

City of Hogansville

City Council

Work Session Meeting Agenda

Monday, August 1, 2022

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

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

<u>Work Session Meeting – 5:00 pm</u>

Order of Business

- 1. Police Department Radio Communications
- 2. Troup County School System School Resource Officer (SRO)
- 3. City Manager/Assistant City Manager Job Descriptions
- 4. Parks & Recreation Projects
- 5. Royal Theater/Construction Update
- 6. SPLOST 6 Implementation
- 7. Turnipseed Water/Sewer Upgrades

AGREEMENT

STATE OF GEORGIA COUNTY OF TROUP HOGANSVILLE, CITY OF

THIS AGREEMENT made and entered as of August 2022 by and between Hogansville, Georgia, (hereinafter referred to as "City"), Jeffrey A. Sheppard AS Chief of Hogansville Police, (hereinafter referred to as "Chief"), and the **TROUP COUNTY BOARD OF EDUCATION**, (hereinafter referred to as "Board").

WITNESSETH THAT:

WHEREAS, Board owns, operates, and maintains educational facilities (hereinafter referred to "facilities") within Hogansville Georgia.

WHEREAS, Board in its discretion desires to provide increased presence of law enforcement personnel on and about the campus of Hogansville Elementary school, and other educational facilities as requested and agreed upon by the parties.

WHEREAS, Board and Chief in order to appropriately and adequately protect the public health, safety and welfare, deem it necessary and proper that the area in and around said school, and other educational facilities as requested and agreed upon by the parties, be targeted and provided with a higher and more concentrated level of law enforcement.

WHEREAS, the parties are authorized to enter the Agreement pursuant to and in accordance with the provisions of Articles IX, Section III, Paragraph I of the Constitution of the State of Georgia:

NOW THEREFORE, for in and consideration of the mutual benefits which will accrue to the parties as a result of this Agreement and in further consideration of the sums of money hereinafter stipulated to be paid by the Board to City and the terms and conditions hereinafter set forth, the parties do hereby covenant and agree as follows:

1. TERM

This Agreement shall be effective, and the term hereof shall commence on the 1st day of August 2022, however, shall be automatically renewed thereafter from year, in successive one (1) year terms, except that either party may terminate this Agreement during said renewal terms upon sixty (60) day notice.

2. Payment

During the initial term of this Agreement, Board will annually pay the County \$51,500.00 (the "Contract Sum") and increase 3% per year for Hogansville Elementary School. Unless Board notifies City in writing of its intent to negotiate at least sixty (60) days prior to the end of the current term, the Contract Sum shall be increased by three percent (3%) annually beginning August 1, 2023. And throughout the term of this Agreement or any renewal any year thereafter. The Contract Sum shall

be paid by Board to City in prorated monthly installments within fifteen (15) days of invoice from City.

Requests by Board for services outside of the scheduled hours set forth herein may be made available by City, if available in its discretion, at an additional cost of \$40.00 per hour, per officer assigned.

3. Police Officer

- A. During the term of this Agreement, Hogansville Police will provide one (1) Trained Police officer (sometimes hereafter referred to as "School Resource Officer") and necessary equipment who will have primary, but not exclusive, responsibility to provide Police service and security service for Hogansville Elementary School during regular scheduled school hours on regularly scheduled school days. Any Officer assigned hereunder as a School Resource Officer shall be required to obtain specialized training for School Resource Officers consistent with O.C.G.A. 35-8-27. The Officer as School Resource Officer will have the primary, but not exclusive, responsibility to provide law enforcement service and security service at the school during regular scheduled school hours on regular scheduled school days and each Elementary School event.
- B. During the term of this Agreement or any renewal thereof, Board and City may agree to provision of additional School Resource Officers from time to time, without formal amendment of this Agreement. In such event, the payment requirement shall be increased to reflect the additional officer(s), with all other terms and conditions of this Agreement applying to any such additional officer(s).

4. Duties

The School Resource Officer assigned by City to perform the duties specified in Paragraph five (5) hereof will at all times be employees of the Hogansville Police Department and will be subject to and under the sole control of the appropriate officials of the Hogansville Police Department and will at no time be employees of or subject to control by Board or any of the agents, officers or employees of Board.

5. **RESPONSIBILITY**

A. The responsibility of the officer assigned pursuant to the provisions of this contract will be to enforce appropriate criminal federal, state, and local laws and ordinances to the extent and in the manner deemed appropriate by such officer and their superior law enforcement officers and the Hogansville Police Department. In addition, the officer so assigned may perform such other security and patrol functions as may requested by Board agreed to by City. The Board and officers, agents and employees may report criminal activities or make complaints to the Hogansville Police Department, or the officer assigned under this contract who will in furtherance of their respective duties and responsibilities take such action related thereto as shall be deemed appropriate in the exercise of such duties and responsibilities and their law enforcement obligations. Board, its officers, agents, and employees, to the extent appropriate and to the extent able, will cooperate with and

assist the Hogansville Police Department in the exercise of its law enforcement responsibilities in and around the facilities.

B. The School Resource Officer assigned hereunder shall have no authority to and shall not administer discipline to students, investigate breaches of general discipline of students, violations under Troup County Student Behavior Code, or give, advocate, or make any disciplinary decisions.

6. REPORTS

Any arrest report, incident report, investigative report or other material or documents prepared or filed by or with The Hogansville Police Department which may relate, directly or indirectly, to the activities of Board in its operation of the facilities shall be available to the appropriate officers and agents of Board, the same as such documents are now available except any such documents covered by the confidentiality laws or for which disclosure is otherwise prohibited by law.

7. RESPONSE

It is understood by and between the parties hereto that any School Resource Officer assigned to police and/or patrol the facilities pursuant to the provisions hereof shall at all times have the right to call upon other officers or units of The Hogansville Police Department for assistance or backup. Conversely, it is understood and agreed that the assigned School Resource Officer shall likewise be subject to call and will respond if requested or directed in other areas of City and/or emergencies within city. However, Hogansville Police Department will make a reasonable effort not to divert officers from schools unnecessarily.

8. EMPLOYEES; INDEMNIFICATION

The assigned officer does not and will not at any time be or become the agent or employees of Board and Board, by virtue of its payment of money to City pursuant to this Agreement, does not and will not become the employer of the assigned officer or any other officers, agent, or employees of City. Moreover, Board will not at any time be responsible for the acts, actions or performance of such officers, or the failure to act, inaction or failure to perform of such officers. In furtherance thereof, City will indemnify and hold harmless Board, its officers, agents, or employees for or against any claims or damages caused by or which may result from exercise by City of the obligations under this contract unless and to the extent the negligence or inappropriate actions or activities of an officer, agent, or employees of Board shall cause or contribute to any injury or damage for which a claim is made.

9. COUNTY INDEMNIFICATION

Board will indemnify, save, and hold City, its officers, agents, and employees, harmless from any and all claims for damages, demand or causes of action which may result from the negligence of Board, its officers, agents or employees as relates to this Agreement.

10. TERMINATION

This Agreement may be terminated at the election of the aggrieved party upon material breach of the obligations set forth herein.

11. NOTICE

Any notice authorized or required to be given pursuant to the provision hereof shall be deemed to have been delivered and received by the party to which such notice is given and addressed provided the same shall be delivered in person to an authorized officer, agent or employee of such party shall be placed in the United States mail, registered or certified mail, with sufficient postage thereon addressed to such party at the following addresses.

To Board: Dr. Brian Shumate, Superintendent Troup County Board of Education 100 North Davis Road, Building C Lagrange, Georgia 30241

To City: Hogansville, Georgia Attn: Jake Ayers, Mayor 111 High Street Hogansville, Georgia 30230

To Chief: Hogansville Police Department Attn: Chief Jeffrey Sheppard 117 Lincoln Street Hogansville, Georgia 30230

12. Amendment

This Agreement shall not be altered or amended except in writing signed by the parties hereto their duly authorized agents and employees.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized agents and employees have caused their respective names and seals hereunto affixed on the day and year first above written.



CITY OF HOGANSVILLE SPLOSTS SUMMARY Thru 2022 July 28

1,052,154
710,840
341,314

2019 SPLOST Funds Received To Date			\$ 3,289,40
2019 SPLOST EA	R MARK PROJECTS		
	Status		
Water/Sewer & Equipment			\$ 1,200,00
CDBG 2019 Match	Complete	\$ 449,000	\$ 751,00
Askew Sink hole	Scheduled	\$ 26,000	\$ 725,00
Sewer Line Camera	Complete	\$ 54,000	\$ 671,00
CDBG 2021 Match	Design Phase	\$ 398,200	\$ 272,80
Expenses spent to date		\$ 561,847	
Unobligated Funds		\$ 638,153	
Road, Sidewalks & Equipment			\$ 1,200,00
Pine Street Paving	Complete	\$ 150,000	\$ 1,050,00
Village Sidewalk repairs	Complete	\$ 37,500	\$ 1,012,50
Village Sidewalk replacement	Complete	\$ -	\$ 970,00
Expenses spent to date		\$ 991,181	
Unobligated Funds		\$ 208,819	
Recreation/Park/Trails			\$ 1,500,00
Trail Tower V	Complete	\$ 225,000	\$ 1,275,00
Lake Jimmy Jackson Pavillions	Complete	\$ 95 <i>,</i> 000	\$ 1,180,00
Isiah Lofton Park	Complete	\$ 198,000	\$ 982,00
Clock Park	Planning stage	\$ 100,000	\$ 882,00
Amphitheater	Design stage	\$ 300,000	\$ 582,00
Land/Conserv. Grant DNT	Ready to Bid	\$ 250,000	\$ 332,00
Tennis Court Lighting Project		\$ 30,000	\$ 302,00
Expenses spent to date		\$ 1,211,435	
Unobligated Funds		\$ 288,565	
City Equipment			\$ 350,00
USDA Match for City Hall Furniture	Complete	\$ 25,000	\$ 325,00
Received USDA grant funds for City Hall Furniture	Complete	\$ (25,000)	\$ 350,00
3 Police vehicles	Complete	\$ 150,000	\$ 200,00
Received USDA grant funds for police vehicles	Complete	\$ (50,000)	\$ 250,00
Received USDA loan funds for police vehicles	Repayment Jul 2022	\$ (87,700)	337,70
Police mobile laptops/e-ticket	Not Yet Purchased	\$	\$ 289,70
Expenses spent to date		\$ 407,174	
Unobligated Funds		\$ (57,174)	

2013 SPLOST EAR MARK PROJECTS

Remaining Funds in 2013 SPLOST Bank Account			\$ 710,840
Renovate Royal Theater	Design Phase	\$ 700,000	\$ 10,840
Interest earned (CBT and GF1) For Theater		\$ 10,840	\$ -
Expenses spent to date		\$ 180,004	
Unobligated Funds		\$ 710,840	

The City is regrouping since the City did not receive the additional \$2.7 million requested from Georgia Department of Community Affairs and our Construction Manager at Risk approach was halted by our largest funder -- Economic Development Adminstration. The five CMAR proposers were notified and encouraged to apply when this project now goes out for construction contractor bids under the design-bid-construction approach.

Dunwody-Beeland Architects are now taking the 2019 Carter Watkins architectural drawings and redrawing sections to clarify and value engineer this project back down to \$2 million. Their projected completion dates are:

- December 15, 2022 -- Redesign completed,
- January 26, 2023 -- Design clears EDA and is put to bid,
- February 28, 2023 -- Construction bids are due,
- March 20, 2023 Bid award by City Council,
- March 22, 2023 -- Notice to Proceed and preconstruction conference,
- March 27, 2023 Construction begins, and
- March 27, 2024 Construction is complete.

This schedule will meet EDA's original construction completion date of October 19, 2024, but will require an amended construction start date.

We have requesting a six-month extension to EDA's October 19, 2022 construction start date, which would extend that construction start date to April 19, 2023.

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Uriginal Application								
	Private	Private	Hogansville	GA Dept				
	Investment:	Investment:	Historical	of Ec Dev	EDA	USDA	2013-2018	
Project Activity	<u>Callaway</u>	<u>Individual</u>	<u>Society</u>	<u>GA Arts Council</u>	<u>Funds</u>	<u>RBDG</u>	Royal SPLOST	TOTAL
1) Stabilize Building Envelope				45,000.00		42,500.00	15,000.00	102,500.00
2) Perform Selective Demolition							145,000.00	145,000.00
3) Stabilize Interior Structure						67,500.00	90,000,00	157,500.00
4) Reconstruct Interior & Exterior			1					
Elements/Walls/Doors						90,000,00	185,000.00	275,000.00
5) Restore Bldg Systems including HVAC,								
Electrical, Plumbing, Sprinklers	63,730.00			30,000.00	642,000.00			735,730.00
6) Install Interior Finishes including Flooring/								
Wall Ornmentation/Ceilings/Trim					108,000.00		157,000.00	265,000.00
7) Install Equipment including Sound, Lighting								
Machinery	186,270.00	500.00	2,750.00				14,200.00	203,720.00
8) Perform Final Cleaning/Punch List/Training								
and Owner Occupancy							87,000.00	87,000.00
								1,971,450.00
Construction Total								
Architect Services during Construction							30,800.00	30,800.00
Total, Construction + A/E Services								2,002,250.00
Public / Private Sources								
Private Investment - Callawav Foundation	250.000.00							250,000.00
Private contribution - former resident		500.00						500.00
Hogansville Historical Society			2,750.00					2,750.00
EDA ARPA Tourism Construction Funds					750,000.00			750,000.00
Local Funds (Royal Theater SPLOST)							724,000.00	724,000.00
State/Fed Funds (GA Arts Council)				75,000.00				75,000.00
State/Fed Funds (USDA RBDG)						200,000.00		200,000.00
Total Private/Public Sources								2,002,250.00
Notes:								
Contingency built into construction figures								
Decign cervices - \$99 500 naid in 2018-2021								

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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 Π 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 21st 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

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- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th 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 1ST 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:
 - 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.

COPY

SECTION 13. NOTICES

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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.

COPY

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.

TROUP, GEORGIA COUN OF 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 De Attest: Richard McCoy, City Clerk

EXHIBIT A

PART 1. IDENTIFICATION OF PROJECTS

TABLE 1: COUNTY-WIDE PROJECTS *

PROJECT ESTIMATED COST 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 \$1,400,000.00 Renovations (Jail, P&R, administrative/public safety) 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*

PROJECT	ESTIMATED COST
Renovations/Replacement of county facilities	\$1,500,000.00
(Fuel Center, administrative offices, public safety/court	
facilities)	
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*

PROJECT

Water, Sewer and Equipment Roads, Sidewalks and Equipment Recreation, Parks and Trails City Equipment ESTIMATED COST \$1,200,000.00 \$1,200,000.00 \$750,000.00 \$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*

PROJECT	ESTIMATED COST
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>	ESTIMATED COST
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.