

# Stockbridge

Where Community Connects

## STOCKBRIDGE CITY COUNCIL

Mayor At-Large

Jayden L. Williams

Mayor Pro Tem Elton Alexander

Council District 5

Councilmember LaKeisha Gantt

Council District 1

Councilmember Antwan Cloud

Council District 2

Councilmember Kyle D. Berry, Sr.

Council District 3

Councilmember Yolanda Barber

Council District 4

## CITY MANAGER

Shawn Edmondson

## INTERIM CITY CLERK

Cassandra Lester

## CITY TREASURER

Frank Milazi

## CITY ATTORNEY

Quinton G. Washington

## Work Session Meeting Agenda February 24, 2026 6:00 PM



**Stockbridge City Hall**

**4640 N. Henry Blvd.**

**Stockbridge, GA 30281**

**Website: [www.stockbridgega.org](http://www.stockbridgega.org)**

**Phone: 770-389-7900**

**Fax: 770-389-7912**

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**AGENDA  
WORK SESSION MEETING  
CITY OF STOCKBRIDGE**

**TUESDAY, FEBRUARY 24, 2026 6:00 PM**

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**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF THE AGENDA**

**ADOPTION OF THE MINUTES**

- 1 Approve the February 9th 2026 City Council Summary Minutes.

**PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.**

**CEREMONIAL REVIEW - Swearing In Youth Council Advisory and Citywide Development Authority Board Members**

**EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)**

**NEW BUSINESS**

- 2 Council consideration to approve the Norfolk Southern Lease Agreement.  
- Presented by: Jeremy Andrews, Lisa Fareed
- 3 Council consideration to approve Task Order No. 2025.16 with Falcon — Preliminary Design – Rock Quarry Road Extension. - Presented by: Decius Aaron
- 4 Council consideration authorizing the City Treasurer/CFO to make arrangements to reimburse Henry County in reference to TSPLOST.  
- Presented by: Frank Milazi

**MAYOR'S COMMENTS (Mayor Jayden L. Williams)**

**ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS**

**Council meetings will be held in the City Council Chamber, while some Board and Committee meetings will take place via Zoom. Meeting dates and times may change, so please check the city's website at [www.stockbridgega.org](http://www.stockbridgega.org) or contact City Hall at 770-389-7900 for updates. The City of Stockbridge complies with the Americans with Disabilities Act (ADA) and does not discriminate based on disability. Individuals requiring auxiliary services for meeting participation should contact City Hall at 770-389-7900 in advance.**

**ADJOURNMENT**



**CITY COUNCIL WORK SESSION MEETING  
SUMMARY MINUTES  
TUESDAY, FEBRUARY 9, 2026 6:00 P.M.**

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**Mayor & City Council**

Mayor Jayden L. Williams At-Large  
Mayor Pro Tem Elton Alexander – Council District 5  
Councilmember LaKeisha Gantt – Council District 1  
Councilmember Antwan Cloud – Council District 2  
Councilmember Kyle D. Berry, Sr. – Council District 3  
Councilmember Yolanda Barber – Council District 4

**Administration**

Shawn Edmondson – City Manager  
Frank Milazi – City Treasurer  
Cassandra Lester – Interim City Clerk  
Quinton Washington – City Attorney  
Megan McCullough – Associate Attorney

**Mission:** To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Williams at 6:00 PM.

The Mayor led the invocation followed by the Pledge of Allegiance.

Interim City Clerk, Cassandra Lester was asked to proceed with a verbal roll call. A quorum was established and Councilmember’s Berry and Gantt both arrived at 6:03pm.

Mayor Williams requested to remove item #3 (Youth Council Advisory Board's request to use the lower level of the Merle Manders) and item #7 (Stockbridge Police Department Wrecker Service) from the agenda.

Motion by Mayor Pro Tem Alexander, seconded by Council Member Cloud, to adopt the agenda with the removal of items #3 and #7. Motion passed unanimously 5-0

Motion by Council Member Alexander, seconded by Council Member Barber, to approve the January 27, 2026, work session minutes. Motion passed unanimously.5-0

Mayor Williams noted that prior to the meeting, he conducted two proclamations for Black History Month and recognized Michelle Flowers, founder of Excelsior Village Academy, the first Charter School in Henry County.

Mayor Williams also performed swearing-in ceremonies for board members from the Downtown Development Authority, and Main Street Advisory Board.

Interim City Clerk Lester announced there was one public comment from Stacy Bullard with Ambassadors for Christ Church.

Ms. Bullard explained that her church operates a weekly food pantry on Rock Quarry Road serving 500-700 vehicles every Friday. She expressed concern about the upcoming Rock Quarry Road widening project and requested information about the construction schedule to minimize disruption to their food distribution service.

Council Member Barber, who represents the district where the church is located, suggested Ms. Bullard speak with the City Manager about the project timeline. Mayor Pro Tem Alexander thanked Ms. Bullard for her service to the community and offered to connect her with "Connecting Henry," another organization providing similar services. City Manager Edmondson indicated that the city had alternatives to help with the food pantry during construction.

### **CONSENT AGENDA**

#### **STOCKBRIDGE POLICE DEPARTMENT - GEORGIA DEPARTMENT OF PUBLIC SAFETY APPROVED ROADWAYS**

Council considered approval of the updated list of Georgia Department of Public Safety-approved roadways authorized for the use of speed detection devices, including the addition of Tye Street from 308 feet north of Misty Ridge Trail to 308 feet south of 1st Street. The approved list will remain in effect through December 31, 2027.

Motion by Mayor Pro Tem Alexander, seconded by Council Member Gantt, to approve the updated list of Georgia Department of Public Safety-approved roadways. Motion passed unanimously 5-0.

### **PUBLIC HEARING**

#### **ADOPTION OF NEW CITY OF STOCKBRIDGE MAPS for 2026**

Ryan Anderson presented four maps for 2026: the Zoning Map, Overlay Districts Map, Future Land Use Map, Subdivisions Map, Council Districts Map, and City Limits Map. He explained that the maps reflect recent annexations, de-annexations (notably in the Manderley Subdivision), and rezoning for new developments.

Mr. Anderson provided details of the changes made in 2025, including the annexation of two properties (Case AX 2024), rezoning to Planned Unit Development (Case RZ 2024-10), future land use designation as Medium Density, rezoning changes including parcel-specific amendments in the Reeves Creek property and others (RZ 2025-02, AX 2024-03, RZ 2024-12, CP 2024-10), adjustments in high-density residential areas transitioning to low-density mixed use, and amendments to the Comprehensive Plan.

He presented each map, explaining the updates and modifications.

Councilmember Yolanda Barber inquired about the absence of updated Council District maps among the adoption items and noted for the record that she had previously

discussed adjusting her district's boundaries with the Henry County delegation during a legislative breakfast to allow her to represent her entire subdivision, as currently one side is represented by Mayor Pro Tem Alexander. She also mentioned needing to include the subdivision Bay Cove located on Tye Street, which is also in her district. She expected these proposed changes to be presented at this meeting.

Mr. Anderson explained that staff doesn't have the authority to make those changes until council districts are redrawn and rebalanced; that is when those changes will be reflected and would require a separate process of formal council resolution and state legislative approval, typically following the census in 2030.

Councilmember Barber further noted for the record, "In November we hosted a legislative breakfast with our Henry County delegation, and I addressed my concerns specifically for my council district. Those decisions come directly from the governing body, us. We're the ones who make the request to the state reapportionment office for those changes. And that is what I was expecting would be happening."

Mr. Anderson responded that that is correct but now is not the time; it will occur in 2030. Those changes usually happen based on the census.

Barber replied, "That is not what was discussed during the legislative breakfast. I am expecting that Mr. Edmondson will bring forward those recommended changes that were discussed during the legislative breakfast."

Councilwoman Barber also raised a concern regarding the inclusion of the Stockbridge Lakes Bed and Breakfast business in the Downtown Development Authority (DDA) map. It was clarified by Mr. Anderson and Mayor Pro Tem Elton Alexander that:

1. The DDA board must approve its map changes because it is a separate entity.
2. The Bed and Breakfast has been included in the DDA District.
3. Additional extensions to the downtown boundary are anticipated via the upcoming Downtown Development Authority (DDA) resolutions and are likely to be presented for council approval within the next 30 to 60 days.

Mayor Pro Tem Alexander clarified that at the legislative breakfast, changes to the district in 2030 were discussed, and requesting a change to those districts at this time would essentially fall on deaf ears, as the controlling party has no desire to change those maps. He noted, "That's exactly what the representative stated to us at the time," further adding that the city council would have to vote to adopt any additional changes, which would require all of us to give up territory in our districts. He emphasized that the fairway for those changes is based on the 10-year census, as indicated to us at the time. He concluded that it would be a futile attempt at this point since the legislators have already informed us that there won't be any changes.

Councilmember Barber added for the record, "In addition to the requested changes to City Council District Four's map, the original discussion before the annexation in 2023 was for us to have districts in addition to two at-large seats. That was also mentioned during the legislative breakfast last year. Those two actions, I'm expecting that Mr. Edmondson will bring to the council some resolution or something to make those

amendments to the council district. It affects my ability to represent those who elected me to represent them. So, I want to ensure that they have adequate representation in the neighborhoods in which they live.”

Mayor Pro Tem Alexander raised a question about a large gray area of heavy industrial use shown on the Future Land Use Map. Mr. Anderson clarified that the area in question was outside the city limits.

Councilmember Barber asked Mr. Anderson what was driving the request to approve the new maps. He responded that we are required to adopt these maps every year.

Mayor Pro Tem Alexander emphasized that the adoption of zoning maps is critically important because these maps control what types of developments are allowed in the community. They directly address resident concerns about warehouses and truck traffic by limiting where such uses can exist. The council has intentionally reduced zoning for warehousing and heavy truck traffic to a minimum, promoting mixed-use development in areas like Jodeco and along Highway 138 instead. He noted that while new infrastructure projects could increase truck traffic in nearby counties, the city’s zoning efforts focus on minimizing the impact within Stockbridge. Overall, these maps are essential tools in guiding the city’s growth and preserving the community’s quality of life, stating, “It’s extremely important.”

No citizens spoke in favor of or against the adoption of the new maps during the public hearing.

A motion to approve the adoption of the new City of Stockbridge maps for 2026 was made by Councilmember Gantt; seconded by Mayor Pro Tem Alexander. The motion passed unanimously 5-0.

After the vote, the city’s legal representative, Megan McCulloch, addressed Councilmember Barber’s concern regarding the at-large members, noting that this would need to go through a charter amendment, and that, if that was the will of the council, they could work towards it.

## **NEW BUSINESS**

### **COUNCIL CONSIDERATION — PROPOSED MARTIN LUTHER KING JR. WAY (STREET RENAMING)**

Decius Aaron presented an item to rename Lee Street to Martin Luther King Jr. Way. Mayor Pro Tem Alexander provided additional context, explaining that Lee Street was named after Confederate General Lee, and the council had previously discussed removing such references. He noted that changing the street name was time-sensitive because a \$73 million STEM school under construction on Lee Street would be finished by the end of 2026, and the school needed to prepare documents with the correct address.

Mayor Pro Tem Alexander also shared that the Downtown Development Authority (DDA) was planning to propose a statue of Martin Luther King Sr. ("Daddy King") in the municipal park area near the police department. He described a vision where students attending the STEM school would see the statue daily. Additionally, he mentioned plans

to name the road to the STEM school after Catherine Johnson, one of the mathematicians featured in "Hidden Figures."

Councilmember Barber expressed several concerns, noting that this proposal affected the district she was duly elected to represent and no one had discussed it with her beforehand. She was concerned about the impact on homeowners along the street and stated this was not one of the priorities that she submitted for District 4. She also worried about insufficient notice to affected residents.

Council Member Cloud initially expressed apprehension about creating a Martin Luther King Jr. Way when the city already had Martin Luther King Sr. Heritage Trail but ultimately supported the concept after considering the connections between the statue and street renaming. He advocated for notifying residents affected by the change.

Motion by Council Member Cloud to table the street renaming proposal until the February work session meeting and to notify affected residents; Seconded by Mayor Pro Tem Alexander. Motion passed with a vote of 4-1 (Barber opposed).

Councilmember Barber stated for the record that she opposed the motion because she believed two weeks was insufficient time for proper notification. She suggested setting up a public information meeting with affected homeowners and residents, including those in the duplex across from the street.

#### **LIVABLE CENTERS INITIATIVE (LCI)—FUNDING REQUEST**

Ryan Anderson requested approval for a financial commitment letter for a local match not to exceed \$30,000 to support the city's application for a \$150,000 grant from the Atlanta Regional Commission to undertake a new LCI study. The study would update the 2012 LCI study.

Councilmember Gantt supported the request, noting it was necessary for city operations and the current LCI study needed updating.

Motion by Councilmember Gantt to motion to approve the council's consideration of community development request for a letter of financial commitment for local match not to exceed \$30,000 in support of our efforts to update the LCI study; seconded by Mayor Pro Tem Alexander. Motion passed unanimously 5-0.

#### **COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM (CDAP)—FUNDING REQUEST**

Ryan Anderson requested approval for a financial commitment letter for a local match not to exceed \$30,000 to support the city's application for a \$150,000 grant from the Atlanta Regional Commission for professional planning assistance. This would be for the planning phase of the downtown pedestrian-bike study that was conducted about a year ago.

Motion by Councilmember Gantt to approve the \$30,000 dollars support requested for the financial commitment and local match not to exceed the \$30,000 and for professional planning assistance that aligns with the CDP's goals and advancing equity resiliency and regional planning priorities; seconded by Mayor Pro Tem Alexander.

Before the vote Councilmember Barber mentioned that she supported the request but noted for the record a correction to page 2 of the City of Stockbridge Downtown Pedestrian & Bicycle Connectivity Study Scoping Phase September 2023 which listed her and Councilmember Thomas as steering committee members. Further stating the document omitted Councilmember Alexander, whom she states had attended all meetings. She clarified that there was no formal steering committee; council members simply attended informational sessions and provided input as available.

Mayor Williams called for the vote previously motioned by Council Member Gantt

Motion passed unanimously 5-0.

### **CONTRACT APPROVAL FOR CONSULTANT FOR U.D.C. UPDATE**

Ryan Anderson requested approval of a contract with CPL Architects, Engineers, and Landscape Architect for professional planning services to update the city's Unified Development Code (UDC). He explained that the UDC was approaching five years old, and industry best practice is to update codes after five years and completely rewrite them after ten years.

Mr. Anderson noted that the city had issued an RFP that was extended several times but received no responses. Following consultation with the procurement attorney, the city entered into direct solicitation with the vendor CPL, which had previously worked to bring the city's code into compliance with Georgia zoning procedures law.

Mayor Pro Tem Alexander inquired about a previously discussed five-mile limit on storage facilities. Mr. Anderson explained that the city's zoning attorney had advised that such a restriction might be problematic since Stockbridge is only 19 square miles, which would effectively prohibit all new storage facilities. He explained that most of the city is already protected from new storage facilities through overlay districts, though one particular parcel had "slipped through on a technicality."

Councilmembers Gantt and Mayor Pro Tem Alexander both suggested bringing this item back for further discussion and to review in-depth strategies to mitigate the influx of storage facilities.

City Manager Shawn Edmondson has committed to addressing the storage facility issue during the upcoming planned retreat. He aims to reinforce the suggestions from Community Development and Legal, ensuring they are airtight and provide the governing body with the best information possible.

Motion by Councilmember Gantt to approve the contract for consultation of the UDC update to CPL Architects, Engineers and Landscaping; seconded by Councilmember Berry. Motion passed unanimously 5-0.

### **TEXT AMENDMENT CASE #TX-2026-01 FOR BUSINESS COMPLIANCE OFFICER I**

Ryan Anderson requested approval of a text amendment to the Municipal Code of Ordinances to formally authorize and codify the duties and enforcement powers of the Business Compliance Officer I, a new position created in the FY 2026 budget. The

amendment would establish consistent procedures for business licensing compliance, inspections, and administrative citation authority.

Council Member Gantt expressed strong support for the position, noting it was "so needed" to ensure businesses maintain clean and orderly facilities. She emphasized that some businesses, particularly gas stations, need to improve their maintenance standards and protect the image of the city.

Motion by Council Member Gantt, to approve the municipal code of ordinance to formalize, authorize and codify the duties and enforcement powers of the Business Compliant officer; seconded by Council Member Barber.

Motion passed unanimously 5-0.

### **MULTI-PURPOSE CENTER: CONTRACT APPROVAL FOR ARCHITECTURAL SERVICES**

Ryan Anderson requested approval of a contract for On-Call Architectural Services for the Multi-Purpose Center to TSW. He explained that this would authorize the city to execute the contract and allow TSW to begin providing architectural, planning, design, and construction-related services on an as-needed basis.

Mayor Pro Tem Alexander wanted to clarify that for 2026, the primary focus of TSW would be the Recreation Center.

Mr. Anderson replied that the primary focus of TSW would be the Recreation Center, but TSW would be an on-call architectural service and can work on any building that requires architectural services.

Motion by Mayor Pro Tem Alexander to approve TSW as the on-call architect services specifically as outlined in 2026 to work on the Recreation Center, subsequent to that, The Multicultural Arts Center; seconded by Council Member Gantt.

Before the vote, Council Member Barber asked Procurement Manager Jeremy Andrews whether the entire procurement process had been followed. Mr. Andrews confirmed that the item had indeed gone through the procurement process. He clarified that the Request for Proposal (RFP) process was completed before he was hired. However, once he joined the team, procurement reviewed everything thoroughly. He noted that the city received several responsive bids, and TSW was awarded the contract.

Mayor Williams called for the vote previously motioned by Mayor Pro Tem Alexander.

Motion passed unanimously 5-0.

### **MAYOR'S COMMENTS**

The mayor deferred his comments for executive session.

### **EXECUTIVE SESSION**

The Council entered executive session to discuss real estate, personnel, litigation, and cybersecurity matters.

Motion by Mayor Pro Tem Alexander, seconded by Council Member Cloud, to adjourn to executive session. Motion passed unanimously.

After executive session concluded:

Motion by Mayor Pro Tem Alexander, seconded by Council Member Cloud, to end executive session. Motion passed 4-0. Motion by Mayor Pro Tem Alexander, seconded by Council Member Cloud, to reconvene the regular meeting. Motion passed 4-0.

No action was taken as a result of the executive session.

Mayor Williams announced that the City of Stockbridge Mayor and Council would hold a special called meeting on February 12, 2026, at 6:00 PM in the Stockbridge City Council Chambers.

### **ADJOURNMENT**

The meeting was adjourned at approximately 8:20 PM.

Motion to adjourn the meeting made by Mayor Pro Tem Alexander; seconded by Council Member Cloud. Motion passed unanimously.

Respectfully submitted by:

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Cassandra Lester, Interim City Clerk

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Jayden L. Williams, Mayor

STATE OF GEORGIA  
COUNTY OF HENRY  
CITY OF STOCKBRIDGE

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA APPROVING A LEASE AGREEMENT WITH NORFOLK SOUTHERN FOR A PARKING LOT PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

**WHEREAS**, the City finds a need for additional parking in the downtown area of the Main Street District for existing and future merchants, overflow parking for the Stockbridge Amphitheater, related City events, and to help further beautify the physical attributes of downtown Stockbridge; and

**WHEREAS**, the Economic Development Department seeks Council approval to enter a ten (10) year lease agreement with Norfolk Southern for a parking lot, as detailed in Exhibit A in the amount of \$15,000 annually; and

**WHEREAS**, Mayor and City Council find that approval of the Lease Agreement for the use of the property as a public parking lot will enhance public access, support economic activity, and serve the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA AS FOLLOWS:**

**SECTION 1. APPROVAL OF RENEWAL OF LEASE AGREEMENT.**

Council hereby approves the lease agreement with Norfolk Southern, as detailed in the attached Exhibit A, for use of a parking lot near the intersection of Martin Luther King Sr. Heritage Trail and Love Street for a period of ten (10) years at the annual cost of \$15,000.

The Mayor is hereby authorized to execute said lease agreement with Norfolk Southern.

**SECTION 2. ADMINISTRATIVE IMPLEMENTATION.**

The City Manager is hereby authorized and directed to execute all necessary actions consistent with this Resolution.

**SECTION 3. SEVERABILITY.**

If any part of this resolution is adjudged invalid, such judgment shall not affect the remainder of this resolution.

**SECTION 4. REPEAL OF CONFLICTING PROVISIONS.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5. CITY ATTORNEY'S AUTHORITY.**

Pursuant to the City's charter and with explicit consent of the City Council, the City Attorney is duly authorized to make requisite amendments to all contracts, ordinances, resolutions, and documents, as may be necessary, in order to secure conformity with the express intent of the City Council and to ensure adherence to all pertinent laws and ordinances of the City.

**SECTION 6. EFFECTIVE DATE.**

This Resolution shall be effective immediately upon adoption.

**RESOLVED this 24th day of February, 2026.**

\_\_\_\_\_  
Jayden Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cassandra Lester, Interim City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Quinton G. Washington, City Attorney



## LEASE AGREEMENT

THIS LEASE (this "Lease"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "Effective Date") by and between **NORFOLK SOUTHERN RAILWAY COMPANY** a VIRGINIA CORPORATION (the "Landlord") and **CITY OF STOCKBRIDGE**, a GEORGIA MUNICIPAL CORPORATION (the "Tenant").

**1. Premises; Use.** For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, and without any warranty or representation, that certain real property located at Milepost 171.30 H in STOCKBRIDGE, HENRY COUNTY, GEORGIA, having an area of **23,560.00 square feet**, more or less, the location and dimensions of which are substantially shown on **Exhibit "A"** attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for employee parking and customer parking purposes and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

**Term.** To have and to hold for a term of 4 years, said term to begin on September 1, 2025, and to end at midnight on August 31, 2029 (the "Initial Term"), unless sooner terminated as hereinafter provided.

**3. Renewal.** Following the Initial Term, this Lease shall automatically renew for successive **one (1) year** renewal terms on the same terms and conditions (subject to any rental adjustment expressly provided herein), unless either party gives the other party **written notice of non-renewal at least six (6) months prior** to the expiration of the Initial Term or then-current renewal term.

**4. Base Rental.** Commencing on **September 1, 2025** (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**.

Tenant shall receive a **sixty (60) day rent abatement** for the months of **September and October**. No rental payments shall be due during this period.

Commencing **September 1, 2025**, the Tenant shall be responsible for annual payment in the amount of **Fifteen Thousand Dollars (\$15,000.00)**, due on September 1, 2025.

The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100) U.S. City Average, All Items (the “**Index**”) as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The “**Adjustment Date**” shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the “**Base Index**”. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the “**Adjustment Index**”. On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

**Taxes.** See Rider.

**Utilities.** Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service-related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

**7. Maintenance and Repairs.** Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements). Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement, or maintenance to the Premises,

and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

**8. Modifications and Alterations to the Premises.** Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord. **For the avoidance of doubt, nothing in this Lease shall be construed as Landlord's approval or consent for Tenant to construct a new parking lot or other capital improvements on the Premises. Any such work shall require Landlord's prior written consent in accordance with this Paragraph, and may require a separate written agreement, plans/specifications approval, and all applicable permits.**

**Notwithstanding the foregoing, Tenant may perform routine non-structural maintenance and safety-related work (including striping, signage replacement, and minor surface repairs) without Landlord's prior written consent, provided such work does not affect drainage, grade, utilities, railroad operations, or structural components and is performed in compliance with applicable law**

**Return of Premises.** At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

**10. Destruction of or Damage to Premises.** If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date

of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

**11. Indemnity. Indemnity; No Waiver of Sovereign Immunity.** To the extent permitted by Georgia law, and solely for claims arising from the negligent acts or omissions or willful misconduct of Tenant, its officers, employees, agents, contractors, or invitees in connection with Tenant's use or occupancy of the Premises, Tenant agrees to be responsible for and to the extent authorized by law to indemnify and hold harmless Landlord and the Landlord Entities from third-party claims for bodily injury, death, or damage to tangible property, but only to the extent caused by Tenant's negligence or willful misconduct.

**12.** Notwithstanding anything herein to the contrary:

**13. Nothing in this Lease shall be construed as a waiver of Tenant's sovereign immunity, official immunity, or any other immunity, limitation, defense, or protection available to Tenant under federal or state law, the Georgia Constitution, or otherwise.**

**14.** Tenant shall not be obligated to indemnify Landlord for Landlord's sole negligence or willful misconduct.

**15.** Any duty to defend shall apply only to the extent and in the manner permitted by applicable law.

**16.** Tenant's obligations under this Paragraph are subject to lawful appropriation of funds and availability of insurance or self-insurance coverage, if applicable.

**17.**

**18. Governmental Orders.** Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

**19. Public Records / Open Government.** Landlord acknowledges that Tenant is a Georgia municipal corporation subject to the Georgia Open Records Act and other applicable public transparency laws. Nothing in this Lease shall require Tenant to withhold records or information from disclosure except to the extent permitted by applicable law.

**20. Condemnation.** If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

**21. Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests

of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

**22. Environmental.** Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities

pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 14 shall survive the expiration or earlier termination of this Lease.

**23. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall

use commercially reasonable efforts to mitigate damages to the extent required by applicable law; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**24. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**25. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

**26. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**27. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: OFFICE OF CITY MANAGER, CITY OF STOCKBRIDGE, 4640 N. HENRY BLVD, GA, STOCKBRIDGE GA 30281, **NO P.O. BOXES**, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**28. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**29. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

**30. Tenant's Insurance.** Tenant shall provide the following insurance for the term of this lease. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Landlord.

**(a) Commercial General Liability Insurance:** This insurance shall be provided by a current ISO occurrence form policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and the products-completed operations hazard. This insurance shall have a maximum deductible of no more than \$5,000, annual limits of at least \$2,000,000 occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage.

**(b) Automobile Liability Insurance:** If Tenant operates any vehicles on the leased property, Tenant shall be required to carry Automobile Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

**(c) Workers' Compensation:** If Tenant has any employees that will enter the leased property, Lessee shall maintain workers' compensation insurance as required by statute in the state in which the Work or Services, as applicable, will take place.

**(d) Employer's Liability:** Provided that Tenant is required to maintain workers' compensation coverage required by (c), Employer's Liability insurance shall be provided with limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

**General Insurance Requirements.** Each insurance policy referred to in this Lease shall comply with the following requirements, and Tenant to cause its insurance to comply with the following.

**(a) Additional Insureds.** All insurance required by this Lease (excluding only Workers' Compensation) shall name the Landlord as additional insureds with an appropriate endorsement to each policy.

**(b) Tenant's Coverage Primary and Without Right to Contribution.** All policies secured by Tenant, whether primary, excess, umbrella or otherwise, and providing coverage to the Landlord as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Landlord may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Landlord may have secured for itself.

**(c) Severability of Interests (Cross Liability).** No cross-liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

**(d) Waiver of Subrogation.** To the fullest extent permitted by law, all insurance furnished by Tenant in compliance with Lease shall include a waiver of subrogation in favor of the Landlord with an appropriate endorsement to each policy.

**(e) Notice of Cancellation, Modification or Termination.** All policies required under this Lease shall not be subject to cancellation, termination, modification or changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

**(f) No Limitation.** The insurance coverages maintained by Tenant shall not limit any of their indemnity obligations or other liabilities under this Lease.

**(g) Certificates of Insurance.** Tenant shall furnish certificates of insurance to Landlord at . The Certificate of Insurance shall be on an ACORD form. The Insured box on the ACORD form shall be filled out with the Tenant's Legal name and address **EXACTLY** as defined on the Agreement Header and Signature Line of this Lease.

On the ACORD form, the box titled **DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS** shall include this **EXACT** language:

**“Norfolk Southern Corporation and its Subsidiaries, as Certificate Holder has been endorsed to all of the applicable policies as an additional insured including the General Liability policy, the Umbrella/Excess Policy (if used), and, if required by the Lease, the Employer's Liability policy and the Automobile Liability policy. All policies have been endorsed to waive subrogation against Norfolk Southern Corporation and its Subsidiaries, as well as to indicate that they may not seek contribution against policies issued to Norfolk Southern Corporation or its subsidiaries. All policies have been endorsed to provide Norfolk Southern Corporation and its Subsidiaries 30 days' notice of cancellation.”**

The **CERTIFICATE HOLDER** box on the ACORD form shall include this **EXACT** name and address:

**Norfolk Southern Corporation and its Subsidiaries  
650 W Peachtree St NW,  
Atlanta, GA 30308**

A Sample Copy of an insurance certificate showing the required language to be included on the insurance Certificate is attached to this Lease in Exhibit D.

**Joint and Several.** If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

**32. No Warranties; Entire Agreement.** TENANT ACCEPTS THE PREMISES “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

**33. Survival.** The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

**34. Miscellaneous.** Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of the paragraph entitled, “Assignment” set forth herein, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State of Georgia in which the Premises are located.

**35. Signature.** The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, effective as of the date last executed below.

Witness As To Landlord:

\_\_\_\_\_  
Name:

**LANDLORD:**  
**NORFOLK SOUTHERN RAILWAY**  
**COMPANY**  
a(n) **VIRGINIA Corporation**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Landlord Signature: \_\_\_\_\_

Witness As To Landlord:

\_\_\_\_\_  
Name:

[SEAL]

Witness As To Tenant:

\_\_\_\_\_  
Name:

**TENANT:**  
**CITY OF STOCKBRIDGE**  
a(n) **GEORGIA GOVERNMENT ENTITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Tenant Signature: \_\_\_\_\_

Witness As To Tenant:

\_\_\_\_\_  
Name:

[SEAL]

J B, June 4, 2025, 1324252\ iManage #

**Exhibit A**

## **EXHIBIT B**

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE **NORFOLK SOUTHERN RAILWAY COMPANY**, AS LANDLORD, AND **CITY OF STOCKBRIDGE**, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

**Waiver of Application Fee.** The \$500.00 application fee described in paragraph 3 of this Lease is hereby waived by Landlord.

**Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the existing Tenant-Owned August 1, 2025 (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

**Tenant to make improvement to leased area for parking according to plans that were submitted and approved internal at NS.**

**Tenant to give Norfolk Southern a two (2) weeks' notice prior to demolition of leased area.**

**Public Parking.** The protection afforded Landlord under the provisions of the paragraph entitled, "Indemnity" of the Lease shall extend to patrons and invitees of Tenant. Tenant agrees to protect and hold Landlord harmless from and against loss, injury, or damage, as set out in the paragraph entitled, "Indemnity," accruing from the acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Landlord, including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon).

**Beautification.** Tenant will enter the Premises for the purpose of landscaping and gardening the Premises with grass, flowers, and low shrubbery and of maintaining said landscaping. In no event shall any trees be planted or permitted to grow on the Premises. This Lease is a personal privilege to Tenant and shall not be assigned without the written consent of Company, nor shall Tenant, except with such written consent, permit the Premises to be used for any purpose by any other party, firm, or corporation.

It is specifically understood and agreed that the Premises are not to be open to the public and that said Premises are not and will not be permitted to become a park. Tenant will not install benches, walkways, recreation equipment or anything other than landscaping material and plants on the Premises.

Grass, flowers, and shrubbery planted by Tenant on the Premises shall be maintained, cut and trimmed by Tenant in a safe and orderly manner so as not to obstruct the view of Landlord's employees engaged in railroad operations or of pedestrians or motorists. In no

event shall any shrubbery be permitted to exceed 48 inches in height. Tenant agrees that no grass, flowers, or shrubbery shall be planted closer than 100 feet on each side of any grade crossing over tracks of Landlord not protected by flashing light crossing signals.

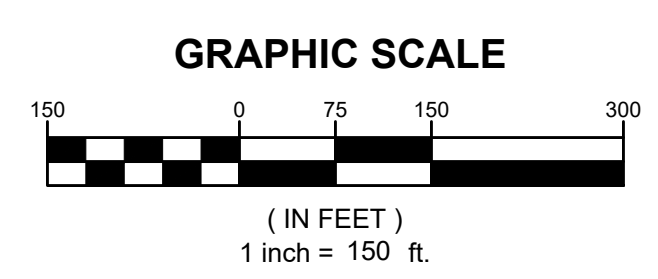
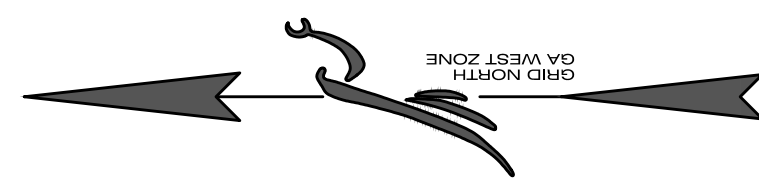
In installing, maintaining, or removing said landscaping, Tenant will not damage or interfere with the drainage facilities of Landlord. If new or additional drainage is required in connection with the landscaping permitted herein, such drainage will be constructed at the sole expense of Tenant, will be subject to the advance, written approval of Landlord, and will be constructed so as to cause any runoff to flow away from Landlord's railroad facilities.

**Supersede and Cancel.** This Lease hereby supersedes and cancels, as of the effective date hereof, the Lease dated February 6, 2015, as amended, between NORFOLK SOUTHERN RAILWAY COMPANY (Landlord) and CITY OF STOCKBRIDGE (Tenant) concerning the use of 227,870 square feet, 5.2312 acres of property, more or less, at (STOCKBRIDGE, HENRY COUNTY, GEORGIA). (Custodian No. 287813 )

Notwithstanding said superseding and cancelling of said agreement, Landlord reserves and retains any and all rights with regard to any liabilities that have accrued under the terms of said agreement prior to the Effective date of this Agreement.

**Georgia Usufruct.** Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as specifically provided in the Lease.





CIVIL ENGINEERING  
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LAND SURVEYING  
LANDSCAPE ARCHITECT  
LAND PLANNING

**FALCON DESIGN CONSULTANTS**

STOCKBRIDGE OFFICE  
231 CORP CTR DR, STE 200  
STOCKBRIDGE, GEORGIA 30281  
PH: (770)884-1244 (770)884-8656

NEWNAN OFFICE  
44 GREENWAY CT, STE A  
NEWNAN, GEORGIA 30256  
PH: (770) 555-9078

CUMMING OFFICE  
500 PERKLE FERRY RD, STE C  
CUMMING, GEORGIA 30048  
PH: (678) 807-1168

www.fdc-llc.com

CONCEPTUAL ROAD LAYOUT  
FOR  
**ROCK QUARRY ROAD  
EXTENSION**  
LOCATED IN:  
LAND LOTS 61, 62, 67, 68, DISTRICT 12  
CITY OF STOCKBRIDGE, GEORGIA

REVISIONS

DATE	REVISIONS
1	
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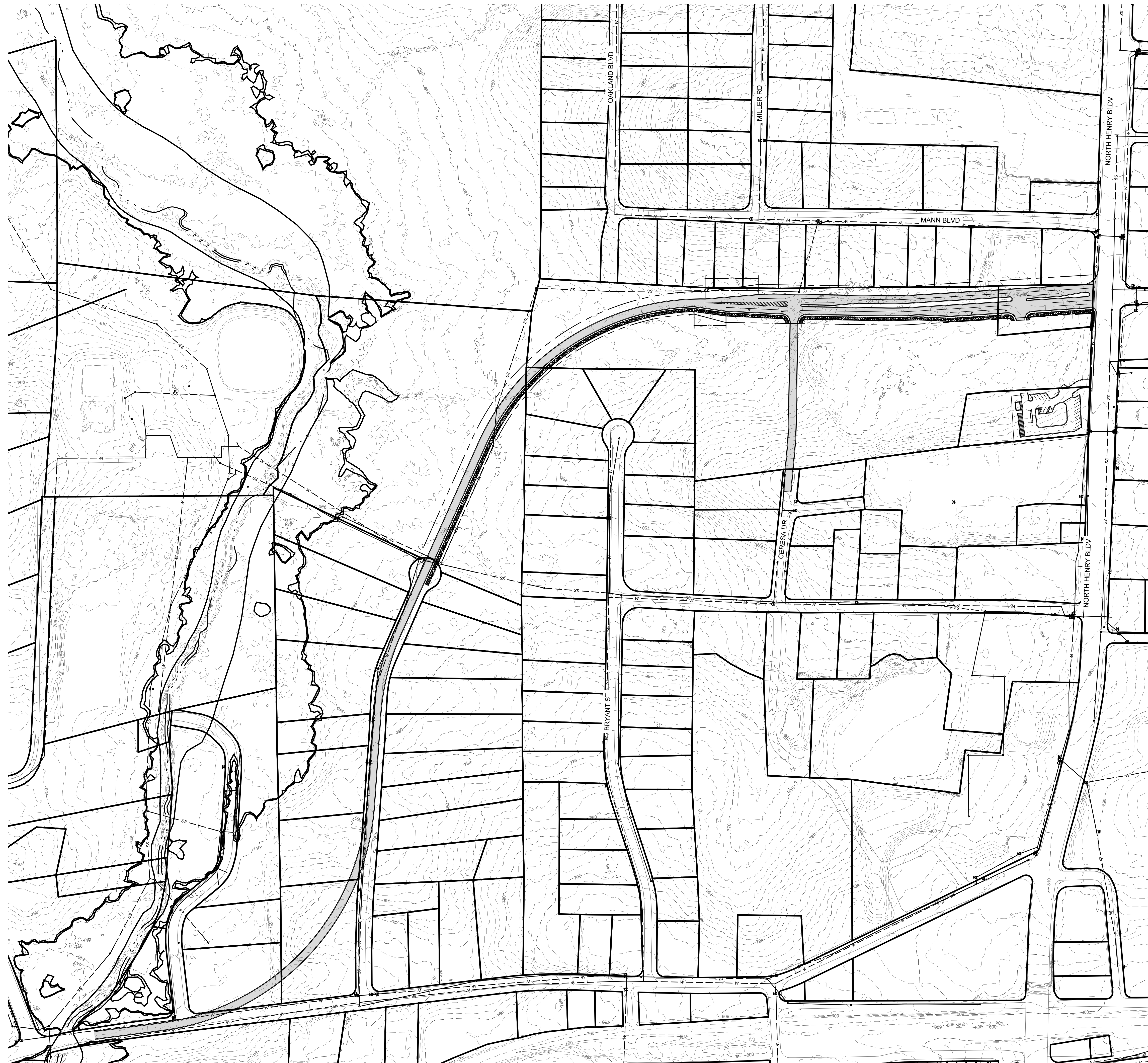
Know what's below.  
Call before you dig.  
UTILITIES PROTECTION CENTER  
1-800-285-6347  
OR DIAL 811

DATE:	5/9/25
SCALE:	AS SHOWN
PROJ NUMBER:	013.075
DRAWN BY:	NF
REVIEWED BY:	AP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

**1.0**



CIVIL ENGINEERING  
CONSTRUCTION MANAGEMENT  
LAND SURVEYING  
LANDSCAPE ARCHITECT  
LAND PLANNING

**FALCON DESIGN CONSULTANTS**

STOCKBRIDGE OFFICE  
231 CORP CTR DR, STE 200  
STOCKBRIDGE, GEORGIA 30281  
PH: 770.888.4644 FAX: 770.888.4656

NEWNAN OFFICE  
44 GREENWAY CT, STE A  
NEWNAN, GEORGIA 30256  
PH: 770.555.9978

CLARKSBURG OFFICE  
500 PERKLE FERRY RD, STE C  
CLARKSBURG, GEORGIA 30606  
PH: 678.807.1168

www.fdc-llc.com

CONCEPTUAL ROAD LAYOUT  
FOR  
**ROCK QUARRY ROAD  
EXTENSION**  
LOCATED IN:  
LAND LOTS 61, 62, 67, 68, DISTRICT 12  
CITY OF STOCKBRIDGE, GEORGIA

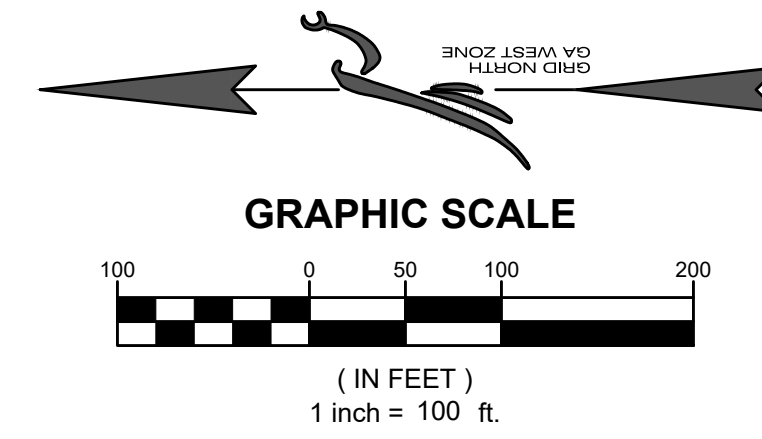
DATE	REVISIONS
1	
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Know what's below.  
Call before you dig.  
UTILITIES PROTECTION CENTER  
1.800.285.2822  
OR DIAL 811

DATE:	5/9/25
SCALE:	1" = 100'
PROJ NUMBER:	013.075
DRAWN BY:	NF
REVIEWED BY:	AP
REVISED BY:	

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER  
**2.0**



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To: City of Stockbridge  
4640 North Henry Blvd.  
Stockbridge, GA 30281  
Attn: Mr. Shawn Edmondson – City Manager

Date: December 3, 2025  
From: Falcon Design Consultants, LLC

---

Project: **Rock Quarry Road Extension**

TO No.: **FDC 2025.16**

---

### **Background Information**

*Falcon Design Consultants, LLC* has prepared this Task Order (TO) to assist the City of Stockbridge with topographic survey, boundary resolution, ROW resolution, underground utility locate, underground utility locate, wetlands/stream delineation, traffic study, and updating the concept plan for Rock Quarry Road extension.

---

### **Scope of Work:**

#### **Task – A. Topographic Survey:**

- Work to be performed using Lidar Technology and 2-man crew.
- Field surveys will be performed to determine elevations of drainage pipes, drains, invert elevations, manholes, drop inlets, pipe outlets, corners of buildings, structures, and drainage channels.
- Locate all under markings from Utility Marking, LLC.

*\*Client should notify the consultant if there are rock croppings, debris fields, stockpiles, or above ground structures that would need to be surveyed by a field survey crew. LiDAR scans will be referenced to State Plane Coordinate System (Georgia West NAD83 2011 Adjustment) and NAVD88 using eGPS Network. Scan data will be collected from approximately 170 feet above ground level and classified to generate a bare earth model. FDC is not responsible for the information or lack of information (including, but not limited to infrastructure, easements, buffers, flood, wetlands, and etc. locations) shown in CAD files, final plats, as-builts, or other files/documents provided by client or obtained through government websites. Client shall review prior to purchase or construction and notify FDC of any discrepancies.*

#### **Task – B. Boundary/ROW Resolution:**

- Resolve ROW boundaries in project area.
- Work to include field work and office time to complete boundary survey.
- Work to be performed using Georgia Plat Standards.

#### **Task – C. Underground Utility Locate:**

- Survey crew will survey locate the painted underground utilities.
- Underground utility performed in conjunction with Utility Marking, LLC.

#### **Task – D. Wetland/Stream Delineation:**

- Work to include field delineation, hanging sequentially numbered surveyor's ribbon at the first wetland/upland or stream/upland interface, marking jurisdictional streams, and logging the location of these resources using sub-meter accurate GPS equipment.
- Identification of aquatic areas that are believed to be jurisdictional to the USACE.

- Identification of “Buffered Waters of the State” that would be regulated by the Georgia Environmental Protection Division through the Erosion and Sedimentation Act of 1975 (OCGA 12-7-1) and the Stream Buffer Variance Process.
- Work to be performed in conjunction with Nelson Environmental, Inc.

**Task – E. Traffic Study:**

- Includes work to prepare a corridor study for the Rock Quarry Road extension project. Specifically, the project proposes extending Rock Quarry Road from North Henry Boulevard (SR 42/138/US 23) north to Old Conyers Road and includes the following improvements:
  - Addition of a 4th leg to the existing signalized intersection of Rock Quarry Road and SR 42/138/US 23.
  - Addition of new intersections at the following locations:
    - Rock Quarry Road Extension and Ceresa Drive (T-intersection)
    - Old Conyers Road and Rock Quarry Road Extension (T-intersection just east of Collier Road)
- Includes work to collect existing data at up to eight (8) intersections and project Opening Year and Design Year volumes; NV5 Engineers and Consultants, Inc. will also use available origin/destination data to project future trips. Using these volumes, we will analyze the improvements identified above for Opening Year and Design Year alternatives and provide operational recommendations, as needed. Lastly, NV5 Engineers and Consultants, Inc. will prepare the study for submittal to the City of Stockbridge.
- Work to be performed in conjunction with NV5 Engineers and Consultants, Inc.

**Task – F. Conceptual Design:**

- Design plans at 1:20 for approval by the City.
- Includes revisions after City review.
- Work to include, but not limited to, proposed layout, centerline alignment with radii shown, edges of pavement, proposed profile grade, property lines, property owners, existing and proposed rights-of-way, street names, major drainage structures, land lot lines, north arrow and legend.
- Includes two (2) sets of plans for public information.

**Task - G. Preliminary Engineering:**

- Preliminary plans shall include proposed plan view, profiles, typical sections, cross sections, proposed right-of-way, proposed easements, and proposed drainage including computations, for City review.
- Includes revisions after City review.
- Prints from these drawings will be forwarded by the City to utility companies for marking existing utility locations plan preparation.

**Task – H. Preliminary Hydro Analysis:**

- Analyze the need for bridge or culvert over stream crossing.
- Hec-Ras data to account for crossing need.

**Task – I. Engineer’s Estimate of Probable Cost:**

- Work to include an Engineer’s Estimate of Probable Cost for utilities, lighting, fencing, pavement, buildings, etc.

**Fee Estimate**

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

<u>Design Services:</u>	<u>Estimated Budget</u>
A. Topographic Survey:	\$15,000.00
B. Boundary/ROW Resolution:	\$15,000.00
C. Underground Utility Locate:	\$7,500.00
D. Wetland/Stream Delineation:	\$4,500.00
E. Traffic Study:	\$17,400.00
F. Conceptual Design:	\$12,000.00
G. Preliminary Engineering:	\$75,000.00
H. Preliminary Hydro Analysis:	\$20,000.00
I. Engineer's Estimate of Probable Cost:	\$1,500.00
	<b>Total: \$167,900.00</b>

- **FINAL ROAD DESIGN PLANS, INCLUDING BRIDGES, WILL BE ON A SEPARATE TASK ORDER IF NEEDED**

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

**Authorized:**

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

Authorized by: \_\_\_\_\_

Title: City Manager

Print Name: Mr. Shawn Edmondson

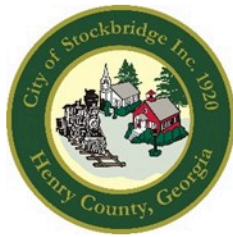
Date: \_\_\_\_\_

Authorized by:  \_\_\_\_\_

Title: Managing Partner

Print Name: Adam L. Price, P.E.

Date: 12/3/2025



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 24, 2026

### FUNDING SOURCE

- RESOLUTION
- ORDINANCE
- CONTRACT APPROVAL/RENEWAL
- PUBLIC HEARING
- PRESENTATION
- BID SELECTION/AWARD
- TASK ORDER
- CHANGE ORDER
- BUDGET AMENDMENT
- BUDGET TRANSFER
- PAYMENT APPROVAL
- OTHER

- GENERAL FUND
- FUND BALANCE
- SPLOST
- TSPLOST
- CDBG GRANT
- GRANT FUNDING
- TRAFFIC CAMERA FUNDING
- PARTNER/SPONSOR
- DEPARTMENT FUND BALANCE
- BOND

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

### ITEM/PROJECT/EVENT:

Rock Quarry Road Extension

Account No. 335-42200-541436

### BACKGROUND INFORMATION:

The Rock Quarry Road extension project was included in TSPLOST I.

### SIGNATURES:

CITY MANAGER Frank S. Milazi

CITY TREASURER Quinton Washington

CITY ATTORNEY \_\_\_\_\_

FINANCIAL IMPACT  N/A

AMOUNT:

\$167,900

ATTACHMENTS:

ITEM/PROJECT/EVENT:

Falcon Design Consultants, LLC will assist the City of Stockbridge with topographic survey, boundary resolution, ROW resolution, underground utility locate, underground utility locate, wetlands/stream delineation, traffic study, and updating the concept plan for Rock Quarry Road extension.

STAFF RECOMMENDATION:

Public Works approves this project.

eSigned via GovOS.com  
*Decius T. Aaron*  
Key: 7cb6e9e3-7863-4556-a458-502734485a99  
**SIGNED BY: DECIUS T. AARON**

STATE OF GEORGIA  
COUNTY OF HENRY  
CITY OF STOCKBRIDGE

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA APPROVING TASK ORDER NO. 2025.16 WITH FALCON DESIGN CONSULTANTS FOR PRELIMINARY DESIGN SERVICES FOR THE ROCK QUARRY ROAD EXTENSION PROJECT IN THE AMOUNT OF \$167,900.00; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

**WHEREAS**, the City has identified the Rock Quarry Road Extension as a transportation improvement project necessary to enhance connectivity, traffic flow, and public safety within the City; and

**WHEREAS**, Falcon Design Consultants currently provides professional engineering services to the City pursuant to an existing on-call or continuing services agreement; and

**WHEREAS**, Task Order No. 2025.16 provides for preliminary design services for the Rock Quarry Road Extension project, for a total cost for the preliminary design services under Task Order No. 2025.16 is One Hundred Sixty-Seven Thousand Nine Hundred Dollars and Zero Cents (\$167,900.00), as described in the attached Exhibit A; and

**WHEREAS**, funding for this project is available through Transportation Special Purpose Local Option Sales Tax (TSPLOST) proceeds; and

**WHEREAS**, the Mayor and City Council find that approval of this Task Order is in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA AS FOLLOWS:**

**SECTION 1. APPROVAL OF TASK ORDER 2025.16.**

The City hereby approves Task Order No. 2025.16 with Falcon Design Consultants for Preliminary Design Services – Rock Quarry Road Extension, in the amount of \$167,900.00, as described in the attached Exhibit A, with funds to be used from TSPLOST.

**SECTION 2. ADMINISTRATIVE IMPLEMENTATION.**

The City Manager, or his designee, is hereby authorized and directed to execute all necessary actions consistent with this Resolution.

**SECTION 3. SEVERABILITY.**

If any part of this resolution is adjudged invalid, such judgment shall not affect the remainder of this resolution.

**SECTION 4. CITY ATTORNEY'S AUTHORITY.**

Pursuant to the City's charter and with explicit consent of the City Council, the City Attorney is duly authorized to make requisite amendments to all contracts, ordinances, resolutions, and documents, as may be necessary, in order to secure conformity with the express intent of the City Council and to ensure adherence to all pertinent laws and ordinances of the City.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall be effective immediately upon adoption.

**RESOLVED this 24<sup>th</sup> of February, 2026.**

\_\_\_\_\_  
Jayden Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cassandra Lester, Interim City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Quinton G. Washington, City Attorney

**Resolution 21-233**

**RESOLUTION CALLING FOR AN ELECTION TO IMPOSE  
A SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA IMPOSING A SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 5A OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE RATE OF SUCH TAX; SPECIFYING THE MAXIMUM AMOUNT OF REVENUES TO BE RAISED BY THE TAX; SPECIFYING THE ESTIMATED COST OF THE PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT IN CONJUNCTION WITH SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION TO JOIN IN A CALL FOR ELECTION OF THE VOTERS OF HENRY COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

**WHEREAS**, Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Act") authorizes the imposition of a special district mass transportation sales and use tax for the purpose of financing certain transportation purposes; and

**WHEREAS**, the Board of Commissioners of Henry County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of Henry County that such sales and use tax (the "TSPLOST") be imposed within a special district co-extensive with Henry County (the "Special District") to raise the sum \$245,000,000 for the purposes described hereinbelow; and

**WHEREAS**, on April 15, 2021, pursuant to the procedures set out in O.C.G.A. §48-8-262(a), the County conducted a meeting at which designated representatives of the County, the City of Hampton, the City of Locust Grove, the City of McDonough and the City of Stockbridge (collectively, the "Municipalities") met and discussed the imposition of the TSPLOST, the distribution of TSPLOST proceeds and possible projects and purposes for inclusion in the proposed referendum; and

**WHEREAS**, prior to giving notice of the meeting with the Municipalities, the County determined that a majority of the governing authorities of counties within the Atlanta Regional Commission of Georgia have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

**WHEREAS**, the County has entered into an intergovernmental agreement (the "Intergovernmental Agreement") with the Municipalities, a copy of which is attached hereto as Exhibit A, complying with the requirements of O.C.G.A. § 48-8-262(b); and

**WHEREAS**, the Intergovernmental Agreement describes the transportation purposes and projects of the County (the "County Projects"), the transportation purposes and projects of the City of Hampton (the "Hampton Projects"), the transportation purposes and projects of the City of Locust Grove (the "Locust Grove Projects"), the transportation purposes and projects of the City of McDonough (the "McDonough Projects") and the transportation purposes and projects of the City of Stockbridge (the "Stockbridge Projects" and together with the County Projects, the Hampton Projects, the Locust Grove Projects and the McDonough Projects, the "Projects"), and the approximate cost of each, to be funded with the proceeds of the TSPLOST; and

**WHEREAS**, the Board of Commissioners has determined that the County should issue its general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Board of Commissioners may approve) in the aggregate principal amount of \$120,000,000 in conjunction with the imposition of the TSPLOST, to be payable first from the separate account in which are placed the proceeds received by the County from the TSPLOST and then from the general funds of the County, for the purpose of providing funds to pay the costs of the County Projects; and

**WHEREAS**, the City Council of the City of Locust Grove, Georgia ("Locust Grove") has determined that Locust Grove should issue its general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the City Council of Locust Grove may approve) in the aggregate principal amount of \$7,200,000 in conjunction with the imposition of the TSPLOST, to be payable first from the separate account in which are placed the proceeds received by Locust Grove from the TSPLOST and then from the general funds of Locust Grove, for the purpose of providing funds to pay the costs of the Locust Grove Projects, to enable Locust Grove to complete the Locust Grove Projects before the TSPLOST is collected, and the City Council of Locust Grove has requested the Board of Commissioners to include approval for the issuance of such general obligation debt of Locust Grove in the referendum to approve the imposition of the TSPLOST; and

**WHEREAS**, under the Constitution and statutes of the State of Georgia, it is necessary to submit to the qualified voters of the Special District the question of whether or not the TSPLOST should be imposed for the purposes described above, (1) which proposal, if approved by the voters of the County, shall also constitute approval of the issuance of general obligation debt of the County in the aggregate principal amount of \$120,000,000 for the County Projects, and (2) which proposal, if approved by the voters of Locust Grove, shall also constitute approval of the issuance of general obligation debt of Locust Grove in the aggregate principal amount of \$7,200,000 for the Locust Grove Projects.

**NOW, THEREFORE**, the Board of Commissioners of Henry County, Georgia, hereby resolves as follows:

**A. Imposition of TSPLOST.** Provided that the question of imposing the TSPLOST is approved by the majority of the voters of the County voting in the election hereinafter referred to, the TSPLOST is hereby imposed as follows:

1. In order to finance the purposes described herein, the TSPLOST at the rate or in the amount of one (1%) percent on all sales and uses in the Special District is hereby imposed, and shall be levied and collected as provided in the Act.

2. The proceeds of such TSPLOST shall be used to pay the cost of the Projects and to pay the general obligation debt that may be issued in conjunction with the imposition of the TSPLOST as described below.

3. The approximate cost of the Projects, which shall also be the maximum amount of the net proceeds to be raised by the TSPLOST, is \$245,000,000.

4. The TSPLOST is imposed for a maximum period of time of five (5) years.

**B. General Obligation Debt of the County.**

1. If the imposition of the TSPLOST is approved by the voters of the Special District in the referendum referred to below, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Board of Commissioners may approve) of the County (the "County Debt") in the aggregate principal amount of \$120,000,000 in conjunction with the imposition of the TSPLOST, to be payable first from the separate account in which are placed the proceeds received by the County from the TSPLOST and then from the general funds of the County, for the purpose of providing funds to pay the cost of the County Projects. Such County Debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the Board of Commissioners may approve, shall be in such denomination or denominations as the Board of Commissioners may approve, and shall bear interest from date at such rate or rates as the Board of Commissioners may approve but not exceeding five percent (5.0%) per annum in any year. Principal of the County Debt shall mature (on the dates and by scheduled maturity or by mandatory redemption, as the Board of Commissioners may approve) in the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2023	\$ 21,715,000
2024	22,805,000
2025	23,945,000
2026	25,140,000
2027	26,395,000

2. The County Debt may be issued in one or more series, and on one or more dates of issuance as the Board of Commissioners may approve; provided, however, that the aggregate principal amount of such County Debt shall not exceed \$120,000,000. The County Debt may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Board of

Commissioners. The County Debt would be repayable during the period of receipt of the TSPLOST or within three months after the last scheduled receipt.

3. Part of the proceeds of the TSPLOST received by the County will be used for payment of the County Debt in conjunction with the imposition of the TSPLOST, and the remaining proceeds of the TSPLOST will be used to fund the County Projects to the extent such transportation projects have not been funded with proceeds of such County Debt.

4. Any brochures, listings or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the County Debt and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such County Debt or interest received from the investment of the proceeds of such County Debt, to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

**C. General Obligation Debt of the City of Locust Grove.**

1. If the imposition of the TSPLOST is approved by the voters of Locust Grove in the referendum referred to below, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the City Council of Locust Grove may approve) of Locust Grove in the aggregate principal amount of \$7,200,000 in conjunction with the imposition of the TSPLOST, to be payable first from the separate account in which are placed the proceeds received by Locust Grove from the TSPLOST and then from the general funds of Locust Grove, for the purpose of providing funds to pay the cost of the Locust Grove Projects. Such general obligation debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the City Council of Locust Grove may approve, shall be in such denomination or denominations as the City Council of Locust Grove may approve, and shall bear interest from date at such rate or rates as the City Council of Locust Grove may approve but not exceeding five percent (5.0%) per annum in any year. All interest shall be payable semiannually on June 1 and December 1 in each year, beginning December 1, 2022, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the City Council of Locust Grove may approve) on the dates and in the amounts as follows:

<u>June 1 of the Year</u>	<u>Amount</u>
2023	\$1,405,000
2024	1,425,000
2025	1,440,000
2026	1,455,000
2027	1,475,000

2. The general obligation debt may be issued in one or more series, and on one or more dates of issuance as the City Council of Locust Grove may approve; provided, however, that the aggregate principal amount of such general obligation debt shall not exceed \$7,200,000. The general obligation debt may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the City Council of Locust Grove.

3. Part of the proceeds of the TSPLOST received by Locust Grove will be used for payment of general obligation debt issued by Locust Grove in conjunction with the imposition of the TSPLOST, and the remaining proceeds of the TSPLOST will be used to fund the Locust Grove Projects to the extent such transportation projects have not been funded with proceeds of such general obligation debt.

4. Any brochures, listings, or other advertisements issued by the City Council of Locust Grove or by any other person, firm, corporation, or association with the knowledge and consent of the City Council of Locust Grove shall be deemed to be a statement of intention of the City Council of Locust Grove concerning the use of the bond funds or interest received from such bond funds that have been invested.

**D. Call for the Election; Ballot Form; Notice.**

1. The Board of Elections and Registration of Henry County is hereby requested to call an election in all voting precincts in the County on the 2nd day of November, 2021, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.

2. The ballots to be used in the election shall have written or printed thereon substantially the following:

<p>( ) Yes</p>	<p>Shall a special one percent (1%) sales and use tax be imposed in the special district of Henry County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$245,000,000 for transportation purposes and projects of (i) Henry County (the "Henry County Projects"), (ii) the City of Hampton, (iii) the City of Locust Grove (the "Locust Grove Projects"), (iv) the City of McDonough and (v) the City of Stockbridge, all as provided in an Intergovernmental Agreement dated July 7, 2021 among Henry County, the City of Hampton, the City of Locust Grove, the City of McDonough and the City of Stockbridge?</p>
<p>( ) No</p>	
<p>If the imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Henry County, in the principal amount of up to \$120,000,000 for the purpose of the Henry County Projects.</p>	

	If imposition of the tax is approved by the voters of the City of Locust Grove, Georgia, such vote shall also constitute approval of the issuance of general obligation debt of the City of Locust Grove, Georgia, in the principal amount of \$7,200,000 for the purpose of the Locust Grove Projects.
--	---

3. It is hereby requested that the election be held by the Board of Elections and Registration of Henry County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Board of Elections and Registration of Henry County canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue.


4. The Board of Elections and Registration of Henry County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for up to five (5) weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit B.

- E. **Intergovernmental Agreement.** The Intergovernmental Agreement in substantially the form attached hereto as Exhibit A is hereby ratified and approved in all respects.
- F. **Board of Elections and Registration.** The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this Resolution to the Board of Elections and Registration of Henry County, with a request that the Board of Elections and Registration of Henry County join in this call for an election.
- G. **Further Actions.** The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of the TSPLOST and the authorization of the County Debt.
- H. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

SO RESOLVED, this 20 day of July, 2021.

**BOARD OF COMMISSIONERS OF  
HENRY COUNTY, GEORGIA**

By:   
Chairman

ATTEST:

  
Clerk



**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT**

**STATE OF GEORGIA  
COUNTY OF HENRY**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this 7 day of July, 2021 by and among Henry County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Hampton, Georgia, a municipal corporation, the City of Locust Grove, Georgia, a municipal corporation, the City of McDonough, a municipal corporation, and the City of Stockbridge, Georgia, a municipal corporation, (hereinafter the "Municipalities" or "Cities"), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a single county Special District Mass Transportation Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

**WHEREAS**, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Atlanta Regional Commission have not proposed a referendum on a regional special district transportation sales and use tax; and

**WHEREAS**, the governing authorities of the County and the Municipalities met together on April 15, 2021 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

**WHEREAS**, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

**WHEREAS**, the County proposes to issue general obligation debt in the amount of up to \$165,000,000 to fund some of the Projects defined herein;

**NOW THEREFORE**, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

**Section 1. Representation of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 2, 2021, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Henry County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2022 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$165,000,000 to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$245,000,000 (Two Hundred and Forty-Five Million Dollars).

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualified municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

**Section 2. Conditions Precedent.** The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Henry County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

**Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax.** The TSPLOST, subject to approval in an election to be held on November 2, 2021, shall be imposed at

the rate of one percent (1%). The total estimated dollar amount is \$245,000,000 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Henry County), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2022.

**Section 4. Effective Date and Term of This Agreement.** This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Henry County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

**Section 5. Purposes and Projects, Priority and Order of Funding.**

- (a) In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the total net proceeds (\$239,550,000) shall be utilized for the following transportation purposes (the "Purposes"): roads, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- (b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the "Projects"), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).
- (c) All Projects and Purposes described herein shall be funded from TSPLOST proceeds as provided in this Agreement, and as specified in Exhibit A. No party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

**Section 6. TSPLOST Funds; Separate Accounts; No Commingling.**

- (a) A special fund or account shall be created by the County and designated as the 2022 Henry County Special District Mass Transportation Special Option Sales Tax Fund (the "County TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST 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 2022 [*Municipality name*] Special District Mass Transportation Local Option Sales Tax Fund (each a "Municipal TSPLOST Fund"). Each Municipality shall select a local bank which

shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST 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 7, TSPLOST proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

**Section 7. Procedure for Disbursement of TSPLOST Proceeds.**

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c). The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows:

1. Henry County: 68.88%
2. City of Hampton: 3.45%
3. City of Locust Grove: 3.51%
4. City of McDonough: 11.41%
5. City of Stockbridge: 12.75%

**Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.**

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which

requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

**Section 9. Completion of Projects.**

(a) The County and the 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 Municipal Project 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 the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

**Section 10. Certificate of Completion and Termination.** Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other 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. The County Debt.**

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of up to \$165,000,000.

The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.

(b) The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligation of the County to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this

Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

**Section 12. Expenses.** The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

**Section 13. Default.** The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

**Section 14. Liability for Noncompliance.** The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. 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 15. 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 instrument.

**Section 16. Governin<sup>g</sup> Law.** This Agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

**Section 17. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**Section 18. Entire Agreement.** This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

**Section 19. 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 20. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

(a) Henry County Board of Commissioners  
140 Henry Parkway  
McDonough, GA 30253  
Attention: County Manager

(b) City of Hampton  
17 East Main Street South  
Hampton, GA 30228  
Attention: City Manager

(c) City of Locust Grove  
3644 Highway 42  
Locust Grove, GA 30248  
Attention: City Manager

(d) City of McDonough  
136 Keys Ferry Street  
McDonough, GA 30253  
Attention: City Administrator

(e) City of Stockbridge  
4640 North Henry Boulevard  
Stockbridge, GA 30281  
Attention: City Manager

**IN WITNESS WHEREOF**, all parties hereto agree.

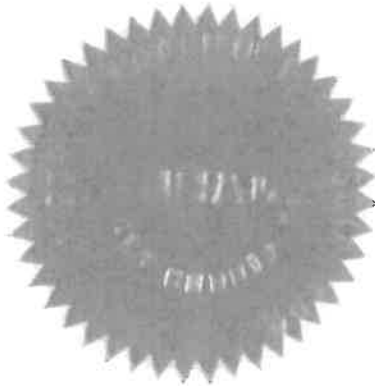
**SIGNATURES ON FOLLOWING TWO PAGES**

**HENRY COUNTY, GEORGIA**

By:   
Carlotta Harrell, Board of Commissioners Chair

Attest:

 7/7/21  
Stephanie Braun, Clerk Date



**CITY OF HAMPTON**

By:   
Mayor

Attest:

 7/13/2021  
City Clerk Date

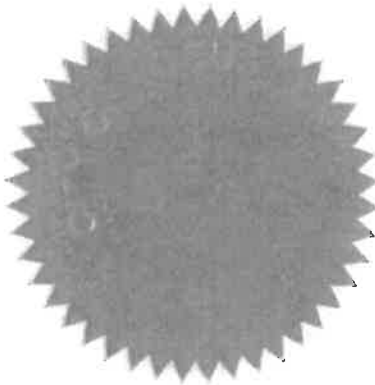


**CITY OF LOCUST GROVE**

By:   
Mayor

Attest:

 07/19/21  
City Clerk Date



**CITY OF MCDONOUGH**

By: *Bobby Coyne*  
Mayor

Attest:

*Janis C. Price*  
City Clerk

*7-16-2021*  
Date



**CITY OF STOCKBRIDGE**

By: *Richard Lord*  
Mayor

Attest:

*Teresa Heddy*  
City Clerk

*7/13/2021*  
Date



**EXHIBIT A**

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	<b>Project</b>	<b>Purpose</b>	<b>Estimated Cost</b>
Henry County	State Route 81 Widening -- Phase I	Widen from Postmaster Drive to North Bethany Road	\$28,000,000
	Bill Gardner Parkway Widening	Widen from SR 155 to I-75	\$34,000,000
	Jonesboro Road Widening	Widen from Mill Road to North Mount Carmel Road	\$35,000,000
	Mill Road Widening	Widen from Flea Market to Jonesboro Road	\$5,000,000
	McDonough Parkway Extension	SR 42 to SR 155	\$14,000,000
	Rock Quarry Road Widening	Widen from Hospital Drive to SR 138	\$27,000,000
	Fairview Road Widening	Widen from Hearn Road to SR 155	\$12,000,000
	Countywide Road Resurfacing, Sidewalks, Intersection Improvements, Pedestrian Bridges, and Bike Paths	Road maintenance	\$10,002,040 [ \$250,000 of District 1 funds transferred to Locust Grove's SR 42 project ]
City of Hampton	Elm Street	Replace existing CMP with box culvert and headwall, utility relocation, right-of-way and easement acquisition, flood analysis, road section widening with new sidewalks	\$850,000
	College Street	Replace failing pipes and structures, relocate utilities, rebuild storm manholes and	\$425,000

		structures, curb and gutter, and sidewalks	
	Central Avenue	Replace failing pipes and structures, relocate utilities, rebuild storm manholes and structures, curb and gutter, and sidewalks	\$322,000
	Lower Woolsey Road	Stormwater infrastructure, curb and gutter, sidewalks and trail, utility coordination, driveway/curb cuts improvements, resurfacing	\$2,200,000
	Barham Street	Widening road section to include one-way travel lane with on-street parking, curb and gutter, storm infrastructure, milling and paving, right-of-way acquisition, and sidewalks	\$650,000
	E. Main Street from HWY 20 north to City Limits	Resurfacing and sidewalks	\$1,200,000
	Elm Street from E. Main to Bridge Mill Drive	Resurfacing and sidewalks	\$500,000
	McDonough Street	Resurfacing and sidewalks	\$350,000
	E. King, McDonough, and Rosenwald Intersection	Intersection Improvement	\$1,200,000
	Hampton-Locust Grove Road and McDonough Street	Intersection Improvement	\$380,000
	Resurfacing Projects – Targeted Areas	Citywide	\$1,400,000
City of Locust Grove	State Route 42 Congestion Relief Projects	Widen from Colvin Drive to MLK, Jr. Boulevard	\$3,500,000
	Bill Gardner West Enhancements/Widening	Widen between I-75 ramps	\$500,000
	State Route 42 Extra Lane	Widen from Bill Gardner Parkway to Market Place	\$900,000

		Boulevard	
	Resurfacing Projects – Targeted Areas	Citywide	\$2,150,000
	State Route 42 and Bethlehem Road	Signal/intersection improvement	\$200,000
	Bikeway/Pathway Network	Shared use signage	\$250,000
City of McDonough	State Route 42 from Highway 42 North to State Route 138	Widening/Relocation of Utility Lines	\$1,100,000
	State Route 81 from Postmaster Drive to North Bethany Road	Widening/Relocation of utility lines	\$7,740,000
	State Route 20 at McGarity Road and Lawrenceville Street	Dual roundabouts and relocation of utility lines	\$1,100,000
	Turner Church Road at State Route 20	Roundabout; acquisitions (as applicable); relocation of utility lines	\$250,000
	Racetrack Road at Travis Road	Intersection improvements; roundabout; relocation of utility lines	\$1,125,000
	State Route 155 from I-75 North to State Route 42	Widening of SR 155 and relocation of utility lines	\$155,000
	McDonough Parkway to Bridges Road	Intersection improvements; roundabout; relocation of utility lines	\$1,125,000
	Racetrack Road at Iris Drive	Intersection improvements; roundabout; relocation of utility lines	\$800,000
	McDonough Parkway from Highway 155 to Turner Church Road	Overpass at Turner Church Road and SR 155	\$750,000
	Bridges Road to Simpson Street	Street alignment	\$1,500,000
	Geranium Park at Highway 155/Judy Drive	Relocation of utility lines; construction of stormwater dam; walking trail	\$510,000
	Veterans Drive (North) to Oak Park	Streambank restoration to include stormwater project	\$375,000

	Alexander Park West Trails	Walking and biking multipurpose trails	\$812,600
	Jonesboro Road Park	Walking and biking multipurpose trails	\$203,150
	Avalon Park	Walking and biking multipurpose trails	\$225,000
	West Alexander Park and McDonough Parkway	Overlook deck at Trussell; pre-fab bridge; walking trail	\$725,000
	State Route 20 from Turner Church Road to Dual Roundabout	Sidewalk connectivity	\$510,000
	State Route 155 North from Lawrenceville St. to Turner Church Road	Sidewalk connectivity	\$654,500
	South Zach Hinton Parkway from Commerce Street to Bryan Street	Sidewalk connectivity	\$210,000
	Old Griffin Road	Sidewalk connectivity; curb and gutter; stormwater	\$1,500,000
	Road Resurfacing	67 city streets	\$5,250,000
City of Stockbridge	Wilson Avenue, Nolan Street, Childs Street, Wilson Street, Walker Street, Welch Street, Jennings Way, Second Street, First Street, Tye Street, Church Street, and Carrie Mae Lane	Curb and gutter, sidewalks, and widening	\$2,500,000
	Davidson Parkway	Resurfacing and sidewalks	\$1,500,000
	Old Atlanta Road	Resurfacing and sidewalks	\$1,500,000
	Tye Street	Sidewalks	\$2,200,000
	Davis Road	Curb and gutter and sidewalks from Shields Road to Clark Park	\$2,500,000
	Reeves Creek Trail Extension – 2 Miles	Trail	\$2,800,000
	Brush Creek Trail – 1.5 Miles	Trail	\$2,400,000
	MLK Sr. Heritage Trail, Spur Trail to Floyd Church Baptist Church – 0.25 Mile	Trail	\$425,000
	MLK Sr. Heritage Trail, Green Front Café – 0.25 Mile	Trail	\$355,000
	Continuation of MLK Sr. Heritage Trail – 0.75 Mile	Trail	\$625,000
	Potential Trailhead Location with Reeves Creek Trail Link at MLK Sr. Heritage Trail	Trail	\$500,000

	Country Club Drive	Traffic and safety Improvements	\$1,000,000
	Burke Street	Sidewalks and pedestrian improvements	\$500,000
	Love Street	Sidewalks and pedestrian improvements	\$500,000
	Walt Stephens Road Trail – 1.75 Miles	Trail	\$3,000,000
	Rock Quarry Road	Road widening	\$4,000,000
	Rock Quarry Road Extension	New road	\$2,000,000
	Hudson Bridge Road/Eagles Landing Parkway	Road resurfacing	\$489,982
	Downtown Pedestrian Bridge	Pedestrian bridge	\$800,000
	Campground Road	Sidewalks	\$500,000
	Peach Drive	Sidewalks	\$300,000

**EXHIBIT "B"**

**NOTICE OF ELECTION**

**TO THE QUALIFIED VOTERS OF HENRY COUNTY, GEORGIA:**

NOTICE IS HEREBY GIVEN that on the 2nd day of November, 2021, an election will be held at the regular polling places in all the election districts of Henry County, Georgia ("Henry County"), at which time there will be submitted to the qualified voters of Henry County for their determination the question of whether a special one percent (1%) sales and use tax be imposed in the special district of Henry County for a period of time not to exceed five (5) years and for the raising of not more than an estimated amount of \$245,000,000 for the purpose of funding transportation purposes and projects of Henry County (the "Henry County Projects"), the City of Hampton, the City of Locust Grove (the "Locust Grove Projects"), the City of McDonough and the City of Stockbridge.

If the imposition of the sales and use tax is approved by the voters of Henry County in the referendum described in this notice, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the Board of Commissioners of Henry County (the "Board of Commissioners") may approve) of Henry County in the aggregate principal amount of \$120,000,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by Henry County from the sales and use tax and then from the general funds of Henry County, for the purpose of providing funds to pay the cost of the Henry County Projects. Such general obligation debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the Board of Commissioners may approve, shall be in such denomination or denominations as the Board of Commissioners may approve, shall bear interest from date at such rate or rates as the Board of Commissioners may approve but not exceeding five percent (5.0%) per annum in any year. The principal of such general obligation debt shall mature (on the dates and by scheduled maturity or by mandatory redemption, as the Board of Commissioners may approve) in the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
2023	\$ 21,715,000
2024	22,805,000
2025	23,945,000
2026	25,140,000
2027	26,395,000

The general obligation debt of Henry County may be issued in one or more series, and on one or more dates of issuance as the Board of Commissioners may approve; provided, however, that the aggregate principal amount of such general obligation debt shall not exceed \$120,000,000. The general obligation debt of Henry County may be made subject to redemption prior to maturity,

to the extent permitted by law, upon terms and conditions to be determined by the Board of Commissioners.

If the imposition of the sales and use tax is approved by the voters of the City of Locust Grove, Georgia (“Locust Grove”), in the referendum described in this notice, such vote shall also constitute approval of the issuance of general obligation debt (in the form of general obligation bonds, promissory notes, or other instruments, as the City Council of Locust Grove (the “Locust Grove Governing Body”) may approve) of Locust Grove in the aggregate principal amount of \$7,200,000 in conjunction with the imposition of the sales and use tax, to be payable first from the separate account in which are placed the proceeds received by Locust Grove from the sales and use tax and then from the general funds of Locust Grove, for the purpose of providing funds to pay the cost of the Locust Grove Projects. Such general obligation debt, if so authorized, shall be dated as of the date of delivery or such other date(s) as the Locust Grove Governing Body may approve, shall be in such denomination or denominations as the Locust Grove Governing Body may approve, shall bear interest from date at such rate or rates as the Locust Grove Governing Body may approve but not exceeding five percent (5.0%) per annum in any year, and shall provide for interest to be payable semiannually on June 1 and December 1 in each year, beginning December 1, 2022, and the principal shall mature (by scheduled maturity or by mandatory redemption, as the Locust Grove Governing Body may approve) on the dates and in the amounts as follows:

<u>June 1 of the Year</u>	<u>Amount</u>
2023	\$1,405,000
2024	1,425,000
2025	1,440,000
2026	1,455,000
2027	1,475,000

The general obligation debt of Locust Grove may be issued in one or more series, and on one or more dates of issuance as the Locust Grove Governing Body may approve; provided, however, that the aggregate principal amount of such general obligation debt shall not exceed \$7,200,000. The general obligation debt of Locust Grove may be made subject to redemption prior to maturity, to the extent permitted by law, upon terms and conditions to be determined by the Locust Grove Governing Body.

Voters desiring to vote for the imposition of the sales and use tax shall do so by voting “YES” and voters desiring to vote against the imposition of the sales and use tax shall do so by voting “NO”, as to the question propounded, to wit:

“Shall a special one percent (1%) sales and use tax be imposed in the special district of Henry County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$245,000,000 for transportation purposes and projects of (i) Henry County (the “Henry County Projects”), (ii) the City of Hampton, (iii) the City of Locust Grove (the “Locust Grove Projects”), (iv) the City of McDonough and (v) the City of Stockbridge, all as provided in an Intergovernmental Agreement dated July 7, 2021 among Henry County, the City

of Hampton, the City of Locust Grove, the City of McDonough and the City of Stockbridge?

If the imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Henry County, in the principal amount of up to \$120,000,000 for the purpose of the Henry County Projects.

If imposition of the tax is approved by the voters of the City of Locust Grove, Georgia, such vote shall also constitute approval of the issuance of general obligation debt of the City of Locust Grove, Georgia, in the principal amount of \$7,200,000 for the purpose of the Locust Grove Projects.”

The several places for holding the election shall be in the regular and established precincts of Henry County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on November 2, 2021, the date fixed for the election. Advance voting will be conducted in accordance with law. Those qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

The last day to register to vote in this election is October 4, 2021, through 5:00 p.m.

Any brochures, listings or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the bond funds or interest received from such bond funds that have been invested.

Any brochures, listings, or other advertisements issued by the Locust Grove Governing Body or by any other person, firm, corporation, or association with the knowledge and consent of the Locust Grove Governing Body shall be deemed to be a statement of intention of the Locust Grove Governing Body concerning the use of the bond funds or interest received from such bond funds that have been invested.

Those residents of Henry County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

**BOARD OF ELECTIONS AND  
REGISTRATION OF HENRY COUNTY**



# City of Stockbridge

## AGENDA ITEM

MEETING DATE

### FUNDING SOURCE

- RESOLUTION
- ORDINANCE
- CONTRACT APPROVAL/RENEWAL
- PUBLIC HEARING
- PRESENTATION
- BID SELECTION/AWARD
- TASK ORDER
- CHANGE ORDER
- BUDGET AMENDMENT
- BUDGET TRANSFER
- PAYMENT APPROVAL
- OTHER

- GENERAL FUND
- FUND BALANCE
- SPLOST or TSPLOST
- ARPA
- GRANT
- HOTEL/MOTEL TOURISM
- COUNCIL INITIATIVE
- PARTNER/SPONSOR
- DEPARTMENT FUND BALANCE
- BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

DEPARTMENT:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

APPROVALS: CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

GRANTS ADMIN. \_\_\_\_\_

FINANCIAL IMPACT  N/A

AMOUNT \$

ATTACHMENTS:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

**STAFF RECOMMENDATION:**

Staff Signature \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF HENRY  
CITY OF STOCKBRIDGE

**RESOLUTION NO. R26-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA AUTHORIZING THE CITY TREASURER/CHIEF FINANCIAL OFFICER TO MAKE ARRANGEMENTS FOR REIMBURSEMENT TO HENRY COUNTY PURSUANT TO TSPLOST RESOLUTION NO. 21-233 FOR THE ROCK QUARRY ROAD PROJECT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

**WHEREAS**, Henry County and the City of Stockbridge approved Transportation Special Purpose Local Option Sales Tax (TSPLOST) Resolution No. 21-233 identifying certain transportation projects for funding; and

**WHEREAS**, the Rock Quarry Road Project was identified as an approved TSPLOST project; and

**WHEREAS**, pursuant to Resolution No. 21-233 and the intergovernmental understanding between Henry County and the City of Stockbridge, the City agreed to contribute Four Million Dollars (\$4,000,000.00) toward the cost of construction of the Rock Quarry Road Project; and

**WHEREAS**, Henry County has undertaken or will undertake expenditures associated with the construction of the Rock Quarry Road Project; and

**WHEREAS**, the Mayor and City Council desire to authorize the City Treasurer/Chief Financial Officer to make all necessary financial arrangements to reimburse Henry County consistent with the City's obligations under TSPLOST Resolution No. 21-233.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA AS FOLLOWS:**

**SECTION 1. AUTHORIZATION.**

The City Treasurer/Chief Financial Officer is hereby authorized and directed to take all necessary actions to arrange for and process reimbursement payments to Henry County in an amount not to exceed Four Million Dollars (\$4,000,000.00), consistent with the City's financial obligation under TSPLOST Resolution No. 21-233 for the Rock Quarry Road Project.

Such reimbursement shall be made from available TSPLOST funds or other legally authorized funding sources consistent with the approved project list and applicable law.

**SECTION 2. ADMINISTRATIVE IMPLEMENTATION.**

The City Treasurer, or his designee is hereby authorized to execute any necessary documents and take such additional administrative actions as may be required to effectuate the intent of this Resolution.

**SECTION 3. SEVERABILITY.**

If any part of this resolution is adjudged invalid, such judgment shall not affect the remainder of this resolution.

**SECTION 4. CITY ATTORNEY’S AUTHORITY.**

Pursuant to the City's charter and with explicit consent of the City Council, the City Attorney is duly authorized to make requisite amendments to all contracts, ordinances, resolutions, and documents, as may be necessary, in order to secure conformity with the express intent of the City Council and to ensure adherence to all pertinent laws and ordinances of the City.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall be effective immediately upon adoption.

**RESOLVED this 24<sup>th</sup> of February, 2026.**

\_\_\_\_\_  
Jayden Williams, Mayor  
ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Cassandra Lester, Interim City Clerk

\_\_\_\_\_  
Quinton G. Washington, City Attorney