporated areas of the County; and

WHEREAS, the County desires that all the citizens of Lamar County, whether they live in the incorporated or unincorporated areas of the County, be provided services to improve the standard of living and to assure to each of its citizens a high quality of life; and

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

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

WHEREAS, pursuant to Article IX, Section III, Paragraph 1 of the Constitution of Georgia of 1983, the County and the Municipalities are authorized to contract with one another for a period not exceeding 50 years or for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

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

WHEREAS, in order to improve the services provided for their respective citizens, the County and the Municipalities deem it appropriate to enter into an agreement to undertake various capital outlay projects, determined by the governing authority of each Municipality and the County to be most needed within their respective areas of control, to continue the high standards for services offered and the quality of life enjoyed by the citizens within the County and the

Municipalities; and

WHEREAS, the County and the Municipalities desire to form an agreement among themselves pursuant to Article IX, Section III, Paragraph 1 of the Constitution of Georgia of 1983, wherein each Municipality will act on behalf of the County to determine the most needed projects within their incorporated areas of the County and to commission and complete (to the extent that funds are made available) the proposed projects within their respective municipal areas, for and in consideration of which the County will pay to each Municipality, from the Special Purpose Local Option Sales Tax contemplated hereby, an amount to be determined as hereinafter set forth; and

WHEREAS, the County does desire to fund the various capital improvement projects within the unincorporated and incorporated sections of the County through the implementation of a one cent (\$.01) Special Purpose Local Option Sales Tax as permitted by Georgia law as set out in O.C.G.A. §48-8-110 *et seq.*; and

WHEREAS, O.C.G.A. § 48-8-111(a)(2) allows for collection of SPLOST for a maximum of six (6) years where the Sponsoring Local Government Entities enter into an Intergovernmental Agreement, the County and Municipalities elect to levy the aforementioned SPLOST for the full six (6) year term; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 16th day of November, 2022, in conformance with the requirements of O.C.G.A. § 48-8-111; and

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

WHEREAS, each party acknowledges that the completion of each project of the Sponsoring Local Government Entity is important to the overall goal of improving the services

provided to the citizens of Lamar County, Georgia;

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

1.

RECITALS

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

2.

TERM

The term of this Agreement shall commence upon the last date that this Agreement has been executed and delivered by each of the parties and shall terminate upon the expenditure by the County, whether said expenditure is on behalf of the County or the above-named Municipalities, of the last dollar of money collected of the Special Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax, or upon the completion of all projects referenced in Exhibits “A” through “D” hereto attached, whichever comes later. Notwithstanding the foregoing, this Agreement shall not take effect until the conditions precedent set forth in Paragraph 7 of this Agreement shall have been satisfied.

3.

DEFINITIONS

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

a. **Sales Tax Fund** - The fund to be established pursuant to the terms of this Agreement for the purpose of financing the projects described in Exhibits “A” through “D” to this Agreement. All monies obtained from the imposition of a Special Purpose Local Option Sales Tax, as described in this Agreement, shall be deposited in said fund, and the funds to be received by each Municipality in accordance with Paragraph 17 hereof shall be transferred from such fund to the respective Municipalities as set forth in Paragraph 17 hereof.

b. **Special Purpose Local Option Sales Tax** - A one cent (\$.01) sales tax to be imposed pursuant to the provisions of O.C.G.A. § 48-8-110 *et seq.* for the purpose of funding the projects described in Exhibits “A” through “D” attached hereto.

c. **Sponsoring Local Government Entity** - Each of the parties to this Agreement shall serve as a Sponsoring Local Government Entity for one or more of the projects as described in Exhibits “A” through “D” attached hereto, which together comprise and shall be known as the “2024 Lamar County Capital Improvements Projects.” The projects which the County and each Municipality shall sponsor are set forth in Paragraph 4 below.

4.

PROJECTS

The County and each Municipality shall undertake and make a bona fide effort to complete within the term of the Agreement the following capital project or projects designed to improve the services offered to the residents of Lamar County and to each Municipality:

(a) The County shall undertake and complete the capital improvement projects throughout those unincorporated areas of Lamar County as shown in Exhibit “A” which is attached hereto and incorporated herein by reference thereto.

(b) The City of Barnesville shall undertake and complete the capital improvement projects throughout those incorporated areas of the City of Barnesville, Lamar County, Georgia, and throughout any other areas in which any portion of the capital improvement projects operated by the City of Barnesville are located, all as shown in Exhibit “B” which is attached hereto and incorporated herein by reference thereto.

(c) The City of Milner shall undertake and complete the capital improvement projects throughout those incorporated areas of the City of Milner, Lamar County, Georgia, as shown in Exhibit “C” which is attached hereto and incorporated herein by reference thereto.

(d) The Town of Aldora shall undertake and complete the capital improvement projects throughout those incorporated areas of the Town of Aldora, Lamar County, Georgia as shown in Exhibit “D” which is attached hereto and incorporated herein by reference thereto.

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

If any area presently comprising a portion of the corporate limits of a respective

municipality lying within Lamar County should change, due to annexation or de-annexation of any area, said affected Municipality and the County covenant that they will continue and complete the proposed projects that fall within the annexed or de-annexed areas.

Each party acknowledges that the completion of each project of the Sponsoring Local Government Entity is important to the overall goal of improving the services provided to the citizens of Lamar County, Georgia.

Each party further acknowledges that its participation in and adherence to the terms of this Agreement are crucial to the completion of the 2024 Lamar County Capital Improvement Projects.

5.

CONSTRUCTION OF PROJECTS

The Sponsoring Local Government Entities shall promptly move forward with the acquisition, construction and installation of the projects in an efficient and economical manner, at a reasonable cost, substantially in accordance with the plans and specifications approved by the applicable governing body of the entity that has jurisdiction over the same and in conformity with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction of the same.

The Sponsoring Local Government Entity may, at its discretion, require as a condition precedent to the letting of any contract for the acquisition, construction, or installation of any project, the contractor or the other party to post and give payment and a performance bond, such bond to be the usual and customary bond of a reliable insurance or casualty company authorized to do business in the State of Georgia guaranteeing to the parties hereto that the particular contract of such contractor or other party will be performed as set forth therein and indemnifying the parties against any loss or damage by virtue of the failure by such contractor or other party so to perform.

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

6.

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

7.

CONDITIONS PRECEDENT

(a) The execution of this Agreement by each of the parties hereto as authorized by each party's governing body.

(b) The adoption of a resolution providing for the Special Purpose Local Option Sales Tax in accordance with the provisions of O.C.G.A. § 48-8-111.

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

(d) Obtaining all necessary approvals from any and all state or federal agencies; provided, however, that with respect to the failure by the County or any Municipality to obtain a governmental or regulatory approval for a specific project, such failure shall not in and of itself constitute a failure to satisfy a condition precedent to the effectiveness of this Agreement, and in such case the funds committed to such project may be applied to another authorized project in accordance with Paragraph 4 of this Agreement.

8.

FUNDING OF PROJECT

In order to fund the capital outlay projects in Exhibits “A” through “D”, the County shall, subject to referendum approval and the other requirements of O.C.G.A. § 48-8-110, *et seq.*, impose a one cent (\$.01) Special Purpose Local Option Sales Tax for a period of no more than six (6) years for the projects. The County hereby undertakes to adopt a resolution on the earliest practical date following the execution and delivery of this Agreement by the parties hereto calling for a referendum election to be held throughout the County on March 21, 2022, authorizing the imposition of the Special Purpose Local Option Sales Tax.

9.

SALES TAX FUND

Upon effective imposition of the Special Purpose Local Option Sales Tax, a special trust

fund shall be created and designated as the 2024 Lamar County Capital Projects Fund (hereinafter referred to as the “Sales Tax Fund”). Lamar County shall be responsible for selecting a local bank or banks which shall act as depository and custodian of the fund upon such terms and conditions as may be acceptable to the County.

The monies received by the County through the imposition of the Special Purpose Local Option Sales Tax shall be immediately deposited in the Sales Tax Fund. The monies in the Sales Tax Fund shall be held and applied to the cost of acquiring, constructing, and installing the projects listed on Exhibits “A” through “D” and the applicable amount, computed in accordance with Paragraph 17 hereof, shall be transferred from the Sales Tax Fund to each Municipality in the percentage amount shown in Paragraph 17 within the time set forth therein until the projects have been paid in full.

The County shall be responsible for administering the fund in a manner designed to effectuate the terms of this Agreement. The County agrees that it will not cause or permit to be withdrawn from the Sales Tax Fund any monies except in accordance with the provisions hereinafter provided; but with respect to the expenditure of monies in the Sales Tax Funds by the Municipalities, the County shall not have the responsibility to independently verify that such expenditures by the Municipalities comply with Paragraph 11 of this Agreement or the requirements of O.C.G.A. § 48-8-110 *et seq.* No funds other than those received from the Special Purpose Local Option Sales Tax and any interest issued on such monies shall be placed in the Sales Tax Fund.

10.

CUSTODIAN OF SALES TAX FUNDS

All monies and investments held in the Sales Tax Fund shall constitute trust funds and shall

be applied only in accordance with the terms hereof and for the purposes set forth herein and shall not be subject to a lien or attachment by any creditors of the County or of any of the Municipalities. Such monies shall be invested at the direction of the appropriate fiscal officers of the County in accordance with this Paragraph 10 pending their distribution as provided in Paragraph 17(a). All earnings on such investments shall be distributed to the County and the Municipalities as provided in Paragraph 17(a).

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

11.

AUTHORIZED FUND DISBURSEMENTS

Withdrawals from the Sales Tax Fund may be made for the purpose of paying the cost of acquiring, constructing, or installing the projects and the expenses incident thereto. Without intending to limit or restrict or to extend any proper definition of such cost and expenses as now provided by law, said costs shall include, but not be limited to, the following:

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

(b) The fees and expenses of architects and engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervising acquisition, construction and installation of the projects, as well as for the performance of all other duties of

such architects and engineers in relation to the projects;

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

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

(e) The cost of acquiring by purchase any lands, machinery and equipment and any easements, rights, or damages incident to or arising as a consequence of the acquisition, construction and installation of the projects;

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

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

12.

ACCOUNTING

The County and each Municipality, in conjunction with representatives of the custodian of the Sales Tax Fund, shall keep a detailed accounting of all funds received and disbursed by each entity.

13.

AUDITS

During the period of this Agreement, all funds deposited in the Sales Tax Fund shall be audited by an independent certified public accounting firm at such time or times as the official

audit of all the County funds is made. Each of the parties hereto agrees to cooperate with such independent certified public accounting firm in any such audit by providing any and all necessary information. Each Municipality shall provide the County annually with an audit of the use by such Municipality of its portion of the Special Purpose Local Option Sales Tax Proceeds, such audit to be in conformity with the requirements set forth in O.C.G.A. § 48-8-121(a)(2).

14.

CERTIFICATE OF COMPLETION

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

15.

BREACH OF CONTRACT

In the event that any party to this Agreement contends that any other party has breached the terms of this Agreement, written notice of the breach shall be forwarded to each party to this Agreement by certified mail. If the stated breach is not remedied within thirty (30) days of the receipt of said notice, the right of the offending party to receive additional funds under this Agreement shall be suspended until the breach has been cured or the issues have been resolved as set forth in Paragraph 16 hereof. While the issue of the dispute over the breach of the contract is being resolved, said funds shall be held by the County in an interest bearing account. If it is determined that the party has not breached the contract, then all funds held in said account together with all interest earned thereon, shall be delivered over to said party within five business days after the issue has been resolved by mediation. If it is determined that the party has breached the

contract, only those funds that are directly related to the breach shall be affected by the ruling of the arbitrator. All other projects that are not affected by the breach will remain in full force and effect.

16.

MEDIATION

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

17.

**APPORTIONMENT OF SALES TAX FUNDS TO PROJECTS AND
DISTRIBUTION OF FUNDS**

All Special Purpose Local Option Sales Tax funds received by the County from the imposition of the Special Purpose Local Option Sales Tax shall be apportioned by the County for the payment of construction costs of the various projects composing the 2024 Lamar County Capital Improvements Project in the following manner:

(a) The projects for the Town of Aldora detailed in Exhibit “D” shall be funded in full from the first funds received by the County from the imposition of the Special Purpose Local Option Sales Tax before any other projects are funded.

(b) The projects for the City of Milner detailed in Exhibit “C” shall be next funded in full from any remaining funds first received and subsequent funds received thereafter by the County from the imposition of the Special Purpose Local Option Sales Tax before any other projects are funded.

(c) All remaining Special Purpose Local Option Sales Tax funds received by the County,

upon the completion of the funding of the projects as described in subsections (a) and (b) above, shall be used to fund in full the projects for Lamar County and the City of Barnesville detailed in Exhibits “A” and “B” respectively. Said funds shall be distributed to Lamar County and the City of Barnesville in the percentages set forth opposite their respective name until the total funds due the County from the imposition of the Special Purpose Local Option Sales Tax have been paid in full:

Lamar County - 60%
City of Barnesville - 40%

(d) Any funds paid to the County from the imposition of the Special Purpose Local Option Sales Tax in excess of \$14,400,000 shall be distributed to the respective parties as follows:

Lamar County - 57%
City of Barnesville - 38%
City of Milner - 4%
Town of Aldora - 1%

(e) Said funds shall be distributed to each Municipality by the County within five business days of receipt of the funds. Any interest earned by the County on the Municipalities’ portion of said funds as described in this Paragraph 17 shall be distributed to the respective Municipalities based upon the provisions of this Paragraph 17.

18.

NOTICES

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

(a) Lamar County - Chairman, Lamar County Board of Commissioners
Lamar County Courthouse
408 Thomaston Street

Barnesville, Georgia 30204

- (b) City of Barnesville- Mayor, City of Barnesville
City Hall
109 Forsyth Street
Barnesville, Georgia 30204
- (c) City of Milner- Mayor, City of Milner
City Hall
P.O. Box 99
Milner, Georgia 30257
- (d) Town of Aldora- Mayor, Town of Aldora
P.O. Drawer 158
Barnesville, Georgia 30204

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

19.

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

20.

This contract is made in accordance with and pursuant to Article IX, Section III, Paragraph 1 of the Constitution of Georgia of 1983.

SO AGREED, this _____ day of November, 2022.

LAMAR COUNTY, GEORGIA

By: _____
Charles Glass, Chairman, Lamar County Board
of Commissioners

(SEAL)

Attest:

Carlette Davidson, County Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of November, 2022.

CITY OF BARNESVILLE

By: _____
Peter Banks, Mayor

(SEAL)

Attest:

City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of November, 2022.

CITY OF MILNER

By: _____
Kathy Buffington, Mayor

(SEAL)

Attest:

Lacey Merritt, City Clerk

SIGNATURES CONTINUED ON NEXT PAGE

SO AGREED, this _____ day of November, 2022.

TOWN OF ALDORA

By: _____
James R. Matthews, Chairman

(SEAL)

Attest:

City Clerk

EXHIBIT “A”

LAMAR COUNTY

The Lamar County projects include:

Capital outlay projects for the use and benefit of the citizens of Lamar County at an estimated cost \$8,208,000 consisting of:

- (A) Acquisition of law enforcement vehicles and other public vehicles; and
- (B) Construction of improvements to enhance public fire protection; and
- (C) Public park improvements, acquisition, additions and related equipment;
and
- (D) Renovation of public facilities and acquisition of related equipment.
- (E) Acquisition of public works equipment; and
- (F) Paving, resurfacing and construction of roads, streets and bridges.

EXHIBIT “B”

CITY OF BARNESVILLE

The City of Barnesville projects include:

Capital outlay projects for the City at an estimated cost of \$5,472,000 consisting of:

- (A) Improvements to Water and Sewer System; and
- (B) Equipment; and
- (C) Construction and Renovation of Public Facilities; and
- (D) Paving, Resurfacing and Construction of Roads.

EXHIBIT “C”

CITY OF MILNER

The City of Milner projects include:

Capital outlay projects for the City of an estimated cost of \$576,000 consisting of:

- (A) Improvements to police facilities and the acquisition of related equipment.
- (B) Improvements to water and sewer system; and
- (C) Public park improvements, acquisition, additions and related equipment; and
- (D) Renovation of city hall and the police station; and
- (E) Acquisition of public works related equipment; and
- (F) Paving, resurfacing and construction of road, streets, and sidewalks.

EXHIBIT “D”

TOWN OF ALDORA

The Town of Aldora projects include:

Capital outlay projects for the Town at an estimated cost of \$144,000 consisting of:

- (A) Improvements to water and sewer system; and
- (B) Landscaping of Town rights of way and property; and
- (C) Renovations to public projects and purchase of related equipment and property
- (D) Paving, resurfacing and construction of roads, streets, and sidewalks.