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AIMEE HARRIS DAVIS
LUKE R. MOSES

REPLY TO:

MEMORANDUM

Court Street Office

TO: Honorable Paul Hawkins, Mayor

FROM: Kelly Davis, County Attorney

DATE: October 23, 2019

RE: Transportation Special Purpose Local Option Sales and Use Tax ("TSPLOST")

In anticipation of your meeting on **November 12, 2019**, I've attached the resolution to be adopted by the Flemington City Council approving the TSPLOST Intergovernmental Agreement (which is attached to the Resolution as Exhibit "A"). The Intergovernmental Agreement is required by State law in order to impose the one (1%) percent TSPLOST, which will be submitted to the voters on March 24, 2020 (in conjunction with the presidential primary). The TSPLOST Intergovernmental Agreement is very similar to the agreements entered into between the County and local municipalities in connection with SPLOST, and, among other provisions (1) establishes the rate of the TSPLOST (i.e. 1%); (2) provides for a pro rata revenue allocation to each local government based on population; and (3) allows the Georgia Dept. of Revenue to make direct disbursements to each city of its portion of the TSPLOST as it is collected.

As previously discussed, **the Resolution must be DULY ADOPTED by your Council at its next meeting on November 12, 2019** in order to conform to the State election schedule. Given the time sensitive nature of this process and to ensure that a quorum will be present, it is requested that each member of your Council be contacted and reminded of the importance of attending this meeting. If your meeting date has changed, please let me know as soon as possible so that appropriate adjustments can be made. I also ask that the Resolution be formally placed on the meeting agenda.

Joey Brown and/or I will attend your meeting to further explain the process and answer any questions that you or any Council member may have. In the meantime, please don't hesitate to email (kdavis@jojlaw.com) or call me at (912) 977-0623 if you would like to discuss this matter. I will be happy to help in any way possible.

Should you wish, please feel free to forward this Memorandum to your Council members and City Attorney for review in advance of the meeting. Thank you.

206 E. COURT STREET
HINESVILLE, GA 31313
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608 E. OGLETHORPE HWY
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RESOLUTION OF THE MAYOR AND COUNCIL OF FLEMINGTON, GEORGIA TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO O.C.G.A. § 48-8-262, GOVERNING, AMONG OTHER MATTERS, THE ALLOCATION OF TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX PROCEEDS; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, O.C.G.A. § 48-8-260, et seq. (sometimes, the “**Act**”), authorizes the imposition of a county-wide Transportation Special Purpose Local Option Sales and Use Tax (the “**TSPLOST**”) for designated transportation purposes at a rate of up to one (1%) percent and for a period of no more than five (5) years within a special district having a geographical boundary coterminous with that of the county, subject to approval of said TSPLOST by the voters within the special district at a referendum held for such purposes; and

WHEREAS, O.C.G.A. § 48-8-262(a) requires that, prior to issuance of the call for the required referendum and after determining that the region of which it is a part is not currently proposing a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, a county desiring to levy a TSPLOST within a county-wide special district must notify the mayor of each qualified municipality located within the county-wide special district of a meeting at which the governing authorities of the county and each such municipality are to meet to discuss possible projects for inclusion in the referendum and the rate of the tax to be imposed; and

WHEREAS, following said meeting and prior to any TSPLOST being imposed, O.C.G.A. § 48-8-262(b)(1) authorizes the execution of an intergovernmental agreement between the participating county and qualified municipalities therein memorializing their agreement to levy the TSPLOST and the rate of such tax, which agreement shall minimally include the information, schedules, procedures, and other provisions enumerated in O.C.G.A. § 48-8-262(b)(2); and

WHEREAS, pursuant to O.C.G.A. § 48-8-262(a) and following receipt of the notice required thereby, representatives from the City of Flemington, Georgia (the “**City**”) met with representatives of the County and others on August 29, 2019 to discuss those matters contemplated by the Act, including possible projects for inclusion in a referendum to be held relating to the TSPLOST; and

WHEREAS, the County intends to enter into an intergovernmental agreement with the City and other municipalities within the County confirming the projects and purposes to be funded, in part or in whole, by the proceeds of the TSPLOST, as well as, among other matters, the rate of the TSPLOST (i.e. 1%), and the allocation of such proceeds among the County and said municipalities (in the form attached hereto as **Exhibit “A”**, and as the same

may be revised, modified, or restated with approval of the Mayor of the City, the “**Intergovernmental Agreement**”); and

WHEREAS, after careful deliberation, the Mayor and Council of the City (sometimes referred to as the “**City Governing Authority**”) have determined that it is in the best interest of the citizens to enter into the Intergovernmental Agreement prior to the issuance of the call of the election authorizing the TSPLOST, in compliance with the Act and with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, this Resolution is presented and otherwise considered at a meeting of the City Governing Authority pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, that the findings, determinations, and other statements set forth in the foregoing recitals, as well as all exhibits hereto, are incorporated in the body of this Resolution in their entirety by this reference.

BE IT FURTHER RESOLVED, and it is hereby resolved, as follows:

1. The City Governing Authority hereby ratifies and approves the Intergovernmental Agreement and all of the provisions thereof and the transactions, actions, agreements, and other matters contemplated thereby on the part of the City to be performed or observed (which are by this specific reference incorporated in this Resolution and made a part hereof for all purposes), and specifically authorizes and empowers the Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, acting alone, to approve any and all revisions, modifications, or restatements of the Intergovernmental Agreement deemed appropriate by the Mayor or his or her designee following adoption of this Resolution.

2. The City Governing Authority further authorizes and empowers the Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, either acting alone or together with any other representative of the City, to execute and deliver to the County the Intergovernmental Agreement and any and all additional certifications, agreements, instruments, and other documents of whatever kind that may at any time or from time to time be required by the County or the State of Georgia in connection therewith; the execution and delivery of said Intergovernmental Agreement and any such additional certifications, agreements, instruments, and other documents by the Mayor or his or her designee, either acting alone or together with any other representative of the City, to be conclusive evidence of the City’s obligation and agreement thereunder and binding upon (and enforceable against) the City in every respect. The foregoing is intended to grant to the Mayor of the City broad powers and authority to consummate and undertake the matters contemplated herein and shall not be construed to impose any limitation or restriction on such powers and authority unless specifically and expressly set forth in this Resolution.

3. The Mayor (or in his or her absence, the Mayor Pro Tempore, or other designee of the Mayor), on behalf of the City, either acting alone or together with any other representative of the City, is additionally authorized to take such further action as the Mayor deems necessary or appropriate and consistent with the intent of this Resolution to enable the City to enter into and perform its obligations under the Intergovernmental Agreement or otherwise imposed by law with respect to the TSPLOST.

4. Any and all action taken by the City Governing Authority or its officials or representatives, including, without limitation, the Mayor, prior to the date hereof in connection with the TSPLOST or the Intergovernmental Agreement, or any of the documents, instruments, or agreements anticipated in connection therewith, is hereby ratified and affirmed to the extent necessary to effect the purpose of this Resolution.

5. This Resolution shall take effect immediately upon its adoption and the Clerk or other official or agent of the City shall place public record of this Resolution in the minutes of the City.

6. All resolutions or parts of resolutions, if any, in conflict herewith, shall be and the same are hereby repealed.

DULY ADOPTED this the 12th day of November, 2019.

CITY OF FLEMINGTON, GEORGIA

(OFFICIAL SEAL)

By: _____
Paul Hawkins, Mayor

Attest: _____
City Clerk

[Form of Intergovernmental Agreement Attached]

EXHIBIT “A”

[FORM OF INTERGOVERNMENTAL AGREEMENT ATTACHED]

STATE OF GEORGIA)
)
COUNTY OF LIBERTY) **INTERGOVERNMENTAL AGREEMENT REGARDING
LIBERTY COUNTY 2020 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES AND USE TAX**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING LIBERTY COUNTY 2020 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below) by and between LIBERTY COUNTY (the “**County**”), a political subdivision of the State of Georgia, and the CITIES OF ALLENHURST, FLEMINGTON, GUMBRANCH, HINESVILLE, MIDWAY, RICEBORO, and WALTHOURVILLE (each such municipality, a “**Municipality**”, and collectively, the “**Municipalities**”), each a municipal corporation created and existing under the laws of the State of Georgia (said County and Municipalities each being sometimes referred to as a “party”, and collectively as the “parties”).

W I T N E S S E T H:

WHEREAS, under Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, O.C.G.A. § 48-8-260, *et seq.* (sometimes, the “**Act**”), and by following the procedures set forth therein, a qualified county may impose a Transportation Special Purpose Local Option Sales and Use Tax (“**TSPLOST**”) for designated transportation purposes at a rate of up to one (1%) percent and for a period of no more than five (5) years within a special district having a geographical boundary coterminous with that of the county, subject to approval of said TSPLOST by the voters within the special district at a referendum held for such purpose; and

WHEREAS, pursuant to O.C.G.A. § 48-8-261(b), a county is qualified to levy a TSPLOST under the Act if (i) it is not located within a special district levying a regional special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; (ii) it is not defined as a metropolitan county special district governed by Part 2 of said Act; and (iii) among other taxes, a special purpose local option sales and use tax is currently being levied and collected pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, O.C.G.A. § 48-8-262(a) requires that, prior to issuance of the call for the required referendum and after determining that the region of which it is a part is not currently proposing a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, a county desiring to levy a TSPLOST within a county-wide special district must notify the mayor of each qualified municipality located within the county-wide special district of a meeting at which the governing authorities of the county and each such municipality are to meet to discuss possible projects for inclusion in the referendum and the rate of the tax to be imposed; and

WHEREAS, following said meeting and prior to any TSPLOST being imposed, O.C.G.A. § 48-8-262(b)(1) authorizes the execution of an intergovernmental agreement between the participating county and qualified municipalities therein memorializing their agreement to levy the TSPLOST and the rate of such tax, which agreement shall minimally include the information, schedules, procedures, and other provisions enumerated in O.C.G.A. § 48-8-262(b)(2); and

WHEREAS, after making the determination required by O.C.G.A. § 48-8-262(a)(1) and following issuance of the notice prescribed by O.C.G.A. § 48-8-262(a)(2), the governing Authority of the County, desirous of imposing a TSPLOST under the Act and otherwise qualified to do so, met with the Municipalities on **August 29, 2019** to discuss those matters contemplated under the Act; and

WHEREAS, as a result of said meeting, the County and the Municipalities have, among other agreements, jointly determined that the rate of the TSPLOST should be one percent (1%) and identified the transportation projects and purposes to be funded from the proceeds thereof (collectively, and as described on the attached **Exhibit “A”**, the “**Transportation Projects and Purposes**”); and

WHEREAS, the County and Municipalities recognize that in order to timely and appropriately meet the transportation needs of their residents and to otherwise facilitate the acquisition, construction and installation of certain of the Transportation Projects and Purposes that it may be necessary for the County or any one or more of the Municipalities to issue general obligation debt in conjunction with the TSPLOST; and

WHEREAS, pursuant to and consistent with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizing intergovernmental agreements generally and the provisions of O.C.G.A. § 48-8-262(b) providing for intergovernmental agreements incident to the imposition of a TSPLOST, the County and Municipalities desire to enter into this Agreement concerning, *inter alia*, the call for the subject referendum, authorization of general obligation debt, and the levy of the TSPLOST and its collection, division, distribution, accounting, and use.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby expressly acknowledged, the County and Municipalities agree and bind themselves as follows:

1. Creation of Special Tax District. By its adoption and execution of this Agreement, together with any and all required resolution(s) in connection herewith, the County does and shall, pursuant to the authority granted under O.C.G.A. § 48-8-261, create a special tax district for the levy and imposition of the TSPLOST contemplated herein. The geographical boundaries of the special tax district created shall be coterminous with the geographical boundaries of the County (sometimes, the “**Special District**”).

2. Adoption of County Resolution; Issuance of Call for Referendum. As soon as practicable after the adoption and execution of this Agreement by all parties, the County shall consider a resolution containing that information set forth in O.C.G.A. § 48-8-262(d)(2), and authorizing a referendum to be held on **March 24, 2020** for the purpose of submitting to the electors of the Special District the question of whether or not the one (1%) percent TSPLOST described in this Agreement should be imposed (sometimes, the “**TSPLOST Special Election**” or “**Special Election**”). Upon approval of said resolution by the governing authority of the County, the County shall notify the Liberty County Board of Elections and Registration (the “**Election Superintendent**”) by forwarding to said Election Superintendent a copy of such resolution, with the list of Transportation Projects and Purposes, or a digest thereof, to be made available during regular business hours in the office of the governing authority of the County. If

the imposition of the TSPLOST is approved by the electors of the Special District at the TSPLOST Special Election, a one percent (1%) sales and use tax will be imposed, as provided by law, for the purpose of funding the Transportation Projects and Purposes (sometimes, the “**2020 TSPLOST**”).

3. Term of Agreement; Condition Precedent; Term of Tax; Estimated Tax Revenue. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as confirmed by the parties on the signature pages hereto) (said last date of execution being referred to as the “**Effective Date**”), and shall terminate upon (a) the official declaration of the failure of the TSPLOST Special Election; or (b) the expenditure by the County and Municipalities of all revenues from the 2020 TSPLOST in accordance with this Agreement. This Agreement is contingent and conditioned upon approval of the imposition of the 2020 TSPLOST described herein by the electors of the Special District at the TSPLOST Special Election. If approved, said 2020 TSPLOST shall be effectively imposed commencing on July 1, 2020, and shall continue for a maximum period of five (5) years thereafter or until such earlier time as required under O.C.G.A. § 48-8-264(b). The total estimated revenue from the 2020 TSPLOST authorized herein is **\$54,000,000.00**, which is the maximum amount of net proceeds to be raised by the 2020 TSPLOST.

4. Projects Authorized; Allocation of Tax Proceeds. The list of the Transportation Projects and Purposes qualifying as “transportation purposes” (as defined by O.C.G.A. § 48-8-260(4)) to be funded from the 2020 TSPLOST, including an expenditure of at least thirty percent (30%) of the estimated revenue from said 2020 TSPLOST on projects (sometimes collectively referred to as the “**State Projects**”) consistent with the State-Wide Strategic Transportation Plan defined in O.C.G.A. § 32-3-22(a)(6), together with the estimated dollar amounts allocated for each of the Transportation Projects and Purposes from said 2020 TSPLOST proceeds, is attached hereto as **Exhibit “A”**. Regardless of any projected or estimated revenues from the 2020 TSPLOST, the actual 2020 TSPLOST proceeds shall be allocated between and among the parties hereto, on a percentage basis of the total amount of the 2020 TSPLOST funds collected and received, as follows: **59.76% to the County** (which shall include that portion of the 2020 TSPLOST funds allocated to County-specific projects, as well as the State Projects); **31.31% to Hinesville; 3.91% to Walthourville; 2.02% to Midway; 1.15% to Flemington; 0.83% to Riceboro; 0.74% to Allenhurst; and 0.28% to Gumbranch.** No party shall be entitled to request or receive more than their respective pro-rata share of said 2020 TSPLOST revenues based on the tax amounts actually received from the Department of Revenue or the County, as the case may be.

5. Authority to Issue General Obligation Debt; Retirement of Existing General Obligation Debt.

(a) Pursuant to O.C.G.A. § 48-8-263(d), the County and the City of Hinesville shall be authorized to issue general obligation debt in accordance with Article IX, Section V, Paragraph 1 of the Constitution of the State of Georgia, in order to finance those Transportation Projects and Purposes attributable to said party. The maximum amount of general obligation debt which may be authorized by the County and the City of Hinesville hereunder shall be the respective dollar amounts allocated to each party as shown on said **Exhibit “A”**. The authorization to issue general obligation debt hereunder shall include the right to re-structure or re-finance the same throughout the imposition of the 2020 SPLOST; provided that the

terms of any re-structure or re-finance shall not cause the amount of existing and outstanding general obligation debt authorized hereunder to at any time exceed the maximum outstanding principal indebtedness amount(s) described herein.

(b) As permitted by the provisions of O.C.G.A. § 48-8-260(4)(b), the authorization to issue general obligation debt hereunder shall include the right to utilize the 2020 TSPLOST proceeds to retire previously incurred general obligation debt issued by either the County or the City of Hinesville as shown on the attached **Exhibit "A"**, but only where said debt was issued for such transportation purposes as identified in O.C.G.A. § 48-8-260(4)(A), and only to the extent that the combined amounts of any previously incurred general obligation debt retired and any new general obligation debt issued by the County or the City of Hinesville hereunder do not exceed the maximum amount(s) authorized hereunder for said party.

(c) In its resolution to be adopted pursuant to Paragraph 2 of this Agreement, the County shall instruct the Elections Superintendent to include necessary language concerning the authority to issue general obligation debt and the ballot presented to the voters of the Special District as a part of the TSPLOST Special Election shall contain the language required under O.C.G.A. § 48-8-263(2) concerning the issuance of said general obligation debt. If the 2020 TSPLOST is approved as required by law, the County and the City of Hinesville shall be authorized to issue general obligation debt in any manner authorized by O.C.G.A. § 48-8-263(d)(2), subject to the maximum dollar limitations set forth herein.

(d) Any and all general obligation debt issued by the County and the City of Hinesville pursuant to the authority granted hereunder shall be subject to the requirements and restrictions imposed under O.C.G.A. § 48-8-269.5.

6. Priority of Projects. The County and each Municipality shall have the right to prioritize those Transportation Projects and Purposes attributable to them, provided that all such Transportation Projects and Purposes shall comply with both the provisions of this Agreement and the Act.

7. Re-Allocation of Funds. Any 2020 TSPLOST proceeds received but not required to complete any of the Transportation Projects and Purposes may be allocated by the responsible party to different transportation purposes (as defined by O.C.G.A. § 48-8-260(4)), subject to the requirements of this Agreement and the Act. Where any one or more of the Transportation Projects and Purposes attributable to a party is found to be impractical or not necessary by the party undertaking the same or its legality is subject to question, its funding may be re-allocated to another of its Transportation Projects and Purposes where necessary, or an alternative transportation purpose may be selected by said party, subject to the requirement that said transportation purpose be one which the proceeds of the 2020 TSPLOST have been approved in the TSPLOST Special Election (as set forth in **Exhibit "A"** hereto). Any re-allocation of 2020 TSPLOST funds as provided above or designation of a project as unfeasible or impractical shall also comply with all provisions of the Act.

8. Completion of Projects. The County and Municipalities shall promptly move forward with the acquisition, construction, and installation of their respective Transportation Projects and Purposes in an efficient and economical manner, at a reasonable cost, and in

conformity with all applicable laws, ordinances, rules and regulations. Each party shall maintain any and all records and documentation concerning their undertaking of the Transportation Projects and Purposes authorized herein which may be required by law and said records and documents shall be subject to public inspection as required by law.

9. Collection and Distribution of TSPLOST Proceeds; Segregation of Funds. Upon effective implementation of the 2020 TSPLOST, the County and Municipalities shall each establish independent and separate special trust funds, each of which shall be designated as a TSPLOST Fund in compliance with the provisions of O.C.G.A. § 48-8-269.5(a) (each, a “**Special Account**” and, collectively, the “**Special Accounts**”). The County and Municipalities shall each be responsible for selecting a local bank or banks which shall act as a depository and custodian of their respective Special Accounts upon such terms and conditions as may be acceptable to each party. The monies collected by the Georgia Department of Revenue from and through the imposition of the 2020 TSPLOST, less the one (1%) percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1), shall be paid to the County and shall be deposited by the County in its Special Account. The monies received by the County in its Special Account shall be held and applied to the cost of reimbursing the County for administering the Special Account and to distributions required hereunder and for the costs and expenses incurred by the County in undertaking those Transportation Projects and Purposes attributable to it under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. On or before the fifteenth (15th) day of each month, the County shall distribute to the Municipalities their proportionate percentages of the 2020 TSPLOST proceeds as required under this Agreement and based upon the actual amount of the 2020 TSPLOST proceeds received by the County in the month prior to distribution. The 2020 TSPLOST proceeds distributed by the County to the Municipalities shall be deposited into and held in their respective Special Accounts. The monies received by the Municipalities in their respective Special Accounts shall be held and applied to the cost of reimbursing the Municipalities for administering their respective Special Accounts and to distributions required hereunder and for the costs and expenses incurred by the Municipalities in undertaking their respective Transportation Projects and Purposes authorized under this Agreement, and all of the permitted expenses incidental thereto, and the payment of any debt service authorized hereunder. If general obligation debt is issued by the County or the City of Hinesville in accordance with this Agreement, the 2020 TSPLOST shall first be used for paying the debt service requirements on such general obligation debt for any such year before such proceeds are spent on their respective Transportation Projects and Purposes, as required by the Act. The parties agree that they will not cause or permit to be withdrawn from their respective Special Accounts any monies except in accordance with the terms and provisions of this Agreement and the Act. The parties further agree that no funds other than those received from the 2020 TSPLOST authorized herein shall be deposited in the Special Accounts and that funds from the Special Accounts shall not be commingled with any other funds or accounts of the parties. The County shall be responsible for administering the initial collections and distributions to and from its Special Account in a manner designated to effectuate the terms of this Agreement and shall be reimbursed for the actual cost incurred by the County in said administration; **provided, however,** that if agreed to by the Georgia Department of Revenue, the proportionate amounts of the 2020 TSPLOST proceeds due to the County and each Municipality hereunder shall be paid directly into the Special Accounts maintained by said County and each Municipality, in which case the County shall be relieved from any obligation to receive, administer, disburse, or account for said 2020 TSPLOST proceeds which it would otherwise be

obligated but for such direct payment to the Municipalities (and all such obligations shall be assumed by each Municipality with respect to its Special Account), except that the County shall in any event receive and disburse those 2020 TSPLOST proceeds attributable to the City of Allenhurst and the City of Gumbranch and shall maintain the respective Special Account for each such Municipality. Unless otherwise agreed in writing by the County and any Municipality, all work associated with the Transportation Projects and Purposes for which a portion of the 2020 TSPLOST proceeds are allocated to a Municipality hereunder shall be undertaken and administered by the responsible Municipality or its contractors, and the County shall have no obligation to administer or prosecute said Transportation Projects and Purposes on behalf of any Municipality, except for those obligations relating to any Special Account into which it is required to disburse 2020 TSPLOST proceeds, whether arising by virtue the refusal of the Georgia Department of Revenue to make direct payments to the County and each Municipality as contemplated herein or, with respect to the City of Allenhurst and the City of Gumbranch, the assumption of such obligations by the County. Additionally, and whether or not 2020 TSPLOST proceeds are disbursed to the Municipalities by the Department of Revenue or the County, the County shall receive all 2020 TSPLOST funds dedicated to the State Projects; provided, however, that, with respect to any State Project that is located within the jurisdictional limits of any Municipality and which the County has otherwise consented to said Municipality's administration and undertaking of said State Project, the County shall disburse from time to time to said Municipality its proportionate share of the 2020 TSPLOST revenues which are attributable to the State Project(s) being undertaken by the Municipality within its jurisdiction.

10. Permitted Uses of Proceeds from Special Accounts. All funds in the Special Accounts shall be used exclusively for the purpose of paying for the cost of undertaking the Transportation Projects and Purposes, and the expenses incidental thereto, and without intending hereby to limit or restrict or to extend any proper definition of such costs and expenses as now provided by the Act, said costs and expenses shall include:

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

(b) the fees and expenses of architects and/or engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervision of acquisition, construction and installment of the Transportation Projects and Purposes, as well as for the performance of all other duties of such architects and engineers in relation thereto;

(c) the expenses of administration of such undertakings, including legal fees and accounting fees;

(d) any taxes or other government charges, if any, lawfully levied or assessed upon the Transportation Projects and Purposes prior to the completion date;

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

(f) the costs for labor, amounts payable to contractors, builders and material men in connection with the undertaking of the Transportation Projects and Purposes; and

(g) such other fees, costs, expenses and other charges of whatever nature incidental and pertaining to the undertaking of the Transportation Projects and Purposes.

11. Documentation and Authority for Withdrawals: All withdrawals from the Special Accounts shall be made by checks signed or countersigned by a person or persons designated by the respective governing authority responsible for such Special Account, but, before any such check shall be signed, there shall be filed with said governing authority the following (on forms prescribed by said governing authority or, if disbursements are being made into said Special Account by the County, for whatever reason, on forms prescribed by the County):

(a) a written requisition for such payment stating each amount to be paid and the name of the person, firm, corporation or entity to which payment shall be made; and

(b) a written statement signed by a public official designating which of the Transportation Projects and Purposes the monies will be used.

12. Audit, Record Retention and Reporting: During the period of this Agreement, the County and the Municipalities shall maintain the records required by O.C.G.A. § 48-8-269.5(a)(2) concerning the use of the 2020 TSPLOST proceeds and shall comply with the audit requirements of O.C.G.A. § 48-8-269.5(a)(2). All monies deposited in the Special Accounts shall be audited by a certified public accounting firm at such time or times as the official audits of the party are made. Each of the parties agrees to cooperate with such certified public accounting firm(s) in any such audit by providing any and all necessary information. The cost of any such audit(s) shall be paid from the Special Accounts. In addition, the County and Municipalities shall each comply with the annual reporting requirements contained in O.C.G.A. § 48-8-269.6. The cost of such reporting requirements shall be paid from the Special Accounts.

13. Mutual Representations and Warranties. In furtherance of the public purposes of this Agreement, the County and Municipalities each represent and warrant to the other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries or knowledge of the other parties) that: (a) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (b) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; (c) its representatives executing this Agreement have been duly authorized to execute and deliver the same by all appropriate action on the party's governing authority; (d) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement; and (e) the execution, delivery and performance of this Agreement will not contravene any contract, undertaking, instrument or other agreement to which it is a party or which purports to be binding upon it, or violate the provisions of its respective charter (or similar organizational legislation) or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said

State, as the case may be. Without limiting the generality of the foregoing, each party hereby expressly represents and warrants that it has formally adopted and approved a resolution authorizing this Agreement at a duly called public meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq. and any applicable provisions of its respective charter (or other organizational legislation) or Code of Ordinances. Each Municipality further represents and warrants that (w) it is a duly created and existing municipal corporation under the laws of the State of Georgia; (x) it is a “qualified municipality” under the provisions of O.C.G.A. § 48-8-110; (y) all its respective boundaries are located within Liberty County; and (z) it was given notice of the meeting of the County and Municipalities held on **August 29, 2019** in accordance with O.C.G.A. § 48-8-262(a)(2).

14. Severability. If any provision at this Agreement or any provision of the law authorizing this Agreement or the holding of the election authorizing the imposition of the TSPLOST described herein shall be declared or held to be invalid, such invalid provision shall be severable from the remaining provisions of this Agreement and the remaining provisions shall remain in full force and effect.

15. Counterparts; Electronic Execution. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. In this connection and to facilitate the execution and delivery of this Agreement, the parties may execute and exchange such counterparts by facsimile or other electronic transmission (e.g. pdf via email, etc.); it being acknowledged that, notwithstanding any statutory or decisional law to the contrary, the printed product of such facsimile transmittal or other electronic transmission of the signature page(s) of this Agreement shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

16. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In this connection, it is further specifically acknowledged and agreed that each Municipality has or will make such independent review and evaluation, as well as all other decisions, pertaining to the 2020 TSPLOST and the Transportation Projects and Purposes proposed to be funded, in whole or in part, by the same, without reliance upon any oral or written representation, warranty, information, advice, or analysis of any kind whatsoever from the County, however obtained, except for those agreements and representations, if any, expressly and specifically set forth herein. Without limiting the generality of the foregoing, the County specifically disclaims any and all representations or warranties, express or implied, regarding the success of the TSPLOST Special Election, the amounts to be raised by the 2020 TSPLOST, the imposition of the 2020 TSPLOST, or the allocation of any amount generated by virtue of any future or reimposed TSPLOST; it being further acknowledged by each Municipality that any of the Transportation Projects and Purposes funded, in whole or in part, from the 2020 TSPLOST shall be undertaken at the Municipality’s sole risk and that, except as set forth herein (but subject to the conditions contained in or implied by this Agreement regarding the imposition, collection,

and allocation of said 2020 TSPLOST), and that no amounts whatsoever are guaranteed to the Municipalities in connection with the 2020 TSPLOST or any future TSPLOST.

17. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the parties (and approved by their respective governing bodies in accordance with applicable legal requirements), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

18. Assignment. The rights and obligations of the parties under this Agreement are personal and may not be assigned for any reason.

19. Construction; Exhibits. The parties hereto acknowledge that this Agreement shall in all instances be interpreted consistent with the Act, the provisions of which are by this reference incorporated herein for all purposes. Each and every exhibit referred to or otherwise mentioned in this Agreement and attached hereto shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

20. Governing Law and Venue. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia. The venue for resolution of any disputes arising hereunder shall be in Liberty County.

21. Interpretation. Titles of sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined and “include” and “including” means including (or to include) without limitation.

[Signatures Appear on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the Effective Date.

LIBERTY COUNTY

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, Administrator

Date: _____

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF ALLENHURST, GEORGIA

(OFFICIAL SEAL)

By: _____
Thomas G. Hines, Mayor

Attest: _____
City Clerk

Date: _____

[Signatures Appear on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF FLEMINGTON, GEORGIA

(OFFICIAL SEAL)

By: _____
Paul Hawkins, Mayor

Attest: _____
City Clerk

Date: _____

[Signatures Appear on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF GUMBRANCH, GEORGIA

(OFFICIAL SEAL)

By: _____
Ches Oneal, Mayor

Attest: _____
City Clerk

Date: October 21, 2019

[Signatures Appear on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF HINESVILLE, GEORGIA

(OFFICIAL SEAL)

By: _____
Allen Brown, Mayor

Attest: _____
Sarah Lumpkin, City Clerk

Date: _____

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF MIDWAY, GEORGIA

(OFFICIAL SEAL)

By: _____
Levern Clancy, Jr., Mayor

Attest: _____
City Clerk

Date: _____

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF RICEBORO, GEORGIA

(OFFICIAL SEAL)

By: _____
William T. Austin, Mayor

Attest: _____
City Clerk

Date: _____

[Signatures Continued on Following Page(s)]

[Intergovernmental Agreement Regarding Liberty County 2020 TSPLOST]

CITY OF WALTHOURVILLE

(OFFICIAL SEAL)

By: _____
Daisy S. Pray, Mayor

Attest: _____

Date: _____

[Exhibit(s) Attached]

EXHIBIT “A”
TRANSPORTATION PROJECTS AND PURPOSES

Use of Proceeds: All proceeds collected from the 2020 TSPLOST shall be utilized for “transportation purposes” as defined in O.C.G.A. § 48-8-260(4) and for the specific categories of projects authorized and described in the Schedule below.

Distribution of Proceeds; Project Priority: All projects in the categories described below shall have equal priority and shall receive pro-rata allocation of 2020 TSPLOST proceeds on a monthly basis. The parties shall each determine, in their discretion, the order in which a particular specific project or projects are commenced.

2020 TSPLOST Revenue Estimate: The parties estimate that the 2020 TSPLOST shall generate total sales tax revenue in the amount of **\$54,000,000.00** over twenty (20) calendar quarters from the date collections commence, which is the maximum amount of net proceeds to be raised by the 2020 TSPLOST. However, irrespective of the amount collected, the 2020 TSPLOST proceeds shall be divided and distributed on the pro rata percentage established in the Schedule below.

Project	County/Municipality	Estimated Cost	Pro Rata
Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the	County	\$32,272,101	59.76%

<p>foregoing purposes. At least thirty (30%) percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).</p>			
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>	<p>City of Allenhurst</p>	<p>\$397,980</p>	<p>0.74%</p>
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements</p>	<p>City of Flemington</p>	<p>\$621,572</p>	<p>1.15%</p>

<p>for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>			
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>	<p>City of Gumbranch</p>	<p>\$151,956</p>	<p>0.28%</p>
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment</p>	<p>City of Midway</p>	<p>\$1,089,742</p>	<p>2.02%</p>

<p>and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>			
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same; including further new general obligation debt and other multi-year obligations issued to finance any of the foregoing purposes.</p>	<p>City of Hinesville</p>	<p>\$16,907,276</p>	<p>31.31%</p>

<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>	<p>City of Riceboro</p>	<p>\$446,823</p>	<p>0.83%</p>
<p>Constructing, improving, renovating, repairing, re-surfacing, patching, milling, leveling, widening, shoulder preparation, culvert repair, preservation, and extending roads, streets, sidewalks, walking trails, bicycle paths, and bridge projects and improvements; stormwater projects and projects to improve surface water drainage from or in connection with any of the foregoing; acquisition of all necessary rights of way; re-location of necessary utilities for any of the foregoing purposes; including matching funds for grants awarded for the capital outlay projects specified in above items and funds for purchase and payment and satisfaction of lease purchase agreements for capital assets including machinery and equipment necessary or desirable to accomplish the above projects, together with all infrastructure, activities or structures useful or incident to providing access to the same.</p>	<p>City of Walthourville</p>	<p>\$2,112,550</p>	<p>3.91%</p>

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Flemington, Georgia (the "City") hereby certifies that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution approved and adopted by the Mayor and Council of said City (the "City Governing Authority") at a public meeting which was duly and lawfully called and assembled on the 12th day of November, 2019; that a quorum of said City Governing Authority was present and acting throughout; that said resolution has not been amended or rescinded and is in full force and effect; and that the original of said resolution appears in the minute book of the City Governing Authority which is in my custody and control.

DATED as of the 12th day of November, 2019.

(OFFICIAL SEAL)

City Clerk