

SPLOST VIII AGREEMENT (2019 ELECTION)

Lowndes County, Georgia

This Agreement, made and entered into effective August 12, 2019, by and between Lowndes County, Georgia (the "County") and the City of Valdosta, Georgia ("Valdosta"), the City of Hahira, Georgia ("Hahira"), the City of Remerton, Georgia ("Remerton"), the City of Dasher, Georgia ("Dasher") and the City of Lake Park, Georgia ("Lake Park") (collectively the "Municipalities");

WITNESSETH

WHEREAS, OCGA § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST" or the "tax") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 8th day of July, 2019, in conformance with the requirements of OCGA § 48-8-111(a); and

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

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2019, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Lowndes County for a period of six years to raise an estimated \$134,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in OCGA § 48-8-110(4);
and
- (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.

- C. The County and Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement. The projects specified in Exhibit A shall be funded from proceeds of the tax authorized by the Act.
- E. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required to fulfill the terms of this Agreement.

Section 2. Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of OCGA § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of OCGA § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 5, 2019, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence effective August 12, 2019, and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST; or
- (iii) The completion of all projects described in Exhibit A.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2019 Lowndes County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a 2019 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes specified in the Resolution of the County calling for reimposition of the tax and in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

Section 7. Projects

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

Section 8. Project Funding

Projects shall be funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. The priority of county projects shall be determined by the County. The priority of municipal projects shall be determined by the Municipalities. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the schedule found in Exhibit A must be agreed to in writing by all parties to this Agreement.

Section 9. Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities shall maintain a record of each and every project for which the proceeds of the tax are used.

- 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 included 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 Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST 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 as provided under OCGA § 48-8-121(g)(2).
- E. Proceeds of the tax exceeding \$134,000,000 shall be allocated and distributed to the County and Municipalities based upon the percentages in Exhibit A. The County and the Municipalities may apply such proceeds to project costs as authorized by the Act.

Section 10. Expenses

The expense of the election shall be paid from County funds.

Section 11. Audits

- A. During the term of this Agreement, the distribution and use of SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with OCGA § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 12. Notices

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

Hahira	City of Hahira Attn: Mayor 301 W. Main St. Hahira, GA 31632
Remerton	City of Remerton Attn: Mayor 2 Poplar St. Remerton, GA 31601
Lake Park	City of Lake Park Attn: Mayor 120 Essa St. Lake Park, GA 31636
Dasher	City of Dasher Attn: Mayor 3686 U.S. 41 South Dasher, GA 31601
Valdosta	City of Valdosta Attn: Mayor P.O. Box 1125 Valdosta, GA 31603-1125
County	Lowndes County Board of Commissioners Attn: Chairman P.O. Box 1349 Valdosta, GA 31603-1349

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 14. 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 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

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

Section 18. Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered effective the date indicated herein.

(signatures continued on next page)

LOWNDES COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest: _____
Clerk

(signatures continued on next page)

CITY OF VALDOSTA

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF HAHIRA

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF REMERTON

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF DASHER

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

(signatures continued on next page)

CITY OF LAKE PARK

(SEAL)

By: _____
Mayor

Attest: _____
Clerk

EXHIBIT A

The County. 46.21% of the net proceeds of the tax (in an estimated amount of \$61,924,932) shall be allocated to the County for the following capital outlay projects:

<u>Project</u>	<u>estimated cost</u>
• construction of, and improvements to, parks and recreation facilities including athletic fields	\$ 13,274,932
• improvements to airport terminal facilities	\$ 2,000,000
• major capital equipment for law enforcement purposes, including law enforcement vehicles, and improvements to law enforcement facilities	\$ 3,000,000
• improvements to historic courthouse facility	\$ 9,000,000
• construction of new animal welfare facility	\$ 3,000,000
• construction of and capital equipment for a senior citizens center	\$ 2,500,000
• improvements to 9-1-1 call answering and emergency vehicle dispatch facilities	\$ 350,000
• construction of record storage facilities	\$ 375,000
• acquisition of property for, and improvements to, health department facilities	\$ 250,000
• construction of Clyattville community center	\$ 300,000
• improvements to, and capital equipment for, southside branch library facility, including new event and educational facilities	\$ 175,000
• improvements to, and capital equipment for, emergency medical services facilities	\$ 550,000
• improvements to historic Carnegie library museum facility	\$ 150,000
• improvements to, and maintenance of, road and bridge facilities	\$ 2,500,000
• capital equipment for public works services	\$ 1,500,000
• construction of, improvements to, and capital equipment for water and sewer facilities	\$ 23,000,000
Total	\$ 61,924,932

Valdosta. 48.51% of the net proceeds of the tax (in an estimated amount of \$65,001,883) shall be allocated to Valdosta for the following capital outlay projects:

<u>Project</u>	<u>estimated cost</u>
• construction of and improvements to road, street, and bridge facilities to include sidewalks, bike lanes, city rights-of-way, to include land acquisition, traffic signals and intersection improvements, resurfacing, street repairs and materials, technology improvements, and other transportation systems and equipment improvements	\$ 10,620,100
• construction of and improvements to drainage infrastructure systems, and facilities to include the purchase of land, property, and capital equipment for the maintenance of drainage systems and piping of ditches	\$ 2,621,718
• construction of and improvements to major capital equipment for police facilities, other police equipment, and technology improvements to include in-car camera systems	\$ 850,000
• construction of and improvements to major capital equipment for parks and recreation to include land acquisition, facility improvements, and renovations	\$ 3,500,000
• construction of and improvements to major capital equipment for firefighting	\$ 455,000
• construction of and improvements to water and sewer facilities, to include equipment, land acquisition, and construction of water and wastewater facilities, plants, infrastructure, materials, and capital equipment	\$ 28,650,000
• construction of and improvements to major capital equipment for public works facilities, to include sanitation vehicles and other public works vehicles	\$ 2,325,000
• major repairs, renovations, and capital equipment for administrative buildings, including computer hardware and software	\$ 4,750,000
• payment of existing bond debt and/or loan obligations for water and wastewater improvements and capital expenditures	\$ 10,917,140
• purchase of property, land, and streetscape improvements, design, and construction of capital improvements projects as identified in the Downtown Valdosta Strategic Master Plan	\$ 312,925
Total	\$ 65,001,883

Hahira. 2.57% of the net proceeds of the tax (in an estimated amount of \$3,445,586) shall be allocated to Hahira for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for road, street, and bridge facilities, sidewalks, bicycle and cart paths and trails, including acquisition of rights of way, improvement of surface-water drainage, widening, resurfacing, leveling, and other repairs for preservation of road, street, and bridge facilities 	\$ 500,000
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for water and sewer facilities 	\$ 1,245,586
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for public safety facilities, including police and firefighting and rescue equipment, computer equipment, communications equipment, police and fire department vehicles, and acquisition of property 	\$ 1,000,000
<ul style="list-style-type: none"> • construction of, improvements to, and major capital equipment for administrative facilities, including city hall, computer equipment, and technology upgrades 	\$ 350,000
<ul style="list-style-type: none"> • construction of, improvements to, and capital equipment for city parks and recreation facilities, including acquisition of property and construction of parks 	\$ 350,000
Total	\$ 3,445,586

Remerton. 0.94% of the net proceeds of the tax (in an estimated amount of \$1,253,359) shall be allocated to Remerton for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of and improvements to road, street, and bridge facilities to include sidewalks, bike lanes, piping of ditches, city rights-of-way to include land acquisition, traffic equipment and technology improvements, resurfacing, street repairs and materials 	\$ 150,000
<ul style="list-style-type: none"> • construction of and improvements to water, sewer, sanitation, and public works facilities, including, but not limited to acquisition of equipment, vehicles, and technology improvements and payment for services rendered in connection therewith 	\$ 350,000
<ul style="list-style-type: none"> • purchase of equipment and technology improvements for public safety including but not limited to public safety vehicles and payment for services in connection therewith 	\$ 300,000
<ul style="list-style-type: none"> • construction of and improvements and/renovations to, or the purchase of property for municipal facilities, and purchase of furniture, fixtures, and equipment related thereto 	\$ 453,359
Total	\$ 1,253,359

Dasher. 0.86% of the net proceeds of the tax (in an estimated amount of \$1,156,593) shall be allocated to Dasher for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
• completion of plans for digital information center (library, technological equipment, and software)	\$ 404,808
• pre-construction plans of major access road between South Hwy 41 and Carrol Ulmer, pedestrian/golf cart path, roads, and bridges	\$ 370,110
• construction and/or improvements to sewage and/or water distribution systems	\$ 289,148
• construction of and improvements to parks and recreation facilities including land development, including Triple Lakes Wildlife Refuge	\$ 92,527
Total	\$ 1,156,593

Lake Park. 0.91% of the net proceeds of the tax (in an estimated amount of \$1,217,648) shall be allocated to Lake Park for the following capital outlay projects:

<u>project</u>	<u>estimated cost</u>
<ul style="list-style-type: none"> • construction of and improvements to road, street, and bridge facilities, sidewalks, bicycle/cart paths and trails, including acquisition of rights of way, improvement of surface-water drainage, widening, resurfacing, leveling, and other repairs for preservation of road, street, and bridge facilities 	\$ 277,943
<ul style="list-style-type: none"> • construction of and improvements to water and sewer facilities 	\$ 202,941
<ul style="list-style-type: none"> • construction of and major capital equipment for public works facilities, including maintenance building facilities, service vehicles and maintenance equipment, and acquisition of property for construction of a maintenance building 	\$ 127,941
<ul style="list-style-type: none"> • improvements to and major capital equipment for public safety facilities, including police and firefighting and rescue equipment, computer equipment, communications equipment, and police and fire department vehicles 	\$ 202,941
<ul style="list-style-type: none"> • improvements to and major capital equipment for administrative facilities, including improvements to city hall, computer equipment, and technology upgrades 	\$ 277,941
<ul style="list-style-type: none"> • improvements to and capital equipment for city parks and recreation facilities, including acquisition of property, construction of parks, and renovation and restoration of civic center and other historic structures 	\$ 127,941
Total	\$ 1,217,648