

**INTERGOVERNMENTAL AGREEMENT BETWEEN WALTON COUNTY, GEORGIA
AND THE CITIES OF MONROE, LOGANVILLE, SOCIAL CIRCLE,
WALNUT GROVE, GOOD HOPE, JERSEY, AND BETWEEN, GEORGIA FOR
THE WALTON COUNTY 2022 TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES TAX**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is entered into, effective as of this 2nd day of August, 2022, by and between WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”) and the cities of MONROE, LOGANVILLE, SOCIAL CIRCLE, WALNUT GROVE, GOOD HOPE, JERSEY and BETWEEN, municipalities of the State of Georgia located in the County (hereinafter individually referred to as the “City” and collectively referred to as the “Cities”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes the entry of intergovernmental agreements by counties and municipalities for the provision of services, activities, and facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (hereinafter the “Act”), authorizes the levy of a one percent Transportation Special Purpose Local Option Sales Tax (hereinafter “TSPLOST”) within the special district which is coterminous with the boundaries of the County (hereinafter “Special District”) upon the approval of the voters therein;

WHEREAS, the Cities constitute all of the qualified municipalities located within the Special District;

WHEREAS, the County is not located within a special district levying a special sales and use tax pursuant to Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not located in a region of the State wherein a referendum on a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia has been proposed, as defined by O.C.G.A. 48-8-262(a)(1);

WHEREAS, a tax is currently being levied and collected in the County pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not a Metropolitan County Special District as defined in and governed by Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County and the Cities desire for the County to submit to the voters thereof on November 8, 2022 the question of whether to impose a one percent TSPLOST in the Special District beginning on April 1, 2023 (hereinafter the “2022 TSPLOST”);

WHEREAS, the Act authorizes the County and Cities to enter into an intergovernmental agreement in order, among other things, to memorialize their agreement to the imposition of the

2022 TSPLOST and the rate of said tax, to establish the distribution of the proceeds of the 2022 TSPLOST, and to establish the transportation purposes and projects that will be funded with said proceeds;

WHEREAS, on May 17, 2022, the County and Cities met to discuss the imposition of the 2022 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. § 48-8-262(a)(2);

WHEREAS, said meeting between the County and Cities was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, the County and Cities desire to enter into this Agreement for the imposition of the 2022 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom;

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

SECTION 1
REPRESENTATIONS OF THE CITIES

Each of the Cities hereby represents that:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Agreement, or seeking to restrain or enjoin the City from entering into this Agreement or acquiring, constructing or installing any of the transportation purposes or projects of the City sought to be financed from the proceeds of the 2022 TSPLOST.

SECTION 2
REPRESENTATIONS OF THE COUNTY

The County hereby represents that:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Agreement, or seeking to restrain or enjoin the County from entering into this Agreement, imposing the 2022 TSPLOST or acquiring, constructing or installing any of the transportation purposes or projects of the County sought to be financed from the proceeds of the 2022 TSPLOST.

SECTION 3
EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the date that it is last signed by a party hereto and shall terminate upon the earlier of:

- (a) The failure of the referendum election described in this Agreement;
- (b) The expenditure of the last dollar of money collected from the 2022 TSPLOST after its expiration; or
- (c) The passage of fifty (50) years from the date of the commencement of this Agreement.

SECTION 4
REFERENDUM ELECTION FOR IMPOSITION OF TSPLOST

4.1 The County agrees that it will take all actions necessary to cause to be called a referendum election, to be held in all the voting precincts in the County, on the 8th day of November, 2022 for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the Special District, as authorized by the Act, for five years to raise

approximately \$80,000,000.00 for transportation purposes. The distribution of the proceeds from said 2022 TSPLOST, the transportation purposes and projects for which said funds are to be expended, and the estimated amount of the 2022 TSPLOST to be allocated to each such transportation purpose and project are set forth on Schedule A to this Agreement.

4.2 The County and the Cities agree to the imposition of said 2022 TSPLOST, the holding of said referendum election, and the distribution and uses of the proceeds of the 2022 TSPLOST set forth herein.

SECTION 5 **CONDITIONS PRECEDENT**

The obligations of all parties under this Agreement are conditioned upon the following events:

- (a) The adoption of a resolution by the Board of Commissioners of Walton County authorizing the imposition of the 2022 TSPLOST and directing the Walton County Board of Elections and Registration to call the referendum election described herein.
- (b) The calling by the Walton County Board of Elections and Registration of the referendum election described herein.
- (c) The approval of the imposition of the 2022 TSPLOST by a majority of the voters in the County voting in the referendum election.

SECTION 6 **PROCEEDS AND TERM**

6.1 Upon the approval of the Walton County voters, the 2022 TSPLOST tax referenced herein will be collected beginning on April 1, 2023 and terminating on March 31, 2028.

6.2 The proceeds from the 2022 TSPLOST shall be used by the County and Cities exclusively for the transportation purposes specified in the resolution of the County calling for the imposition of the 2022 TSPLOST, except as otherwise provided by law.

6.3 A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2022 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on Schedule A hereto.

6.4 The list of transportation purposes and projects set forth in Schedule A hereto reflects the expenditure of at least 30 percent of the estimated revenue from the 2022 TSPLOST on projects consistent with the State-wide Strategic Transportation Plan, as referenced in O.C.G.A. § 32-2-22(a)(6).

6.5 The County shall create and maintain a separate bank account in which the County's proceeds of the 2022 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2022 TSPLOST received by the County shall be kept separate from all other funds of the County and shall not be commingled therewith. Each City shall create and maintain a separate bank account in which that City's share of the proceeds of the 2022 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2022 TSPLOST received by each City shall be kept separate from all other funds of such City and shall not be commingled therewith.

6.6 The County shall receive from the Georgia Department of Revenue (hereinafter "DOR") all proceeds of the 2022 TSPLOST, other than the amount paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1).

6.7 Upon the receipt by the County of the proceeds of the 2022 TSPLOST collected by the DOR, the County shall immediately deposit said proceeds in the County's separate bank account created pursuant to this Section. Within ten (10) business days after the County's receipt of said proceeds, the County shall disburse to the Cities their respective shares of said proceeds pursuant to Section 7 of this Agreement. Should any City cease to exist as a legal entity before all proceeds of the 2022 TSPLOST are distributed under this Agreement, that City's share of the proceeds subsequent to dissolution shall be paid to the County and shall become part of the County's share of the proceeds unless an act of the Georgia General Assembly makes the defunct City part of another successor city. If such an act is passed, the defunct City's share shall be paid to the successor city in addition to all other funds to which the successor city would otherwise be entitled.

6.8 The proceeds of the 2022 TSPLOST shall be maintained in separate accounts and utilized exclusively for the purposes specified for such funds.

6.9 The transportation purposes and projects included in this Agreement shall be funded from the proceeds of the 2022 TSPLOST, except as otherwise agreed in writing by the parties hereto.

SECTION 7
SCHEDULE OF DISBURSEMENTS

7.1 Within ten (10) days after the County's monthly receipt from the DOR of the proceeds of the 2022 TSPLOST, the County shall disburse said proceeds pursuant in the following percentages:

<u>Jurisdiction</u>	<u>Percentage</u>
Walton County	66.5460%
Monroe	14.7901%

Loganville	11.2337%
Social Circle	5.1452%
Walnut Grove	1.3675%
Good Hope	0.3507%
Jersey	0.1510%
Between	0.4158%

7.2 Said funds shall be disbursed in said percentages until the expiration or termination of the 2022 TSPLOST. The County and each of the Cities shall use their respective shares of the proceeds of the 2022 TSPLOST for the transportation purposes and projects identified for each on Schedule A hereto.

7.3 The general priority of the transportation purposes and projects for the County and each of the Cities is set forth on Schedule A hereto. It is anticipated that each jurisdiction will pursue its transportation purposes and projects in a manner generally consistent with said priorities, though each jurisdiction shall be permitted to pursue its transportation purposes and projects in the order it deems most advantageous to its citizens.

7.4 For each jurisdiction, a separate Intergovernmental Agreement between each City and the County will set forth the scope of work and material cost to the City and County for joint projects. Other road maintenance services that may be bid by the County, such as patching, striping, and shoulder maintenance, will be advertised by the County such that the Cities may use the contract costs for work within the City. These items would be fully funded by the City for City projects and administered by the City for City projects. The Georgia Department of Transportation operates and maintains all state road and federal highways. Any joint projects involving the Georgia Department of Transportation will be coordinated in the same manner as local projects.

SECTION 8
COUNTY AND CITIES NOT LIABLE FOR INSUFFICIENT PROCEEDS

8.1 Should the proceeds generated by the 2022 TSPLOST be insufficient to complete the transportation purposes and projects listed on Schedule A hereto, the County and Cities shall have no obligation to pay additional funds from sources other than the 2022 TSPLOST for the completion of any of the same.

8.2 The County and each of the Cities shall not be obligated to pursue such jurisdiction’s transportation purposes and projects set forth on Schedule A to the extent that such jurisdiction’s share of the proceeds from the 2022 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain of the transportation projects and purposes set forth on Schedule A for that jurisdiction, or to modify such

projects and purposes, beginning with those having the lowest priority, to the extent necessary to remedy such shortfall.

SECTION 9
RECORDKEEPING, AUDITS, AND REPORTS

9.1 The governing authorities of the County and the Cities shall each maintain a record of each and every purpose/project for which the proceeds of the 2022 TSPLOST are used. A schedule shall be included in the annual audit of the County and of each of the Cities setting forth that County or City's transportation purposes/projects to be funded by the proceeds of the 2022 TSPLOST and for each such transportation purpose/project shall set forth: the original estimated cost, the current estimated cost if different than the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditors for the County and for each City shall verify and test expenditures in a manner sufficient to assure that the schedule is fairly presented in relation to the financial statements. The auditors' reports on the financial statements of the County and each of the Cities shall include an opinion, or a disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

9.2 The governing authority of the County and of each of the Cities shall, by no later than December 31 of each year, publish in the *Walton Tribune* the report required by O.C.G.A. § 48-8-269.6.

SECTION 10
COMPLETION OF PROJECTS AND EXCESS FUNDS

10.1 The County and Cities acknowledge that the costs shown for each transportation purpose and project described on Schedule A are estimated amounts.

10.2 Within thirty (30) days after the transportation purposes and projects of any City have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other Authorized Signatory, setting forth the date on which the transportation purpose(s) or project(s) for that City as set forth on Schedule A hereof were completed and stating that all proceeds of the 2022 TSPLOST disbursed to such City have been applied to the transportation project(s) and purpose(s) of such City or otherwise applied in accordance with the Act.

10.3 If a transportation purpose or project of the County has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended County proceeds of the 2022 TSPLOST allocated to such purpose or project to any other County transportation project(s) or purpose(s) as listed in Schedule A. Any County proceeds of the 2022 TSPLOST in excess of the total actual costs of the County transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing County debt and, if such excess proceeds exceed the outstanding indebtedness of the County, then such excess proceeds shall be paid into the general fund of the County for the purpose of reducing ad valorem taxes.

10.4 If a transportation purpose or project of a City has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, that City may apply its remaining unexpended proceeds of the 2022 TSPLOST allocated to such purpose or project to any other transportation project(s) or purpose(s) of that City as listed in Schedule A. Any of that City's proceeds of the 2022 TSPLOST in excess of the total actual costs of that City's transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing that City's debt and, if such excess proceeds exceed the outstanding indebtedness of that City, then such excess proceeds shall be paid into the general fund of that City for the purpose of reducing ad valorem taxes.

SECTION 11
NO GENERAL OBLIGATION DEBT

No general obligation debt is to be issued in conjunction with the imposition of the 2022 TSPLOST.

SECTION 12
ENTIRE AGREEMENT

This Agreement, including Schedule A, constitutes all of the understandings and agreements existing between the County and Cities with respect to use of the proceeds from the 2022 TSPLOST. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the 2022 TSPLOST. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.

SECTION 13
GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 14
AUTHORITY

Each of the signatories below represents that he or she has the authority to execute this Agreement on behalf of the party for which he or she has signed it.

SECTION 15
SEVERABILITY

Should any provision of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force.

SECTION 16
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 document.

SECTION 17
NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given upon being sent by United States certified mail, return receipt requested, and postage prepaid, addressed as set forth below:

- (a) As to Walton County:
Walton County Board of Commissioners
Attention: Chairman
111 South Broad Street
Monroe, GA 30655

- (b) As to the City of Monroe:
City of Monroe
Attention: Mayor
215 North Broad Street
Monroe, GA 30655

- (c) As to the City of Loganville:
City of Loganville
Attention: Mayor
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052

- (d) As to the City of Social Circle:
City of Social Circle
Attention: Mayor
P.O. Box 310
166 North Cherokee Road
Social Circle, GA 30025

- (e) As to the City of Walnut Grove:
City of Walnut Grove
Attention: Mayor
2581 Leone Avenue
Loganville, GA 30052

- (f) As to the City of Good Hope:
City of Good Hope
Attention: Mayor
P.O. Box 10
169 Highway 83 South
Good Hope, GA 30641

- (g) As to the City of Jersey:
City of Jersey
Attention: Mayor
P.O. Box 218
Jersey, GA 30018

- (h) As to the City of Between:
City of Between
Attention: Mayor
1926 New Hope Church Road
P.O. Box 46
Monroe, GA 30655

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 2nd day of August, 2022.

WALTON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF MONROE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF LOGANVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR WALTON COUNTY 2022 TSPLOST]

CITY OF SOCIAL CIRCLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF WALNUT GROVE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF GOOD HOPE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR WALTON COUNTY 2022 TSPLOST]

CITY OF JERSEY

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF BETWEEN

By: _____
Mayor

(SEAL)

Attest:

Clerk

SCHEDULE A

Walton County Transportation Special Purpose Local Option Sales Tax (TSPLOST) Program

Total Projected Collections: \$80,000,000

June 2022

PRIORITY	JURISDICTION / PROJECT	PROJECT BUDGETS
	CITY OF BETWEEN	<i>0.4158%</i>
1	Transportation Improvements, Maintenance and Construction	\$332,640
	CITY OF BETWEEN TOTAL:	\$332,640
	CITY OF GOOD HOPE	<i>0.3507%</i>
1	Transportation Improvements, Maintenance and Construction	\$280,560
	CITY OF GOOD HOPE TOTAL:	\$280,560
	CITY OF JERSEY	<i>0.1510%</i>
1	Transportation Improvements, Maintenance and Construction	\$120,800
	CITY OF JERSEY TOTAL:	\$120,800
	CITY OF LOGANVILLE	<i>11.2337%</i>
1	Joint State and/or County Transportation Projects	\$4,000,000
2	Asphalt Resurfacing and Sidewalk Construction/Maintenance	\$3,500,000
3	General Transportation Improvements	\$1,486,960
	CITY OF LOGANVILLE TOTAL:	\$8,986,960
	CITY OF MONROE	<i>14.7901%</i>
1	Joint State and/or County Transportation Projects	\$3,000,000
2	Sidewalks, Pedestrian Facilities, Multi-Modal Paths and Streetscapes	\$3,000,000
3	Intersection Improvements and Traffic Calming Projects	\$2,200,000
4	Mayfield Drive Connector between SR 138 and SR 11	\$1,200,000
5	Asphalt Patching, Resurfacing and Striping Program	\$1,200,000
6	Transportation and Drainage Improvements	\$612,080
7	Cy Nunnally Memorial Airport - D73 Capital Improvements	\$620,000
	CITY OF MONROE TOTAL:	\$11,832,080
	CITY OF SOCIAL CIRCLE	<i>5.1452%</i>
1	General Roadway Improvements	\$2,366,160
2	Misc. Sidewalk and Drainage Improvements	\$1,000,000
3	Asphalt Patching, Resurfacing and Striping Program	\$750,000
	CITY OF SOCIAL CIRCLE TOTAL:	\$4,116,160
	CITY OF WALNUT GROVE	<i>1.3675%</i>
1	Misc. Transportation Improvements, Maintenance and Construction	\$1,094,000
	CITY OF WALNUT GROVE TOTAL:	\$1,094,000

	WALTON COUNTY	<i>66.5460%</i>
1	SR 138 @ HD Atha Road Intersection Improvements	\$2,100,000
2	SR 138 @ Youth-Jersey Road Intersection Improvements	\$2,300,000
3	US 78 @ Ho Hum Hollow Intersection Improvements	\$700,000
4	SR 81 Corridor Intersection Improvements	\$9,000,000
5	Pleasant Valley Road Widening (SR 83 to SR 11) - 6.5 Miles	\$3,200,000
6	Sardis Church Rd. @ Youth-Monroe Rd/HD Atha Rd Intersection Impr.	\$3,000,000
7	SR 11 @ Mountain Creek Church Road Intersection Realignment	\$1,950,000
8	Youth-Monroe Road Traffic Safety Improvements	\$3,200,000
9	Center Hill Church Road Traffic Safety Improvements	\$4,000,000
10	SR 81 @ Youth-Jersey Road Roundabout	\$2,300,000
11	5-Year Asphalt Patching, Resurfacing and Striping Program	\$9,500,000
12	Misc. Transportation Improvements, Maintenance and Construction	\$5,286,800
13	Utility Relocation Related to GaDOT Road Improvements	\$4,200,000
14	Walking Trails and Bike Trails	\$2,500,000
	WALTON COUNTY TOTAL:	\$53,236,800
	TOTAL TSPLOST PROGRAM FUNDING:	\$80,000,000
	Project State and Federal Matching Funds Leveraged:	\$100,000,000
	TOTAL ANTICIPATED WALTON COUNTY TRANSPORTATION INVESTMENT:	\$180,000,000