

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica



INT CITY MANAGER: JEFF REESE
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.GOV

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 2, 2024 | 11:30 AM

Meeting Call to Order (Mayor Leslie McPherson)

Adoption of the Agenda (Mayor Leslie McPherson)

A. Governing Body

1. Intergovernmental Agreement for Transportation Special Purpose Local Option Sales Tax Distribution with Douglas County (Kevin Drummond, City Attorney)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

B. Adjournment



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Intergovernmental Agreement for Transportation Special Purpose
Local Option Sales Tax Distribution – Douglas County

AGENDA DATE: August 2, 2024

DATE PREPARED: August 1, 2024

PREPARED BY: Kevin Drummond

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Douglas County has called for a referendum for a TSPLOST to be placed on the November 5, 2024 ballot. The original cover sheet was based on the first draft of the IGA that indicated that Villa Rica would receive 5.04%. The evening before the special called meeting, the Douglas County Attorney sent a revised IGA that provided that Villa Rica would receive 5.35%. Council approved the 5.35% IGA at the July 25, 2026 special called meeting.

On July 26, 2024 the Douglas County attorney distributed the IGA that Council approved (reflecting Villa Rica's 5.35% distribution) to all of the involved government attorneys with a statement that Douglas County planned to approve that version.

However, this week, the Douglas County Attorney sent an email to the involved attorneys stating that the distribution would be based on the 2022 SPLOST and Villa Rica's distribution would be 5.04%. (5.35 was the distribution in the 2023 LOST). Douglas County and Douglasville have said that they intend to pass the distribution based on the 2022 SPLOST.

The County and the municipalities need to enter into an Intergovernmental Agreement to provide for how the funds collected through the Transportation Special Purpose Local Option Sales Tax will be distributed amongst the local governments and the purposes for which the funds may be used.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the Intergovernmental Agreement between the City, Douglas County and other municipalities in Douglas County with regard to the distribution of Transportation Special Purpose Local Option Sales Tax.

MOTION: I move to approve the Intergovernmental Agreement for Transportation Special Purpose Local Option Sales Tax within Douglas County.

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, GEORGIA IMPOSING A SPECIAL DISTRICT 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 DOUGLAS 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 transportation sales and use tax for the purpose of financing certain transportation purposes; and

WHEREAS, the Board of Commissioners of Douglas County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Douglas County that such sales and use tax (the “TSPLOST”) be imposed within a special district co-extensive with Douglas County (the “Special District”) to raise the sum \$160,000,000.00 for the purposes described hereinbelow; and

WHEREAS, Douglas County, Georgia (the “County”) has concluded that at least 30% of the estimated revenue from the proposed tax is to be expended on projects consistent with the state-wide strategic transportation plan prescribed by O.C.G.A. § 32-2-22(a)(6); and

WHEREAS, it is necessary to submit to the qualified voters of the County the question of whether or not the TSPLOST should be imposed; and

WHEREAS, 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 Douglasville, City of Villa Rica, and the City of Austell (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 determined that it is not a “metropolitan county special district” as described in O.C.G.A. § 48-8-269.7(b); and

WHEREAS, the County has entered into or will enter into, prior to the call for election, 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).

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

A. Imposition of TSPLOST. Assuming 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 shall be imposed at the rate and for the maximum amount, purposes and estimated costs thereof, and the maximum period of time for which the TSPLOST may be 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 authorized to be levied and collected as provided in the Act.

2. The proceeds of such TSPLOST are to be used to finance the projects and purposes described in Exhibit A attached hereto and made a part hereof by this reference (the “Projects and Purposes”) and to pay the general obligation debt that may be issued in conjunction with the TSPLOST as described below. The Projects and Purposes and the approximate costs of each are set forth in said Exhibit A.

3. The approximate cost of the Projects and purposes, which shall also be the maximum amount of the net proceeds to be raised by the TSPLOST, is \$160,000,000.00.

4. The TSPLOST is imposed for a maximum period of time of six (6) years.

B. General Obligation Debt.

1. Assuming the question of imposing the TSPLOST is approved by a majority of the qualified voters of the Special District voting in the election hereinafter referred to, the County is hereby authorized to issue its general obligation debt (the “Debt”) in conjunction with the TSPLOST, in an aggregate principal amount of up to \$60,000,000.00. The proceeds of the Debt, if issued, shall be used to pay all or a portion of the costs of such of the Projects and Purposes as the Board of Commissioners shall determine (the “Bond Projects and Purposes”), capitalized interest for such period as the Board of Commissioners shall determine, and the costs of issuing the Debt. The Debt may be issued in one or more separate issuances or series. A portion of the proceeds of the TSPLOST will be used for repayment of the Debt (and interest thereon), if issued, and the portion of the proceeds of the TSPLOST not used for the repayment of the Debt (and interest thereon) will be used to pay costs of Projects and Purposes or portions of Projects and Purposes not funded with the Debt, in the manner provided by the Act.

2. The maximum interest rate or rates which such Debt is to bear is seven percent (7%) per annum. The Debt would be repayable during the period of receipt of the TSPLOST or within three months after the last scheduled receipt. The debt service on the Debt would not exceed \$14,635,000 in any year.
3. The proceeds of the Debt shall be deposited by the County in a separate fund or account as is consistent with the laws of the State of Georgia.
4. The TSPLOST proceeds received by the County for the Projects and Purposes in any year pursuant to the imposition of such tax shall be deposited in a separate fund or account and be first used to satisfy the debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized above. Proceeds of the TSPLOST received by the County in any year not required to satisfy the debt service requirements in the Debt for such year may be applied toward funding the Projects and Purposes to the extent such Projects and Purposes have not been funded with Debt proceeds.
5. The Board of Commissioners hereby determines that the proceeds of the collection of the TSPLOST in each year will be sufficient to pay the principal and interest of the Debt which may come due and payable in each year.
6. 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 Debt and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt, to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

C. Call for the Election; Ballot Form; Notice.

1. The Board of Elections and Registration of Douglas County is hereby requested to call an election in all voting precincts in the County on the 5th day of November, 2024, 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:

() Yes	Shall a special one percent (1%) sales and use tax be imposed in the special district of Douglas County for a period of time not to
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() No	six years and for the raising of an estimated amount of \$160,000,000.00 for transportation purposes? 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 Douglas County, in the principal amount of up to \$60,000,000 for the above purposes.
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3. It is hereby requested that the election be held by the Board of Elections and Registration of Douglas 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 Douglas 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 Douglas 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.
- D. **Intergovernmental Agreement.** The Intergovernmental Agreement in substantially the form attached hereto as Exhibit A is hereby approved, and the Chairman or the Vice Chairman of the Board of Commissioners is authorized to execute and deliver the same, and the Clerk is authorized to attest and seal the same.
- E. **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 Douglas County, with a request that the Board of Elections and Registration of Douglas County join in this call for an election.
- F. **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 Debt.
- G. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this _____ day of _____, 2024.

**BOARD OF COMMISSIONERS OF
DOUGLAS COUNTY, GEORGIA**

By: _____
Chairman

ATTEST:

Clerk

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT

**STATE OF GEORGIA
COUNTY OF DOUGLAS**

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

This Intergovernmental Agreement (the “Agreement”) is made this 30th day of July, 2024 by and among Douglas County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Douglasville, Georgia, a municipal corporation, and the City of Villa Rica, Georgia, a municipal corporation, and the City of Austell, 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:

W I T N E S S E T H:

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 July 8, 2024 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 \$60,000,000 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 5, 2024, 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 Douglas County, as authorized by the Act for up to 24 calendar quarters (six years) commencing on April 1, 2025 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 \$60,000,000 to finance certain Projects. The amount of money to be raised by the TSPLOST is estimated to be \$160,000,000.

(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 Douglas 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 5, 2024, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$160,000,000.00 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Douglas 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 six years, beginning on April 1, 2025.

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

- (a) The official declaration by the Board of Elections and Registration of Douglas 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 (\$160,000,000.00) 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 2025 Douglas County Special District 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 2025 [*Municipality name*] Special District 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. Douglas County: 70.85%
2. City of Douglasville: 24.02 %
3. City of Austell: 0.09%
4. City of Villa Rica 5.04%

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 six years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the six-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 \$60,000,000.

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. Governing 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) Douglas County Board of Commissioners 8700
Hospital Drive
Douglasville, GA 30134 Attention:
County Manager

(b) City of Douglasville
Attention: City Manager
6695 Church Street
Douglasville, GA 30134

(c) City of Austell
Attention: Mayor
5000 Austell-Powder Springs Road
Suite 220
Austell, GA 30106

(d) City of Villa Rica
Attention: City Manager
571 W. Bankhead Hwy
Villa Rica, GA 30180

IN WITNESS WHEREOF, all parties hereto agree.

SIGNATURES ON FOLLOWING PAGE

DOUGLAS COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Phil D. Miller, Board of Commissioners Chair

Attest:

Lisa Watson, Clerk

Date

CITY OF DOUGLASVILLE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF AUSTELL

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF VILLA RICA

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

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.

Jurisdiction	Project	Purpose	Estimated Cost
Douglas County	Resurfacing (100+ Miles)	Annual Resurfacing of various County Roadway. Projected to pave over 100 miles through this program.	\$60,000,000
	Dirt Roads (10+ Miles)	Paving over 10 miles of dirt roads.	\$8,500,000
	Chapel Hill Widening from Dorsett Shoals to W. Chapel Hill Road	This project involves adding two additional travel lanes, a center turn lane and sidewalks on each end.	\$3,000,000
	Chapel Hill Road - SR 166 - W. Chapel Hill Rd	Widening Roadway to three or four lanes with sidewalks on each side.	\$10,000,000
	Kings Highway - Central Church Road to Bill Arp - Operation Improvements	Intersection improvements and operational effectiveness improvements.	\$3,000,000
	Bright Star Road @ Douglas Blvd - Through Lanes Widening	Addition to through lanes to enhance capacity of the intersection.	\$4,000,000
	Federal Aid Projects:		
	Chapel Hill Widening from Dorsett Shoals to Central Church	A joint partnership with the city. This project involves adding one general- purpose lane in each direction along Chapel Hill Road between Central Church Road and Dorsett Shoals Road and adding pedestrian accommodations.	\$7,000,000
	Chapel Hill Interchange Improvements	Addition of Turn lanes on Hospital Dr, realignment of ramps for safety and additional lanes between interchange and Arbor Place Pkwy.	\$2,000,000
	Lee Road Extension	Extending Lee Road corridor from Fairburn to Bomar Rd & adding roundabout on Pope Road	\$3,000,000
	Lee Road Phase I	Widening Roadway from US 78 to Vulcan Dr. and adding sidewalk and multi-use trails along roadway.	\$3,000,000
	CHC Trail	Multi-Use Trail from Boundary Waters Park to Sweetwater Creek State Park	\$4,000,000
	Riverside Pkwy Multi modal	Addition of Sidewalks and trails to connect subdivisions with the elementary school offering safe routes to school.	\$4,500,000
	DOT Grants	Technology and safety Grants Local Match	\$1,000,000
	Modernize Traffic Signals & Signage Improvements	Upgrading Signal Control Technology for robust signal management across the county. Improving Signage outlook across the County	\$1,000,000
	Intersection Improvements		
	Mt Vernon Rd @ Sky View Dr. Turn Lanes	Addition of turn lanes	\$1,500,000
	S. Sweetwater Rd @ Mt Vernon Road - Roundabout	Proposed Roundabout	\$3,200,000
	SR 166 @ Fairplay Turn Lane WB	Addition of turn lanes	\$950,000
	Riverside Pkwy @ Old Lower River Road	Addition of turn lanes	\$950,000
	Sidewalks Connectivity Program	Various Sidewalk Projects Across the County	\$7,850,000
	Street & Ped Safety Program - Traffic Calming Projects	County is developing a safety action plan in partnership with USDOT and recommended improvements will be made through this allocation.	\$2,500,000
	Dial a Ride - Connect Douglas	Transit Project to be rolled out and funded over 6 years.	\$1,800,000
	Douglas County Total		\$132,750,000

City of Douglasville	TIER 1 Projects		
	Bright Star Rd at Bright Star Connector Intersection Improvements	Operations and Safety	\$1,000,000
	Blairs Bridge Road Corridor Improvements	Operations and Safety	\$5,000,000
	Resurfacing	Operations and Safety	\$5,000,000
	Douglasville Sidewalk Connectivity Project	Pedestrian, Bike, Streetscape & Landscape Improvements	\$7,000,000
	Sidewalk, Curb and Gutter Repairs	Pedestrian, Bike, Streetscape & Landscape Improvements	\$6,000,000
	Dallas Hwy Improvements (20% share) (ROW and Utility phase, CONST)	Congestion Relief & Roadway Improvements	\$1,400,000
	Hwy 92 Conversion Project (ROW and Utility phase and CONST)	Congestion Relief & Roadway Improvements	\$5,200,000
	SR 5 Corridor/Interchange Improvements (city/county joint project)	Congestion Relief & Roadway Improvements	\$7,000,000
TIER 2 Projects			
	Chapel Hill Widening	Congestion Relief & Roadway Improvements	\$8,000,000
	Riverside Multi-Modal Accommodations (potential city/county joint project)	Bridges	\$2,000,000
TIER 3 Projects			
	Northside Trail System	Pedestrian, Bike, Streetscape & Landscape Improvements	\$8,400,000
	Riverside Pkwy Multi-Modal Accommodations (potential city/county joint project)	Pedestrian, Bike, Streetscape & Landscape Improvements	\$2,000,000
	Intersection improvements	Operations and Safety	\$2,000,000
	Traffic calming measures	Operations and Safety	\$500,000
	Project Management @8%		\$ 4,840,000
City of Douglasville Total			\$64,735,000

City of Austell	Installation of crosswalk(s) across VMH	Pedestrian safety	\$300,000
	Sidewalks and streetscapes (Line Street from Bowden to VMH)	Pedestrian safety	\$50,000
	Trail connectivity and expansion (Suggs Park)	Trail access and connectivity	\$300,000
	Resurfacing and sidewalks - Pine Street (from Line St. to Lake St.) - Lake Street (from Hotel St. to Oliver St.) - Thompson Street (from Pine St. to Oliver St.)	Pedestrian and vehicular transportation safety	\$160,000
City of Austell Total			\$810,000

City of Villa Rica					
Number	Rating	Street	Subdivision	Length (LF)	Width (FT)
1	2	Catamaran Cove	Bridgewater @ Mirror Lake	1600	26
2	2	Sailing Way	Bridgewater @ Mirror Lake	400	26
3	2	Stillwater Drive	Stillwater @ Mirror Lake	1700	26
4	2	Raccoon Court	Harmon Springs @ Mirror lake	275	26
5	2	Conners Road		9875	20
6	2	Weeping Willow Way	Ashley Place	259	25
7	2	Owls Way	Harmon Springs @ Mirror Lake	172	25
8	2	Reflective Waters Rd.	Ashley Place	1410	25
9	2	Balsom Wood Trail	Ashley Place	1145	25
10	2	Liberty Road		1770	25
11	2	Summer Cypress Dr.	Ashley Place	2150	25
12	2	Reflections Drive	Reflections @ Mirror lake	1310	25
13	2	Birksdale Street	Reflections @ Mirror Lake	122	25
14	2	Silhouette Court	Reflections @ Mirror Lake	160	25
15	2	Boggs Road		2220	22
16	2	Spyglass Drive	Spyglass Hill @ Mirror Lake	1243	25
17	2	Three Wood Drive	Spyglass Hill @ Mirror Lake	1118	25
18	2	Chipping Court	Golfside @ Mirror Lake	1218	25
19	3	Lake Pointe	Overlook @ Mirror Lake	225	25
20	3	Overlook Drive	Overlook @ Mirror Lake	2140	25
21	3	Golfers Way	Overlook @ Mirror Lake	1659	25
22	3	Nautical Way	Beacon Village	1258	25
23	3	Mariner Way	Beacon Village	1052	25
24	3	Hemingway Place	Beacon Village	460	25
25	3	Canongate Parkway	Gateway @ Mirror Lake	2126	25
26	3	Stockmar Road		5900	25
27	3	Carrington Parkway	Carrington @ Mirror Lake	788	25
28	3	New Haven Lane	Carrington @ Mirror Lake	1182	25
29	3	Dartmouth Way	Carrington @ Mirror Lake	2368	25
30	3	Kent Court	Carrington @ Mirror Lake	222	25
31	3	Ashby Way	Carrington @ Mirror Lake	435	25

32	2	Rolling Meadows Road	Ashley Highlands	963	25
33	2	Summer Breeze Drive	Ashley Highlands	1020	25
34	2	Shaded Oasis Lane	Ashley Highlands	916	25
35	2	Serenity Point Lane	Ashley Highlands	660	25
36	2	Lake Breeze Court	West Lakes	1025	25
37	2	Lakehill Court	West Lakes	279	25
Rating Categories 1. Safety Related Issues	2. Roadway needs to be Repaired (Cracking)	3. Roadway Looks Bad			

EXHIBIT “B”

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF DOUGLAS COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 5th day of November, 2024, an election will be held at the regular polling places in all the election districts of Douglas County, Georgia (“Douglas County”), at which time there will be submitted to the qualified voters of Douglas County for their determination the question of whether a special one percent (1%) sales and use tax be imposed in the special district of Douglas County for a period of time not to exceed six (6) years and for the raising of not more than an estimated amount of \$160,000,000.00 for transportation purposes. If the imposition of the tax is approved by the voters, such vote shall also constitute an approval of the issuance of general obligation debt of Douglas County repayable from the TSPLOST in an aggregate principal amount of up to \$60,000,000 (the “Debt”).

The proceeds of such TSPLOST are to be used to finance the projects and purposes described in Exhibit A attached to the Resolution Calling For an Election to Impose a Special District Mass Transportation Sales Tax, adopted on August 6, 2024 including repayment of any debt or other obligations associated with any of said projects and purposes, and to pay the general obligation debt that may be issued in conjunction with the TSPLOST as described below.

The Debt may be issued by Douglas County in one or more separate issuances or series. A portion of the proceeds of the TSPLOST will be used for repayment of the Debt (and interest thereon), if issued, and the portion of the proceeds of the TSPLOST not used for the repayment of the Debt (and interest thereon) will be used to pay costs of Projects and Purposes not funded with the Debt. The maximum interest rate or rates which such Debt is to bear is seven percent (7%) per annum. The Debt would be repayable during the period of receipt of the TSPLOST or within three months after the last scheduled receipt. The debt service on the Debt would not exceed \$14,635,000 in any year.

Voters desiring to vote for the imposition of the TSPLOST shall do so by voting “YES” and voters desiring to vote against the imposition of the TSPLOST 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 Douglas County for a period of time not to exceed six years and for the raising of not more than an estimated amount of \$160,000,000.00 for transportation purposes?”

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 Douglas County, in the principal amount of up to \$60,000,000 for the above purposes.”

The several places for holding the election shall be in the regular and established precincts of Douglas County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on November 5, 2024, 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 7, 2024 through 5:00 p.m.

Any brochures, listings or other advertisements heretofore or hereafter issued by the Board of Commissioners of Douglas County, Georgia (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 Debt and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt, to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

Those residents of Douglas 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 DOUGLAS
COUNTY**