INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2023 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the day of,
20 by and between Fayette County, a political subdivision of the State of Georgia (the
"County"), and the Town of Brooks, the City of Fayetteville, the City of Peachtree City, and the
Town of Tyrone, municipal corporations of the State of Georgia (the "Municipalities", individually
and collectively) (the "Agreement").

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, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the ____ day of ______, 20___ in conformance with the requirements of 0.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities deem it to be in the best interests of the special district of Fayette County created by O.C.G.A. § 48-8-110 (a) (the "Special District") to improve Public Services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to impose a SPLOST, pursuant to the Act; and

WHEREAS, the Act allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more "qualified municipalities" (as defined in the Act) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act.

NOW, THEREFORE, for and 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 by the County and the Municipalities, 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:

- 1. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- 2. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
- 3. This Agreement is a valid, binding, and enforceable obligation of the County; and
- 4. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the ____ day of March, 2023 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 for a period of 24 quarters (six (6) years), commencing on the ____ day of _______, 2023, to raise an estimated \$210,033,000.00 to be used for funding the projects specified in Exhibit "A" attached hereto.
- 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:
 - 1. Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
 - 2. The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
 - 3. This Agreement is a valid, binding, and enforceable obligation of each Municipality;
 - 4. Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
 - 5. Each Municipality is located entirely or partially within the geographic boundaries of the Special District.
- C. It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. §48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. §48-8-110 et seq.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit "A" 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).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

Section 3 - Effective Date and Term of the Tax

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:

- A. The official declaration of the failure of the election described in this Agreement;
- B. The expenditure by the County and all of the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the term of the tax; or
- C. The completion of all projects described in Exhibit A.

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 2023 Fayette 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. The Town of Brooks shall create a special fund to be designated as the 2023 Brooks Special Purpose Local Option Sales Tax Fund.
- C. The City of Fayetteville shall create a special fund to be designated as the 2023 Fayetteville Special Purpose Local Option Sales Tax Fund.
- D. The City of Peachtree City shall create a special fund to be designated as the 2023 Peachtree City Special Purpose Local Option Sales Tax Fund.

- E. The Town of Tyrone shall create a special fund to be designated as the 2023 Tyrone Special Purpose Local Option Sales Tax Fund.
- F. 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.
- G. 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 revenue commissioner, 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. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall disburse within 10 business days the SPLOST proceeds due to each Municipality in the separate funds established by each Municipality in accordance with Section 5 of this Agreement, in the following percentages for the following purposes:

0.476%	shall be paid to the Town of Brooks to fund the capital outlay projects specified in Exhibit "A;"
15.904%	shall be paid to the City of Fayetteville to fund the capital outlay projects specified in Exhibit "A;"
32.086%	shall be paid to the City of Peachtree City to fund the capital outlay projects specified in Exhibit "A;" and
6.425%	shall be paid to the Town of Tyrone to fund the capital outlay projects specified in Exhibit "A."

C. 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 may otherwise be entitled.

Section 7 - Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit "A" which is attached hereto and made part of this Agreement.

Section 8 - Priority and Order of Project Funding

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit "A" of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

Section 9 - Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit "A" are estimated amounts.
- B. If a County project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit "A," the County may apply the remaining unexpended funds to any other County project in Exhibit "A."
- C. If a project of any Municipality has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit "A," the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit "A."
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds collected in any year in excess of the following:

Year 2023	\$32,227,000
Year 2024	\$33,290,000
Year 2025	\$34,389,000
Year 2026	\$35,524,000
Year 2027	\$36,696,000
Year 2028	\$37,907,000

shall be divided between the County and Municipalities proportionally, as indicated in Section 6, Paragraph B.

Section 10 - Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a project of any Municipality listed in Exhibit "A" 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 11 - 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 from each of the municipalities at the following percentages of the total costs of the election:

Town of Brooks 0.476% City of Fayetteville 15.904% City of Peachtree City 32.086% Town of Tyrone 6.425%

Section 12 - Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each fund of the Municipalities 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 13 - Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

For Favette County:

County Manager 140 Stonewall Avenue West Suite 100 Fayetteville, GA 30214

For the Town of Brooks:

Mayor, Town of Brooks 961 Highway 85 Connector PO Box 96 Brooks, Georgia 30205

For the City of Fayetteville:

City Manager City Hall 210 Stonewall Avenue West Fayetteville, Georgia 30214

For the City of Peachtree City:

City Manager 151 Willowbend Road Peachtree City, Georgia 30269

For the Town of Tyrone:

Town Manager 950 Senoia Road Tyrone, Georgia 30290

Section 14 - 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 SPLOST. 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 15 - 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 16 - 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 17 - 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 18 - Compliance with Law

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

Section 19 - 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 20 - 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 21 - 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.

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 and the Municipalities on the date indicated herein.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

(SEAL) ATTEST:	By: Lee Hearn, Chairman
Tameca P. Smith, County Clerk (SEAL) ATTEST:	TOWN OF BROOKS, GEORGIA By: Daniel C. Langford, Jr., Mayor
Lorey Spohr, Town Clerk (SEAL) ATTEST:	CITY OF FAYETTEVILLE, GEORGIA By: Edward Johnson, Mayor
Valerie Glass, City Clerk (SEAL) ATTEST:	CITY OF PEACHTREE CITY, GEORGIA By: Kim Learnard, Mayor
Yasmin Julio, City Clerk (SEAL) ATTEST: Dee Baker, Town Clerk	TOWN OF TYRONE, GEORGIA By: Eric Dial, Mayor

Exhibit "A"

The Projects shall consist of County Projects and City Projects. The County Projects, the City Projects, and their estimated costs are set forth below:

Fayette County Projects

Justice Center Renovation including 3 rd Floor Build	lout
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	Justice Center Final Buildout	\$1	14,500	0,000
Public	e Safety			
	Fire/EMS Training Center Phase II	\$	2,000	0,000
	Fire Quint Replacements – 2 Units	\$	3,250	0,000
	Fire/EMS Heavy Rescue Equipment	\$	1,900	0,000
	Fire/EMS Self-Contained Breathing Apparatus (SCBA) Replacement	\$	2,000	0,000
	EMS Ambulance Replacement – 3 Units	\$	900	0,000
	Backup 911 Center & Emergency Operations Center (EOC) (South Fayette)	\$	1,500	0,000
	Sheriff Watch Office Reconfiguration & System-Wide Camera Upgrade	\$	1,300	0,000
	Sheriff Tactical Driving Course & Mock Village	\$	2,500	0,000
Parks,	Recreation & Human Services			
	Parks & Recreational Multipurpose Facility	\$1	14,000	0,000
	Senior Services Enhancements – Transport Vehicles, Café & Meals on Wheel	s\$	1,250	0,000
	Starr's Mill Environmental Education Center & Public Restroom	\$	1,000	0,000
	Animal Control Masterplan – Walking Trails and Livestock Building	\$	500	0,000
Storm	water Projects			
	Category I – Flooding and Safety	\$	3,638	3,000
	Category II – Stormwater Infrastructure Preservation			
	Tier 1 – Immediate Attention	\$1	17,990),900
	Tier 2 – Needs Replacement Soon	\$		0

Transportation

Infrastructure	Preservation and Improvements	\$	5,700,000
Corridor Imp	rovements/New Road Construction/Capacity Projects	\$	4,000,000
Intersection I	mprovements	\$1	1,400,000
Pedestrian, B	icycle, and Multi-Use Path Projects	\$	4,400,000
Planning Stud	dies/Concept Reports	<u>\$</u>	1,000,000
Total		\$9	4,728,900
Town of Brooks			
Category I, Tier I:	Woods Road Culvert	\$	450,000
Category I, Tier I:	Brooks Road/Highway 85 Conn. Intersection Improvements	\$	450,000
Category I, Tier II:	BAR Upgrades/Aubrey Park	\$	25,000
Category I, Tier II:	Sidewalks and Stormwater Infrastructure	\$	150,000
Category II, Tier I:	Library Upgrades	\$	65,000
Category II, Tier II:	Road Resurfacing	\$	250,000
Category II, Tier II:	Cemetery Expansion, Front Lot Drive, Rear Lot Columbaria	\$	150,000
Category II, Tier II:	Market Hall Renovations	\$	110,000
Total		\$	1,650,000

City of Fayetteville

General Government

Debt Retirement	Retirement of Existing Debt	City Administration	\$3,000,000
Technology	Technology Hardware and Software	Finance	\$ 750,000

Public Safety

Vehicles	30 New Police Cars (\$75K/Vehicle)	(\$75K/Vehicle) Police	
	Aerial Ladder Truck	Fire	\$1,500,000
	Quick Response Vehicle	Fire	\$ 200,000
Facilities	Expand/Enhance Public Safety Facilities	Police/Muni. Ct.	\$4,500,000
Technology	Smart Cities Camera Technology	Police	\$2,000,000
Equipment	Equipment	Fire	\$ 300,000
Equipment	Equipment	Police	\$ 380,000
	Transportation/Public Servic	es	
Road Resurfacing	Milling, Patching, Etc. Approx. 21+ miles	s Public Services	\$6,000,000
New Road Constr.	Downtown Road Network	Public Services	\$3,500,000
	First Manassas Road Connection	Public Services	\$1,500,000
Sidewalk Improv.	New Sidewalks and Repairs	Public Services	\$2,000,000
Building Renovation	Headquarters Renovation & Expansion	Public Services	\$1,000,000
Gateway Signage	New Monument Signage – City Entry	Community Dev.	\$ 500,000
	Parks and Recreation		
New Trails	New Multi-Use Trails	Community Dev.	\$4,000,000
New/Expand. Parks	Land Acquisition, New Parks, Park Imp.	Public Services	\$3,000,000
	Stormwater		
Stormwater	Prioritized Repairs – Stormwater Report		\$4,000,000
Total			\$40,380,000

City of Peachtree City

Project	Qty.	Total
Public Safety		
Fire		
Replace Reserve Engine – 2007/2008	2	\$1,500,000
Purchase New Engine – Station 85	1	\$ 750,000
Replace Reserve Medic 86 2013–2015 F450 (w/EKG and Lucas)	2	\$ 900,000
Replace Quint 84 (2004) (2208)	1	\$1,500,000
Replace Station 84 (100 kw) Generator	1	\$ 100,000
Turnout Gear Washer and Dryer for Each Station	6	\$ 84,000
Long Term EMS Equipment Replacement	Misc.	\$ 70,000
Extrication Rams for Engines	7	\$ 88,000
Digital Radios Replacement and Expansion	25	\$ 170,000
Station 85 Construction – Southside	1	\$2,500,000
Station 82 Construction – Eastside	1	\$2,800,000
Police		
Transport Vehicle	1	\$ 85,000
Pole Barn	1	\$ 55,000
Evidence Storage Enhancements	1	\$ 120,000
Pop-Up Security Trailer and Tower	1	\$ 43,000
Real-Time Crime Workstation (Security Camera Feed Center)	1	\$ 30,000
Digital Radios Replacement and Expansion	1	\$ 140,000
SRT Vehicle	1	\$ 350,000

	K-9 Additions and Replacements	4	\$	120,000
	UAV (Unmanned Aerial Vehicle) Replacement	1	\$	30,000
	Portable Vehicle Lift	1	\$	10,000
Paths				
	Path Construction (3 Miles per Year)	6	\$3,	445,000
	Path Transition Reconstruction (Signage, Smooth Curbing Transition, Etc.) – Citizen Suggestion	1	\$	500,000
	Replace Asphalt Spreader	1	\$	210,000
	Replace 750 Dump Truck	1	\$	115,000
	Replace Skid Steer	1	\$	75,000
	Robotic Slope Mower	1	\$	95,000
	Safety and Traffic Flow Improvements for Corrugated Metal Path Tunnels	1	\$3,	500,000
	Path Tunnel and Bridge Maintenance	6	\$	875,000
	Grade Separated Crossing to Connect Booth Middle and McIntosh High	1	\$4,	000,000
Roads				
	Street Resurfacing Program (8 Miles per Year)	6	\$30	0,000,000
	New Village Signage	18	\$	180,000
	Replace Street Sweeper	1	\$	190,000
	Intersection Improvements at Peachtree Pkwy & Robinson Rd.	1	\$2,	280,600
Recre	ation			
	Drake Field Restrooms	1	\$	500,000
	Community Garden Site Redevelopments – 110 Kelly Drive	1	\$1,	000,000
	Playground Equipment Replacement & Expansion – Citywide	6	\$1,	200,000

November 14, 2022 Rev.

	New Pickleball Courts with Lights and Restrooms	12	\$ 770,000
Ado	Additional Street Resurfacing		\$5,000,000
Ado	ditional Path Construction	1	\$2,000,000
Tot	al		\$67,380,000
Tov	wn of Tyrone		
Roa	nds		\$2,500,000
	Town-Wide Asphalt Resurfacing		
	Right-of-Way Clearing		
	Palmetto Senoia Intersection Improvements		
Mu	lti-Use Paths		\$2,000,000
	Sandy Creek High School Multi-Use Path		
	Dogwood Railroad Multi-Use Path Crossing		

Laurelwood Connector

Tullamore – Greencastle Connector

Castlewood Multi-Use Path Improvements

East Crestwood Road Path

Downtown Improvements \$2,500,000

Signage – Building and Parks

Senoia Road Streetscaping – Lighting, trees, beautification, traffic calming, on-street parking, Multi-use trail expansion, etc.

Commerce Drive Streetscaping

Underground Utilities

Crosswalk Improvements

Curb and Gutter Improvements

Φ 770 000

Parking Expansion – Downtown

Leisure Services \$2,500,000

Shamrock Park – Landscaping, hardscaping, lighting, and electrical improvements

Shamrock – Multi-use Stage and Market Place

Shamrock – Parking Expansion & Improvements

Library-Rec Exterior Spaces Improvements

Museum Facility Improvements

Redwine Park Improvements

Veterans Park Improvements

Handley Park Improvements

Fabon Brown Park Improvements

Stormwater \$2,000,000

Dam Improvements

Infrastructure Improvements

Sewer \$1,500,000

Capacity

Infrastructure

Administration \\$ 492,500

Public Works Dump Truck

Bucket Truck

Public Works Work Truck

Police Department Patrol Cars

Police and Public Works Radios and Equipment

Total \$13,492,500