



City of Hogansville

## City Council

Work Session Meeting Agenda

**Tuesday, September 6, 2022**

**Meeting will be held at Hogansville City Hall,  
111 High Street, Hogansville, GA 30230**

Mayor: <b>Jake Ayers</b>	2025	Interim City Manager: <b>Lisa E. Kelly</b>
Council Post 1: <b>Michael Taylor, Jr</b>	2025	City Attorney: <b>Alex Dixon</b>
Council Post 2: <b>Matthew Morgan</b>	2025	Chief of Police: <b>Jeffrey Sheppard</b>
Council Post 3: <b>Mandy Neese*</b>	2023	
Council Post 4: <b>Mark Ayers</b>	2023	
Council Post 5: <b>Toni Striblin</b>	2023	* Mayor Pro-Tem

### **Work Session Meeting – 5:00 pm**

#### **Order of Business**

1. Royal Theater - Dunwoody Beeland Architect
2. SPLOST 6

STATE OF GEORGIA  
COUNTY OF TROUP

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM TROUP COUNTY**  
**SPECIAL PURPOSE LOCAL OPTION SALES TAX**  
**FOR CAPITAL OUTLAY PROJECTS (SPLOST V)**

THIS AGREEMENT is made and entered this the 17<sup>th</sup> day of July 2017 by and between Troup County, a political subdivision of the State of Georgia (the "County"), and the City of Hogansville, the City of LaGrange, and the City of West Point, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively).

**WITNESSETH:**

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

**WHEREAS**, the County and Municipalities met to discuss possible projects for inclusion in a SPLOST referendum on the 21<sup>st</sup> day of February, 2017 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

**WHEREAS**, the County and the Municipalities have negotiated a division of SPLOST proceeds as authorized by the Act and which, if approved by referendum, shall be Troup County SPLOST V (hereafter "SPLOST V").

**NOW, THEREFORE**, in consideration of the mutual promises and understandings 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; and

- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
  - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7<sup>th</sup> day of November, 2017 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST (SPLOST V) shall be imposed on all sales and uses within the special district of Troup County for a period of twenty-four quarters, commencing on the 1<sup>ST</sup> day of January, 2019, to raise an estimated \$70,000,000.00 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;
  - (ii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
  - (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
  - (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.
- (C) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 et seq. and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq.
- (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 and in accordance with the priority order referenced in Section 8 of this Agreement.
- (E) The County and Municipalities agree that each approved SPLOST V project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- (F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST V proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

## **SECTION 2. CONDITIONS PRECEDENT**

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of a SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- (B) This Agreement is further conditioned upon the approval of the proposed imposition of a SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- (C) This Agreement is further conditioned upon the collecting of SPLOST V revenues by the state revenue commissioner and transferring same to the County.

## **SECTION 3. EFFECTIVE DATE AND TERM OF THE TAX**

SPLOST V, subject to approval in an election to be held on November 7, 2017, shall continue for a period of six (6) years with collections beginning on January 1, 2019 or the date specified as the collection start date by the state revenue commissioner.

## **SECTION 4. EFFECTIVE DATE AND TERM OF THIS AGREEMENT**

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (A) The official declaration of the failure of the election described in this Agreement;
- (B) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (C) The completion of all projects described in Exhibit A.

## **SECTION 5. COUNTY SPLOST V FUND; SEPARATE ACCOUNTS; NO COMMINGLING**

- (A) A special fund or account shall be created by the County and designated as the 2017 Troup County Special Purpose Local Option Sales Tax Fund ("SPLOST V Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST V 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 2017 LaGrange/Hogansville/West Point Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST V proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST V 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 V

proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST V proceeds shall be placed in such funds or accounts.

#### **SECTION 6. PROCEDURE FOR DISBURSEMENT OF SPLOST V PROCEEDS**

- (A) Upon receipt by the County of SPLOST V proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the SPLOST V Fund. The monies in the SPLOST V 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 V proceeds in the SPLOST V Fund, shall within 10 business days disburse the SPLOST V 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.
- (C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

#### **SECTION 7. PROJECTS**

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

#### **SECTION 8. PRIORITY AND ORDER OF PROJECT FUNDING**

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of 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.
- (B) If a county-wide 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-wide project in Exhibit A.

- (C) If a county specific 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 specific project listed in Exhibit A.
- (D) 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.
- (E) The County and Municipalities agree that each approved SPLOST V project associated with this Agreement shall be completed or substantially completed within six years of the termination of SPLOST V.

#### **SECTION 10. CERTIFICATE OF COMPLETION**

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

#### **SECTION 11. EXPENSES**

The County shall administer the SPLOST V Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST V Fund which shall be distributed to County as set forth in Exhibit A. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST V election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST V proceeds deposited in the SPLOST V Fund.

#### **SECTION 12. AUDITS**

- (A) During the term of this Agreement, the distribution and use of all SPLOST V proceeds deposited in the SPLOST V Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST V 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 V proceeds by the Municipality.

### **SECTION 13. 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:

For Troup County:

Troup County Manager  
Troup County Government Services Center  
100 Ridley Avenue  
LaGrange, Georgia 30240  
(706) 883-1610

For City of Hogansville:

City of Hogansville  
Attn: City Manager  
400 E. Main Street  
Hogansville, Georgia 30230  
(706) 637-8629

For City of LaGrange:

City of LaGrange  
Attn: City Manager  
P.O. Box 430  
LaGrange, Georgia 30241  
(706) 883-2010

For City of West Point:

City of West Point  
Attn: City Manager  
P.O. Box 487  
West Point, Georgia 31833  
(706) 645-3500

### **SECTION 14. ENTIRE AGREEMENT**

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

**SECTION 15. AMENDMENTS**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities. No amendment of this Agreement shall be required in the event County or one of the Municipalities should declare a project infeasible pursuant to O.C.G.A. § 48-8-123.

**SECTION 16. GOVERNING LAW**

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

**SECTION 17. SEVERABILITY**

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

**SECTION 18. COMPLIANCE WITH LAW**

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

**SECTION 19. NO CONSENT TO BREACH**

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

**SECTION 20. COUNTERPARTS**

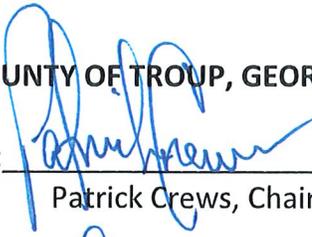
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

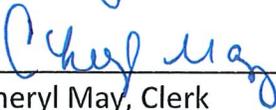
**SECTION 21. MEDIATION**

The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

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

**COUNTY OF TROUP, GEORGIA**

By:   
Patrick Crews, Chairman

Attest:   
Cheryl May, Clerk

**CITY OF HOGANSVILLE, GEORGIA**

By:   
William Stankiewicz, Mayor

Attest:   
Lisa Kelly, City Clerk

**CITY OF LAGRANGE, GEORGIA**

By:   
James C. Thornton, Mayor

Attest:   
Teresa Taylor, Assistant City Manager

**CITY OF WEST POINT, GEORGIA**

By:   
Steven M. Tramell, Mayor Pro-Tem

Attest:   
Richard McCoy, City Clerk

## EXHIBIT A

### PART 1. IDENTIFICATION OF PROJECTS

TABLE 1: COUNTY-WIDE PROJECTS \*

<u>PROJECT</u>	<u>ESTIMATED COST</u>
911 Upgrades	\$250,000.00
The Thread – Multi-Use Trail **	\$5,000,000.00
Parks	\$6,200,000.00
Roads and Bridges	\$8,000,000.00
Renovations (Jail, P&R, administrative/public safety)	\$1,400,000.00
Hogansville Recreation ***	\$750,000.00
West Point Recreation ****	\$1,500,000.00

\* Except for The Thread – Multi-Use Trail project and Hogansville Recreation project (see below), projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

\*\* County-wide project funds for The Thread – Multi-Use Trail to be forwarded to and administered by the City of LaGrange.

\*\*\* County-wide project funds for Hogansville Recreation to be forwarded to and administered by the City of Hogansville in consultation with the Troup County Parks and Recreation Director.

\*\*\*\* County-wide project funds for West Point Recreation to be forwarded to and administered by the City of West Point in consultation with the Troup County Parks and Recreation Director.

TABLE 2: COUNTY SPECIFIC PROJECTS\*

<u>PROJECT</u>	<u>ESTIMATED COST</u>
Renovations/Replacement of county facilities (Fuel Center, administrative offices, public safety/court facilities)	\$1,500,000.00
Vehicle/Equipment Replacement	\$2,170,000.00
Fire Department	\$8,076,000.00
Roads and Bridges	\$8,204,000.00

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of Troup County, Georgia.

TABLE 3: CITY OF HOGANSVILLE PROJECTS\*

<u>PROJECT</u>	<u>ESTIMATED COST</u>
Water, Sewer and Equipment	\$1,200,000.00
Roads, Sidewalks and Equipment	\$1,200,000.00
Recreation, Parks and Trails	\$750,000.00
City Equipment	\$350,000.00

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of Hogansville.

TABLE 4: CITY OF LAGRANGE PROJECTS\*

<u>PROJECT</u>	<u>ESTIMATED COST</u>
The Thread – Multi-Use Trail	\$5,000,000.00
Park Upgrades	\$550,000.00
Gateway Corridor Enhancements	\$2,000,000.00
Roads and Bridge Improvements	\$6,000,000.00
Utility Relocation	\$1,400,000.00
Regional Storm Water Management Initiatives	\$1,000,000.00
Public Safety	\$4,000,000.00

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of LaGrange, Georgia.

TABLE 5: CITY OF WEST POINT PROJECTS\*

<u>PROJECT</u>	<u>ESTIMATED COST</u>
Roads and Sidewalks	\$2,000,000.00
Parks	\$1,500,000.00

\* Projects are of equal priority and shall be scheduled and shall be fully or partially funded in the discretion of the City of West Point, Georgia.

PART 2. ESTIMATED PROCEEDS

The Parties estimate that total SPLOST V Revenues will be \$70,000,000.00 million dollars over the 6-year period. The estimated revenue to be dedicated to county-wide projects is 23.1 million dollars; the estimated revenues to be dedicated to county specific projects is 19.95 million dollars; the estimated revenues to be dedicated to City of LaGrange projects is 19.95 million dollars; the estimated revenues to be dedicated to City of Hogansville projects is 3.5 million dollars; the estimated revenues to be dedicated to City West Point projects is 3.5 million dollars.