



Where Community Connects

**STOCKBRIDGE
CITY COUNCIL**

Mayor

Anthony Ford

**Mayor Pro Tem Kyle Berry
District 3**

**Councilman Elton Alexander
District 5**

**Councilwoman Yolanda Barber
District 4**

**Councilwoman LaKeisha Gantt
District 1**

**Councilman Alphonso Thomas
District 2**

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

Vacant

CITY ATTORNEY

Quinton G. Washington

**SCM SPLOST VI MEETING
Agenda
July 15, 2024 5:00 PM**



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

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Translation and Interpretation Services are available with (7) days prior notice. Please contact the City's HR Manager at 770-389-7908 for assistance.



**AGENDA
SPECIAL CALLED MEETING
CITY OF STOCKBRIDGE**

MONDAY, JULY 15, 2024 5:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

NEW BUSINESS

- 1 SPLOST VI Project List - Presented by: Frederick Gardiner
- 2 SPLOST VI - City/County Joint Projects - Presented by: Frederick Gardiner
- 3 SPLOST VI - 5yr vs 6yr Option - Presented by: Frederick Gardiner

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT

Stockbridge SPLOST VI Project List

	A	B	C	D	E	F
1						
2	Road Resurfacing and Sidewalks				Allocation	Allocation
3						
4	Total				\$ 13,000,000	\$12,000,000
5						
6	MUNICIPAL BUILDING PROJECTS				Allocation	Allocation
7						
8	Maintenance Shop				\$ 4,000,000	\$4,000,000
9	Merle Manders Conference Center				\$ 2,500,000	
10	City Hall				\$ 5,000,000	\$5,000,000
11	City Bridge Community Center (Youth & Senior Center)				\$ 10,000,000	\$10,000,000
12	Amphitheater				\$ 3,100,000	
13						
14	Total				\$ 24,600,000	\$19,000,000
15	INFRASTRUCTURE PROJECTS					
16	Wayfinding Program				\$ 1,600,000	
17	Infrastructure (Water, Sewer, and Stormwater)				\$ 7,000,000	\$7,000,000
18	Downtown Utility Relocation				\$ 4,300,000	
19	Infrastructure (IT)				\$ 1,500,000	\$1,000,000
20						
21	Total				\$ 14,400,000	\$8,000,000
22						
23	PARKS IMPROVEMENTS				\$ 6,124,417	\$4,000,000
24						
25	VEHICLE AND EQUIPMENT				\$ 2,500,000	\$1,500,000
26						
27	Total				\$ 60,624,417	\$44,500,000
28						
29	Anticipated Collection				\$60,624,417	
30	Remaining Total				\$0	
31						
32	Note: Staff has revised the project list based upon the increase in SPLOST revenue calculations since February.					

SPLOST VI LEVEL I CAPITAL PROJECTS		
PROJECT DESCRIPTION	6-YEAR PROGRAM	NOTES
	RECOMMENDED FUNDING	
COUNTY FACILITIES:	\$ 6,400,000	
Locust Grove Tag Office	\$ 6,400,000	
LEVEL I SUBTOTAL:	\$ 6,400,000	
SPLOST VI LEVEL II CAPITAL PROJECTS		
PUBLIC SAFETY:	\$ 51,000,000	
New Animal Shelter	\$ 35,000,000	
Fire Rescue Facilities	\$ 10,000,000	
Fire Rescue Equipment	\$ 5,000,000	
E911/EMA Facility	\$ 1,000,000	
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.	\$ 20,438,800	
SENIOR SERVICES:	\$ 3,000,000	
New Senior Center (Design)	\$ 3,000,000	Design Only
PUBLIC WORKS:	\$ 5,000,000	
Airport Upgrades	\$ 5,000,000	
LEVEL II SUBTOTAL:	\$ 79,438,800	
SPLOST VI CAPITAL PROJECTS		
ASSET & INFORMATION TECHNOLOGY:	\$ 4,000,000	
Technology Upgrades - WIFI in Parks, Cyber Security	\$ 2,000,000	
Fleet Replacement	\$ 2,000,000	
SENIOR SERVICES:	\$ 7,000,000	
Renovation/Addition - Hidden Valley Senior Center	\$ 7,000,000	Renovation/ Addition
CAPITAL SUBTOTAL:	\$ 11,000,000	
CAPITAL PROJECT GRAND TOTAL:	\$ 96,838,800	

SPLOST VI LEVEL II CAPITAL PROJECTS		
PROJECT DESCRIPTION	6-YEAR PROGRAM	NOTES
	RECOMMENDED FUNDING	
PUBLIC SAFETY:	\$ 51,000,000	
New Animal Shelter	\$ 35,000,000	
Fire Rescue Facilities	\$ 10,000,000	
Fire Rescue Equipment	\$ 5,000,000	
E911/EMA Facility	\$ 1,000,000	
LEVEL II SUBTOTAL:	\$ 51,000,000	
SPLOST VI CAPITAL PROJECTS		
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.	\$ 20,438,800	
SENIOR SERVICES:	\$ 3,000,000	
New Senior Center (Design)	\$ 3,000,000	Design Only
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	
SENIOR SERVICES:	\$ 7,000,000	
Renovation/Addition - Hidden Valley Senior Center	\$ 7,000,000	Renovation/ Addition
COUNTY FACILITIES:	\$ 6,400,000	
Locust Grove Tag Office	\$ 6,400,000	
CAPITAL SUBTOTAL:	\$ 45,838,800	
CAPITAL PROJECT GRAND TOTAL:	\$ 96,838,800	

SPLOST VI PROJECTS - CITY OF STOCKBRIDGE

PROJECT DESCRIPTION	COST ESTIMATE	5-YEAR PROGRAM		6-YEAR PROGRAM		NOTES
		CITY	COUNTY	CITY	COUNTY	
MAJOR TRANSPORTATION PROJECTS	\$ 3,000,000	\$ 1,230,000	\$ 1,770,000	\$ 1,230,000	\$ 1,770,000	
Patrick Henry Parkway - Jodeco Road to Eagles Landing Pkwy; Shared with City of Stockbridge (Design)	\$ 3,000,000	\$ 1,230,000	\$ 1,770,000	\$ 1,230,000	\$ 1,770,000	Design Only; County = 59%; City of Stockbridge = 41%
RESURFACING	\$ 3,000,000	\$ -	\$ -	\$ 960,000	\$ 2,040,000	
East Atlanta Road - North Henry Blvd. to Fairview Road; Shared with City of Stockbridge	\$ 3,000,000	\$ -	\$ -	\$ 960,000	\$ 2,040,000	County = 68% City of Stockbridge = 32%
TOTALS:	\$ 6,000,000	\$ 1,230,000	\$ 1,770,000	\$ 2,190,000	\$ 3,810,000	

SPLOST VI PROJECTS - CITY OF MCDONOUGH

PROJECT DESCRIPTION	COST ESTIMATE	5-YEAR PROGRAM		6-YEAR PROGRAM		NOTES
		CITY	COUNTY	CITY	COUNTY	
MAJOR TRANSPORTATION PROJECTS	\$ 4,500,000	\$ 1,250,000	\$ 3,250,000	\$ 1,250,000	\$ 3,250,000	
McDonough Parkway Widening - Storage Units to Jonesboro Road; Shared with City of McDonough (Design)	\$ 1,000,000	\$ 760,000	\$ 240,000	\$ 760,000	\$ 240,000	Design Only; County = 24%; City of McDonough = 76%
Jonesboro Road Widening - I-75 to McDonough Parkway; Shared with City of McDonough (Design)	\$ 3,500,000	\$ 490,000	\$ 3,010,000	\$ 490,000	\$ 3,010,000	Design Only; County = 86%; City of McDonough = 14%
INTERSECTION & SIGNALIZATION	\$ 23,320,000	\$ 11,660,000	\$ 11,660,000	\$ 11,660,000	\$ 11,660,000	
McDonough Parkway @ Bridges Road; Shared with City of McDonough	\$ 7,000,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	\$ 3,500,000	County = 50%; City of McDonough = 50%
*Henry Parkway @ Henry Parkway Connector; Shared with City of McDonough	\$ 5,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	County = 50%; City of McDonough = 50%
*Industrial Blvd. @ Henry Parkway; Shared with City of McDonough	\$ 5,500,000	\$ 2,750,000	\$ 2,750,000	\$ 2,750,000	\$ 2,750,000	County = 50%; City of McDonough = 50%
Racetrack Road @ Travis Drive; Shared with City of McDonough	\$ 5,820,000	\$ 2,910,000	\$ 2,910,000	\$ 2,910,000	\$ 2,910,000	County = 50%; City of McDonough = 50%
SIDEWALKS/TRAILS	\$ 500,000	\$ 350,000	\$ 150,000	\$ 350,000	\$ 150,000	
Camp Creek Greenway Path - Henry Pkwy. to McDonough Square; Shared with City of McDonough (DESIGN GRANT MATCH)	\$ 500,000	\$ 350,000	\$ 150,000	\$ 350,000	\$ 150,000	County = 30%; City of McDonough = 70%
TOTALS:	\$ 28,320,000	\$ 13,260,000	\$ 15,060,000	\$ 13,260,000	\$ 15,060,000	

SPLOST VI PROJECTS - CITY OF LOCUST GROVE

PROJECT DESCRIPTION	COST ESTIMATE	5-YEAR PROGRAM		6-YEAR PROGRAM		NOTES
		CITY	COUNTY	CITY	COUNTY	
MAJOR TRANSPORTATION PROJECTS	\$ 1,700,000	\$ 663,000	\$ 1,037,000	\$ 663,000	\$ 1,037,000	
SR42 Widening - Bill Gardner to SR155; Shared with City of Locust Grove; GDOT Grant Match (Design)	\$ 1,700,000	\$ 663,000	\$ 1,037,000	\$ 663,000	\$ 1,037,000	GRANT MATCH; Design Only; County = 61%; City of Locust Grove = 39%
INTERSECTION & SIGNALIZATION	\$ 1,500,000	\$ 1,125,000	\$ 375,000	\$ 1,125,000	\$ 375,000	
Peeksville Road @ LeGuin Mill Road; Turn Lanes Only; Shared with City of Locust Grove	\$ 1,500,000	\$ 1,125,000	\$ 375,000	\$ 1,125,000	\$ 375,000	County = 25% City of Locust Grove = 75%
TOTALS:	\$ 3,200,000	\$ 1,788,000	\$ 1,412,000	\$ 1,788,000	\$ 1,412,000	

SPLOST VI PROJECTS - CITY OF HAMPTON

PROJECT DESCRIPTION	COST ESTIMATE	5-YEAR PROGRAM		6-YEAR PROGRAM		NOTES
		CITY	COUNTY	CITY	COUNTY	
RESURFACING	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
East Main Street/Old Highway 3 - Spalding County Line to Amah Lee; Shared with City of Hampton	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	County = 50% City of Hampton = 50%
TOTALS:	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	

SPLOST VI - OPTION 1

COUNTY 68% / CITIES 32% ***NO***

DESIGNATED LEVELS

	DISTRIBUTION	BASED ON 2020 CENSUS
CITY OF STOCKBRIDGE	\$ 57,839,090	12.31%
CITY OF MCDONOUGH	\$ 57,994,802	12.34%
CITY OF LOCUST GROVE	\$ 17,860,986	3.80%
CITY OF HAMPTON	\$ 16,705,122	3.55%
COUNTY	\$ 319,600,000	68%
TOTAL:	\$ 470,000,000	100%

**SPLOST VI - OPTION
COUNTY 67% / CITIES
LEVEL II PUBLIC SAFETY - \$**

	DISTRIBUTION
CITY OF STOCKBRIDGE	\$ 59,646,562
CITY OF MCDONOUGH	\$ 59,807,140
CITY OF LOCUST GROVE	\$ 18,419,141
CITY OF HAMPTON	\$ 17,227,157
COUNTY	\$ 314,900,000
TOTAL:	\$ 470,000,000

N 2

S 33%

51,000,000

**BASED ON 2020
CENSUS**

12.69%

12.72%

3.92%

3.67%

67%

100%

***SPLOST VI - OPTION
COUNTY 66% / CITIES
LEVEL I & LEVEL II - \$85,***

	DISTRIBUTION
CITY OF STOCKBRIDGE	\$ 61,454,033
CITY OF MCDONOUGH	\$ 61,619,477
CITY OF LOCUST GROVE	\$ 18,977,297
CITY OF HAMPTON	\$ 17,749,192
COUNTY	\$ 310,200,000
TOTAL:	\$ 470,000,000

N 3

S 34%

838,800

**BASED ON 2020
CENSUS**

13.08%

13.10%

4.04%

3.78%

66%

100%

***SPLOST VI - OPTION
COUNTY 65% / CITIES
LEVEL I & LEVEL II - \$85,***

	DISTRIBUTION
CITY OF STOCKBRIDGE	\$ 63,261,505
CITY OF MCDONOUGH	\$ 63,431,815
CITY OF LOCUST GROVE	\$ 19,535,453
CITY OF HAMPTON	\$ 18,271,227
COUNTY	\$ 305,500,000
TOTAL:	\$ 470,000,000

N 4

S 35%

838,800

**BASED ON 2020
CENSUS**

13.46%

13.49%

4.16%

3.89%

65%

100%

***SPLOST VI - OPTION
NO IGA - 5-YEAR PRO
COUNTY 68% / CITIES***

	DISTRIBUTION
CITY OF STOCKBRIDGE	\$ 46,763,520
CITY OF MCDONOUGH	\$ 46,889,414
CITY OF LOCUST GROVE	\$ 14,440,797
CITY OF HAMPTON	\$ 13,506,269
COUNTY	\$ 258,400,000
TOTAL:	\$ 380,000,000

N 5 PROGRAM S 32%
BASED ON 2020 CENSUS
12.31%
12.34%
3.80%
3.55%
68%
100%

Scenario (Description)	Option 1	Option 2	Option 3	Option 4	No Agreement
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Type	6-Year	6-Year	6-Year	6-Year	5-Year
	<i>68/32 No Tiers</i>	<i>67%/33% Tier 2 Mod</i>	<i>66%/34% All Tiers</i>	<i>65%/35% All Tiers</i>	<i>Statute/No Tiers</i>
Revenues (Max)	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 380,000,000.00
L E S S:					
Level 2 (Modified)		\$ 51,000,000.00			
Level 1			\$ 6,400,000.00	\$ 6,400,000.00	\$ -
Level 2 (All Projects)			\$ 79,438,800.00	\$ 79,438,800.00	\$ -
Subtotal Priority Projects	\$ -	\$ 51,000,000.00	\$ 85,838,800.00	\$ 85,838,800.00	\$ -
For Distribution	\$ 470,000,000.00	\$ 419,000,000.00	\$ 384,161,200.00	\$ 384,161,200.00	\$ 380,000,000.00

County	\$ 319,600,000.00	\$ 280,730,000.00	\$ 253,546,392.00	\$ 249,704,780.00	\$ 261,060,000.00
plus Priority Projects	\$ 319,600,000.00	\$ 331,730,000.00	\$ 339,385,192.00	\$ 335,543,580.00	\$ 261,060,000.00
Remainder for Distribution	\$ 150,400,000.00	\$ 138,270,000.00	\$ 130,614,808.00	\$ 134,456,420.00	\$ 118,940,000.00
Stockbridge	\$ 57,839,089.98	\$ 53,174,275.08	\$ 50,230,330.00	\$ 51,707,692.65	\$ 47,943,272.78
McDonough	\$ 57,994,802.16	\$ 53,317,428.82	\$ 50,365,558.17	\$ 51,846,898.12	\$ 43,461,607.26
Hampton	\$ 16,705,122.18	\$ 15,357,827.42	\$ 14,507,555.36	\$ 14,934,248.17	\$ 12,390,168.83
Locust Grove	\$ 17,860,985.68	\$ 16,420,468.68	\$ 15,511,364.46	\$ 15,967,581.06	\$ 15,144,892.02

Check total	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 379,999,940.89
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Scenario (Description)	Option 1	Option 2	Option 3	Option 4	No Agreement
Type	6-Year	6-Year	6-Year	6-Year	5-Year
	<i>68/32 No Tiers</i>	<i>67%/33% Tier 2 Mod</i>	<i>66%/34% All Tiers</i>	<i>65%/35% All Tiers</i>	<i>Statute/No Tiers</i>
Revenues (Max)	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 380,000,000.00
L E S S:					
Level 2 (Modified)		\$ 51,000,000.00			
Level 1			\$ 6,400,000.00	\$ 6,400,000.00	\$ -
Level 2 (All Projects)			\$ 79,438,800.00	\$ 79,438,800.00	\$ -
Subtotal Priority Projects	\$ -	\$ 51,000,000.00	\$ 85,838,800.00	\$ 85,838,800.00	\$ -
For Distribution	\$ 470,000,000.00	\$ 419,000,000.00	\$ 384,161,200.00	\$ 384,161,200.00	\$ 380,000,000.00
County	\$ 319,600,000.00	\$ 280,730,000.00	\$ 253,546,392.00	\$ 249,704,780.00	\$ 261,060,000.00
plus Priority Projects	\$ 319,600,000.00	\$ 331,730,000.00	\$ 339,385,192.00	\$ 335,543,580.00	\$ 261,060,000.00
Remainder for Distribution	\$ 150,400,000.00	\$ 138,270,000.00	\$ 130,614,808.00	\$ 134,456,420.00	\$ 118,940,000.00
Stockbridge	\$ 60,624,417.58	\$ 55,734,961.56	\$ 52,649,246.42	\$ 54,197,753.67	\$ 47,943,272.78
McDonough	\$ 54,957,337.58	\$ 50,524,940.61	\$ 47,727,673.52	\$ 49,131,428.62	\$ 43,461,607.26
Hampton	\$ 15,667,407.02	\$ 14,403,805.65	\$ 13,606,352.13	\$ 14,006,538.96	\$ 12,390,168.83
Locust Grove	\$ 19,150,763.07	\$ 17,606,223.47	\$ 16,631,471.02	\$ 17,120,631.93	\$ 15,144,892.02
Check total	\$ 469,999,925.26	\$ 469,999,931.28	\$ 469,999,935.09	\$ 469,999,933.18	\$ 379,999,940.89

	Census	Estimate	Estimate	Estimate
City/County	2020	2021*	2022*	2023*
Stockbridge city, Georgia	28,973	29,205	29,064	35,452
McDonough city, Georgia	29,051	29,913	30,346	32,138
Locust Grove city, Georgia	8,947	9,759	10,730	11,199
Hampton city, Georgia	8,368	8,379	8,290	9,162
COLG Annual Growth Rate		9.1%	9.9%	4.4%
All Cities	75,339	77,256	78,430	87,951

Henry County	240,703	245,085	248,472	254,613
Unincorporated Area	165,364	167,829	170,042	166,662
Percent Incorporated Cities	31.30%	31.52%	31.56%	34.54%
% of Henry County				
Stockbridge city, Georgia	12.04%	11.92%	11.70%	13.92%
McDonough city, Georgia	12.07%	12.21%	12.21%	12.62%
Hampton city, Georgia	3.48%	3.42%	3.34%	3.60%
Locust Grove city, Georgia	3.72%	3.98%	4.32%	4.40%
% of Cities				
Stockbridge city, Georgia	38.5%	37.8%	37.1%	40.3%
McDonough city, Georgia	38.6%	38.7%	38.7%	36.5%
Hampton city, Georgia	11.1%	10.8%	10.6%	10.4%
Locust Grove city, Georgia	11.9%	12.6%	13.7%	12.7%
Henry County	68.70%	68.48%	68.44%	65.46%

6-Year SPLOST VI Collections	\$	470,000,000.00
Level 1 Possible Projects	\$	6,400,000.00
Level 2 (All Projects)	\$	79,438,800.00
Level 2 (Modified Projects)	\$	51,000,000.00

County Scenarios = Normalizing Factors

1.022 1.054 1.09 1.12 1

Option 1	Option 2	Option 3	Option 4	Statute
32.00%	33.00%	34.00%	35.00%	31.30%
12.31%	12.69%	13.08%	13.46%	12.04%
12.34%	12.72%	13.11%	13.50%	12.07%
3.55%	3.67%	3.78%	3.89%	3.48%
3.80%	3.92%	4.04%	4.16%	3.72%

City Preference for Distribution (2023 Estimates)*

40.3%	40.3%	40.3%	40.3%	40.3%
36.5%	36.5%	36.5%	36.5%	36.5%
10.4%	10.4%	10.4%	10.4%	10.4%
12.7%	12.7%	12.7%	12.7%	12.7%

68.00%	67.00%	66.00%	65.00%	68.70%
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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 ____ day of _____, 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; 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 2024 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 2024 City of Stockbridge Special Purpose Local Option Sales Tax Fund, the City of McDonough Special Purpose Local Option Sales Tax Fund, the City of Locust Grove Special Purpose Local Option Sales Tax Fund, and the 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) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within ten (10) 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.

- (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 would otherwise be entitled.
- (D) 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 the Level 2 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.
- (E) SPLOST proceeds shall be distributed 67% to the County and 33% 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 [____], the population of the City of Locust Grove was [____], the population of the City of McDonough was [____], the population of the City of Stockbridge was [____], 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

(_____%); City of Locust Grove (_____%); City of McDonough
(_____%); City of Stockbridge (_____%).

Section 7. 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 8. 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 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. Notwithstanding the foregoing, Level 2 - Public Safety projects shall be funded prior to any other projects hereunder.

Section 9. 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 10. 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 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 including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

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 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 13. 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 Airborne Express), 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
[_____]

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
[_____]

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

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

With a copy to:

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

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 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 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.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

Stephanie Braun,
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 Tarpley, Mayor

Attest:

Municipal Clerk

(Seal)

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.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Projects	\$

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	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

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	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

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	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

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	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$