

RESOLUTION R-05-20

A RESOLUTION OF THE SOLE COMMISSIONER OF WALKER COUNTY, GEORGIA IMPOSING A COUNTY 1% (ONE PERCENT) SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF WALKER 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 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the "Act") authorizes the imposition of a county 1% (one percent) Special Purpose Local Option Sales and Use Tax ("SPLOST") for the purpose of funding certain capital outlay projects which include those set forth herein; and

WHEREAS, the Sole Commissioner of Walker County, Georgia ("Commissioner") has determined that it is in the best interest of the citizens of Walker County, Georgia ("County") that a 1% (one percent) SPLOST be imposed within the County to raise approximately \$44,000,000 for the purpose of funding capital outlay projects ("Projects"); and

WHEREAS, the Sole Commissioner delivered a written notice ("Notice") to the Mayor in each municipality located within the County regarding the continuation of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of LaFayette, the City of Chickamauga, the City of Rossville, the City of Lookout Mountain and the City of Fort Oglethorpe (collectively "Municipalities") met and discussed the possible projects for inclusion in the referendum, including municipality owned and operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held prior to the issuance of a call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement ("Agreement") with the Municipalities that are parties to the Agreement; and

2. The ballots to be used in the election shall have written or printed thereon substantially the following:

“()” Yes

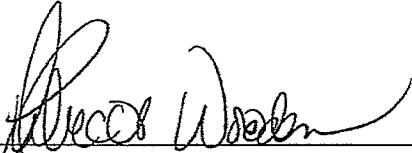
“()” No

Shall a special one percent sales and use tax be imposed in the special district of Walker County for a period of time not to exceed six years and for the raising of an estimated amount of \$44,000,000 for the purpose of (A) funding for Walker County: (1) equipment, technology, and facilities upgrade for emergency management and first responders; (2) equipment for law enforcement vehicles and for law enforcement body and vehicle cameras; (3) equipment, vehicles, and facilities upgrades for emergency services and fire stations; (4) public works equipment, roadside mowers, vehicles, road paving, bridge replacements and upgrading, and right-of-way improvements; (5) equipment and facilities improvements for the LaFayette/Walker Senior Citizens Center, Agriculture Center, public libraries, historic Marsh House, and Civic Center campus; (6) improvements for county facilities including courthouse and courthouse annex, transportation maintenance facility, animal shelter, computer systems and technology advancements, and county vehicles; and (7) equipment, vehicles, and facility improvements for county landfill operations; (B) funding for the City of LaFayette: (1) improvements for roads, bridges, sidewalks, and utilities; (2) smart grid technology for electric and broadband internet; (3) police/fire/911 communications; (4) emergency management generators for water/sewer; (5) library; (6) remote learning/small business development center; (7) development of downtown district; (8) Ross Abney multi-use facility; (9) train depot; (10) recreational facilities, City Lake, walking/biking trails; (10) Main Street and West LaFayette corridors; (C) funding for City of Chickamauga: (1) business district economic development and improvement projects; (2) street improvements; (3) utility system upgrades; (4) city parks, playgrounds, and ballfields improvements; (5) purchase of government vehicles, garbage truck; city emergency and utility communications and technology equipment; (6) government buildings renovations, equipment, and technology upgrades; and (7) train depot improvements; (D) funding for City of Rossville: (1) economic development and downtown revitalization, including McFarland Avenue corridor area, Chickamauga Avenue corridor area, small business development center, and historic downtown district; (2) public safety communications equipment; (3) public works equipment and transportation improvements; (4) stormwater/sewer maintenance and repair; (5) utility infrastructure

SO RESOLVED AND ADOPTED this 13th day of February 2020.

ATTEST:

WALKER COUNTY, GEORGIA


REBECCA WOODEN, County Clerk

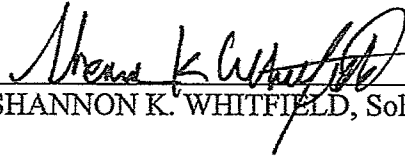

SHANNON K. WHITFIELD, Sole Commissioner

Exhibit A



Walker County Capital Projects List for the 2020 SPLOST

Emergency Management

| | |
|--|------------------------------|
| Capital Investment Equipment for additional Walker County 911 communication radio tower | \$750,000.00 |
| Capital equipment for Emergency Management & First Responder radio communication & computer technology | \$1,000,000.00 |
| Emergency Generators for facilities and critical systems | \$850,000.00 |
| Capital Investment for equipment, technology, and facilities upgrades for the 911 Center Operations | \$425,000.00 |
| Sub-total | <u>\$3,025,000.00</u> |

Sheriff's Department

| | |
|--|------------------------------|
| Capital equipment for Law Enforcement Vehicles, including outfitting of vehicles | \$2,500,000.00 |
| Capital equipment for Law Enforcement Body & Vehicle Cameras | \$400,000.00 |
| Sub-total | <u>\$2,900,000.00</u> |

Fire Department

| | |
|--|------------------------------|
| Emergency Services equipment including Emergency Services Vehicles, outfitting of vehicles, and Fire Station Facilities Improvements | \$3,750,000.00 |
| Facility completion of the Hinkle Fire Department on Lookout Mountain | \$300,000.00 |
| Sub-total | <u>\$4,050,000.00</u> |

Public Works

| | |
|--|------------------------------|
| Investment in Public Works Equipment, Roadside Mowers, and Vehicles | \$3,000,000.00 |
| Capital Investment for right-a-way improvement, Road Paving, Bridge replacement/upgrades | \$6,000,000.00 |
| Sub-total | <u>\$9,000,000.00</u> |

Community Development

| | |
|--|------------------------------|
| Capital Investment in equipment and facility improvements to the Lafayette/Walker Senior Citizen Center | \$200,000.00 |
| Capital Investment in equipment and building addition/expansion to the Agriculture Center | \$1,200,000.00 |
| Capital Investment in technology advancements, books, and facility improvements for our (3) Public Libraries | \$150,000.00 |
| Capital improvements for the Historic Marsh House | \$90,000.00 |
| Capital Investment in Recreational improvements for the Civic Center Campus | \$350,000.00 |
| Capital Investment in additional fire hydrants | \$250,000.00 |
| Sub-total | <u>\$2,240,000.00</u> |

General Government

| | |
|--|------------------------------|
| Capital Improvements/Investment of county facilities including Courthouse and Courthouse Annex | \$4,100,000.00 |
| Capital Investment for computer systems and technology advancements | \$325,000.00 |
| Capital equipment for Transportation Maintenance Facility | \$175,000.00 |
| Capital Investment in County Vehicles | \$700,000.00 |
| Capital Investment in equipment and facility improvements to the Animal Shelter | \$145,000.00 |
| Sub-total | <u>\$5,445,000.00</u> |

Landfill

| | |
|---|--|
| Capital equipment, vehicles, and facility improvements for County Landfill operations | Sub-total <u>\$1,500,000.00</u> |
|---|--|

Grand Total \$28,160,000.00

To the extent available, the County may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition and construction cost and available funds, the County may chose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent the proceeds of the SPLOST, together with other available funds of the County, are insufficient to complete any of the capital outlay projects.

| | | |
|---|--|--------------|
| Chickamauga Gate Way & Way Finding Signs | | 50,000.00 |
| Total | | 162,200.00 |
| <u>Utility System Upgrades (321-54-1491)</u> | | |
| Utility Meter Replacement | | 225,000.00 |
| Utility Software PC and Software upgrade | | 155,000.00 |
| Electric Charging Stations Downtown | | 9,800.00 |
| Total | | 389,800.00 |
| Grand Total | | 1,686,880.00 |
| | | |
| <u>Chickamauga Business Districts Economic Development & Improvement Projects</u> | | |
| <u>\$1,760,000.00 / Tier Projects</u> | | |
| Commercial District Revitalization | | 1760000 |
| Water and Sewer Upgrades | | |
| Storm Water Improvements | | |
| Electric Underground and Improvements | | |
| Vehicle Parking & Land Acquisition | | |
| City Building Improvements | | |
| Sidewalk Improvements | | |
| Street / Alley improvements | | |
| Wireless Internet | | |
| Project Design | | |
| Total | | \$3,446,880 |

City of Lookout Mountain, Georgia
Special Purpose Local Option Sales Tax (SPLOST) Project List 2020-2025

a) **Downtown Development:** Capital Investments as needed for Downtown Development, including but not limited to construction, renovation and/or equipping of a City Hall, Fire Hall and other Town Center improvements and infrastructure, and retirement of debt incurred for those investments, up to **\$1,760,000.00.**

b) **Public Works Facilities:** Capital Investments as needed for public works facilities, including but not limited to construction, renovation and/or equipping of Public Works vehicle and equipment storage facilities, up to **\$25,000.00.**

c) **Sewer and Stormwater:** Capital Investments as needed for the City's sewer and stormwater systems, including but not limited to pump station equipment, improvements and renovations, up to **\$50,000.00.**

d) **Administration Facilities:** Capital Investments as needed for City administrative facilities, including but not limited to debt service for construction and equipping of City-owned Town Center facilities, up to **\$300,000.00.**

e) **Public Works:** Capital Investments as needed including but not limited to acquisition of equipment and vehicles for Public Works Department, up to **\$120,000.00.**

f) **Public Safety:** Capital Investments as needed including but not limited to acquisition of equipment and vehicles for Fire and Police Department, up to **\$275,000.00.**

g) **Parks and Recreation:** Capital Investments as needed for City parks and recreation including but not limited to acquisition of land, field lights, equipment and vehicles for parks and recreation, up to **\$70,000.00.**

h) **Solid Waste:** Capital Investments as needed for Solid Waste Department, including but not limited to acquisition of vehicles and/or equipment for solid waste and/or brush collection, up to **\$25,000.00.**

i) **Streets and Public Ways:** Capital Investments as needed including but not limited to acquisition, construction, reconstruction, repair, improvements, and installation of streets, sidewalks, pathways, green spaces and/or buildings, up to **\$7,960.00.**

All projects will have equal priority and will be fully funded. Weather, availability of contractors, availability of city workers and equipment, and other factors may affect each project individually. While each project will receive its respective allocation of SPLOST funds as needed for completion, each project will proceed and be funded on an as needed and as ready basis. Any additional SPLOST revenue will be used within the eight categories listed.

EXHIBIT D

LaFayette SPLOST List 2020

| | |
|--|-------------|
| Recreational Facilities (Swimming Pool, Splash pad, Building improvements) | \$900,000 |
| Ross Abney Multi-use Facility, Concerts, Events | \$500,000 |
| West LaFayette Corridor improvements | \$150,000 |
| Streetscape improvements | \$250,000 |
| Police/Fire/911 communications – radio tower, radios | \$275,000 |
| City Lake Improvements | \$150,000 |
| Walking/Biking trails connecting recreational assets | \$275,000 |
| Train Depot | \$75,000 |
| Connect High school to Main Street with sidewalk | \$300,000 |
| Develop Downtown District with Downtown Development Authority | \$750,000 |
| Main Street / Gateway corridor improvements | \$350,000 |
| Hazard Mitigation – Emergency Management – generators for water/sewer | \$165,000 |
| Remote learning / Small Business Development Center | \$500,000 |
| Library | \$60,000 |
| Smart grid technology for Electric, Broadband Internet | \$800,000 |
| Roads / Bridges / Sidewalk / Utility Improvements | \$1,100,000 |

Acquisition, construction, and equipping of any property, both real and personal, necessary in connection with the above-described capital outlay projects, and renovations, additions, improvements, and equipping of existing buildings, properties, and facilities of the City of LaFayette.

To the extent available, the City may combine available funds with proceeds of the SPLOST, and any other available funds, to pay the costs of the above-described capital outlay projects. Plans and specifications for these projects have not been completed and bids or proposals have not been received. Depending upon acquisition, construction and equipping costs and available funds, the City may choose which capital outlay projects to undertake or not undertake, or to delay until additional funding is available, to the extent that proceeds of the SPLOST, together with other available funds of the City, are insufficient to complete any of the above-described capital outlay projects. All above-described capital outlay projects shall have equal priority and will be fully funded, unless otherwise specified.

district economic development and improvement projects; (2) street improvements; (3) utility system upgrades; (4) city parks, playgrounds, and ballfields improvements; (5) purchase of government vehicles, garbage truck; city emergency and utility communications and technology equipment; (6) government buildings renovations, equipment, and technology upgrades; and (7) train depot improvements; (D) funding for City of Rossville: (1) economic development and downtown revitalization, including McFarland Avenue corridor area, Chickamauga Avenue corridor area, small business development center, and historic downtown district; (2) public safety communications equipment; (3) public works equipment and transportation improvements; (4) stormwater/sewer maintenance and repair; (5) utility infrastructure improvements; and (6) improvements to City library, recreation facilities, and historic area facilities; (E) funding for City of Lookout Mountain: (1) capital investment for downtown development, including construction, renovation and/or equipment for City Hall, Fire Hall, city administrative facilities, and other Town Center improvements; (2) public work facilities including equipment storage facility and a vehicle; (3) sewer and stormwater improvements; (4) public works department equipment and vehicles; (5) parks and recreation improvements; (6) fire and police department vehicles and equipment; (7) solid waste department vehicles and/or equipment; and (8) improvements to streets, sidewalks, and green spaces; and (F) funding for the City of Fort Oglethorpe: (1) Water and sewer projects; and (2) police vehicle and equipment?

SPLOST INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF WALKER

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2020
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the 10th day of February, 2020, by and among Walker County, Georgia, a political subdivision of the State of Georgia (the "County"), the City of LaFayette, Georgia, the City of Rossville, the City of Chickamauga, the City of Lookout Mountain, and the City of Fort Oglethorpe, Georgia, municipal corporations created and existing under the laws of the State of Georgia (the "Municipalities", individually and consecutively).

WITNESSETH:

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Act"), authorizes the levy of a one percent Special Purpose Local Option Sales Tax (the "SPLOST") within the special district of Walker County created by O.C.G.A. § 48-8-110.1(a) (the "Special District") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the Special District; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 3rd day of February, 2020, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the Act allows the proceeds of the SPLOST to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more "qualified municipalities" (as defined in the Act) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the Municipalities desire to enter into this Contract to meet the provisions of O.C.G.A. § 48-8-115(b)(1);

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement and in furtherance of the mutual public purposes hereby sought to be

achieved, and for other good and valuable consideration, the County and the Municipalities do hereby 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 into this Agreement:

(i) The County is a political subdivision duly created and existing under the Constitution of the State of Georgia;

(ii) The Governing Authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County,

(iv) The County delivered or mailed on 24th day of January, 2020 a written notice to the mayors or chief elected officials of the Municipalities, of a meeting that was held at the County's offices on 3rd day of February, 2020, at which the governing authorities of the County and of such Municipalities met to discuss the possible projects for inclusion in the SPLOST, including municipally owned or operated projects; and

(v) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 19th day of May, 2020, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Walker County for a period of 24 quarters, upon the termination of the SPLOST presently in effect, to raise an estimated \$44,000,000 to be used for funding the projects specified in Exhibits A - F 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 into this Agreement:

(i) Each Municipality is a municipal corporation duly created and existing under the laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) The 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);

(v) Each Municipality is located entirely or partially within the geographic boundaries of the Special District; and

(vi) It will own or operate its capital outlay projects specified in Exhibits B - F attached hereto in order to improve public services in the Special District.

(C) It is the intention of the County and the Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.

(D) The County and the Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of each of the approved SPLOST projects specified in Exhibits A - F of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.

(E) The County, the Authority, and the Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective party as required to fulfill the terms of this Agreement.

(F) The County and the Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership for the term of this Agreement.

Section 2. Conditions Precedent

(A) The obligation of the County and the Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the 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 the 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 collection of the SPLOST revenues by the State Revenue Commissioner and transfer of the same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on May 19th, 2020, shall continue for a period of six years (24 quarters) with collections beginning upon the termination of the SPLOST presently in effect.

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:

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

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

(A) A special fund or account shall be created by the County and designated as the 2020 Walker County Special Purpose Local Option Sales Tax Fund ("County SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) Each Municipality shall create a special fund to be designated as the 2020 [*insert Municipality name*] 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 proceeds received by each Municipality upon such terms and conditions as may be acceptable to each Municipality.

(C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County and any Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

(A) All parties to this Agreement shall assume a 33.33% growth rate in using \$44,000,000.00 as the estimated six (6) year SPLOST collection total.

(B) The County shall deposit 100.00% of each payment of the SPLOST proceeds that the County receives from the Georgia Department of Revenue (GDOR) into the County SPLOST Fund account.

(C) The first distribution from each total payment that the County receives from GDOR shall be 20.00% divided equally between the County, the City of LaFayette, the City of Chickamauga, the City of Rossville, and the City of Lookout Mountain.

(D) The remaining 80.00% of each total payment that the County receives from GDOR shall be distributed as follows: 75.00% to the County, 11.00% to the City of LaFayette, 6.34% to the City of Rossville, 4.79% to the City of Chickamauga, 2.48% to the City of Lookout Mountain, and 0.39 percent to the City of Fort Oglethorpe.

(E) Each distribution to the Municipalities shall be made within 15 business days of the County's receipt of each total payment from the GDOR.

(F) 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 proceeds, are listed in Exhibits A - F which are attached hereto and made part of this Agreement. All capital outlay projects included in this Agreement shall be funded from proceeds from the SPLOST, except as otherwise agreed in 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 Exhibits A - F of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties 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 - F 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 unexpected funds to any other County project listed 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 Exhibits B - F, the Municipality may apply the remaining unexpended funds to any other project listed for that Municipality in Exhibits B - F.

(D) The County and the Municipalities acknowledge that each party is solely responsible for each project on its individual project list as well as solely responsible for the proper use of all SPLOST funds in its possession and each holds the others harmless from all damage or liability from any failure to properly administer its own projects and/or SPLOST funds.

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibits B - F 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

(A) The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement without charge or fee to any of the Municipalities.

(B) Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs as provided herein.

(C) Each party acknowledges that the office of the State Revenue Commissioner will deduct 1% from all SPLOST tax revenues collected for acting as the collection agent.

Section 12. Audits

(A) The County and each Municipality receiving any proceeds from the SPLOST shall maintain a record of each and every project for which the proceeds of the SPLOST are used. A schedule shall be included in each annual audit of each party hereto that shows for each such project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Each party's auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to each party's financial statements. The auditor's report on each party's financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit providing all necessary information.

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

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:

Walker County, Georgia
Attention: Commissioner
P.O. Box 445
LaFayette, GA. 30728

City of LaFayette, Georgia
Attention: Mayor
207 South Duke Street
LaFayette, GA. 30728

City of Rossville
Attention: Mayor
400 McFarland Avenue
Rossville, GA. 30741

The City of Chickamauga
Attention: Mayor
103 Crittenden Avenue
Chickamauga, GA. 30707

City of Lookout Mountain
Attention: Mayor
1214 Lula Lake Road
Lookout Mountain, GA. 30750

City of Fort Oglethorpe
Attention: Mayor
500 City Hall Drive
Fort Oglethorpe, GA. 30742

Section 14. Entire Agreement

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

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.

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 this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in this 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 relating to the operation of this Agreement.

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 the Municipalities agree that any controversy arising under this Agreement shall first be submitted to nonbinding mediation for a resolution. The parties to the mediation shall mutually and promptly select a neutral party to serve as mediator. The fees and expenses charged by the mediator so selected shall be shared equally among the parties to the mediation. If the controversy is not resolved at the conclusion of the mediation or within three (3) months of a party's request for mediation (whichever occurs first), any party may pursue any other available rights, remedies or processes.

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

COUNTY OF WALKER, GEORGIA

By: _____
Sole Commissioner

(Seal)

Attest: _____
Clerk:

CITY OF ROSSVILLE, GEORGIA

By: _____
Mayor

(Seal)

Attest: _____
Clerk:

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By: _____
Mayor

(Seal)

Attest: _____
Clerk:

(Signatures continued on next page)

CITY OF FORT OGLETHORPE, GEORGIA

By: _____
Mayor

(Seal)

Attest: _____
Clerk:

CITY OF LAFAYETTE, GEORGIA

By: _____
Mayor

(Seal)

Attest: _____
Clerk:

CITY OF CHICKAMAUGA, GEORGIA

By: Ray Crowder
Mayor

(Seal)

Attest: Candice Dalton
Clerk:

