



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (770) 954-1223

Retreat Item Coversheet

Item: Revenues and Tax Digest (Tax Digest Growth) / Rollback

Action Item: Yes No

Executive Session Item: Yes No

Budget Item: All Funds affected by service provision.

Retreat Date: July 15-17, 2024

Next Actions: Information as part of budget preparation.

Discussion:

Are copies of the Tax Digest Letter from the Henry County Tax Commissioner to the Mayor and City Council outlining the valuation of all the properties within the corporate limits as of January 1, 2024 subject to taxation by the County and the City as needed for the provision of service needs above that provided by other revenue sources (LOST, Fees, Fines, Business Taxes, etc.).

The digest has MORE doubled since 2020 and attributed to the massive growth in noncommercial development in the areas north of the City along I-75 between Price Road and Highway 42. The net digest would be greater without certain exemptions; however, many of these exemptions will expire over the next 5 to 10 years. The increase in home values and land values have increased the digest as well, but less than half of the overall rise is due to general economic and real estate conditions.

The current millage rollback for Year 2024 is 4.135 and represents \$3,271,760 in revenue offset 100% by the Local Option Sales Tax. This is reflected in the proposed PT-38 (Rev 01/24) that we must file with the Tax Commissioner each year to determine the upcoming tax year millage rate.

Nest year, as you will see in the draft budget, there will be a need for a millage rate to supplement funds. Furthermore, we should look at other sources of revenue with Henry County (FLOST) as well as our traditional sources of revenue for capital projects (SPLOST 6 and T-SPLOST 2).

Finally, we will be discussing changes to our Occupation/Business Licensing provisions, Stormwater Fee, and Water and Sewer Fees for the upcoming year.

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2024

<http://www.dor.ga.gov>



Complete this form once the levy is determined, report this information in Column 1. E-mail a copy to local.government.services@dor.ga.gov and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax. Form must be remitted even if levy is zero.

**Georgia Department of Revenue
 Local Government Services Division
 4125 Welcome All Road
 Atlanta, Georgia 30349
 Phone: (404) 724-7003**

CITY NAME Locust Grove		ADDRESS PO Box 900			CITY, STATE, ZIP Locust Grove, GA 30248	
FEI # 58-1317295	CITY CLERK Misty Spurling	PHONE NO. 770-957-5043	FAX 866-364-0996	EMAIL mspurling@locustgrove-ga.gov		
OFFICE DAYS / HOURS M-F 8:00 A to 5:00 P	ARE TAXES BILLED AND COLLECTED BY THE () CITY OR () COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. Henry County Tax Commissioner Michael Harris - 770-288-8180					
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.						
CITY		INDEPENDENT SCHOOL				
Exemption Amount	Qualifications	Exemption Amount		Qualifications		
FULL 100%	Homestead Resident					
If City and School assessment is other than 40%, enter percentage millage is based on _____%. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.						
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (If Applicable)	Total Millage Column 3 + Column 4
City Millage Rate		4.135	4.135		0.000	0.000
Independent School System						
Special Districts						
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.						

Name of County(s) in which your city is located: Henry

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2024

Date
 Mayor or City Clerk

Distribution Calculation		
LOST for FY 2023	Tax Digest 2024	Millage Based on LOST
3,271,760.00	791,141,057.00	0.004
Adj. by 1000 for Millage	791,141.06	4.135

Digest 2023	719,161,605.00
Difference Incr/(Decr)	71,979,452.00
Percent Incr/(Decr)	10.01%

Digest 2020	378,851,965.00
	412,289,092.00
	108.83%



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Retreat Item Coversheet

Item: SPLOST 6 – Intergovernmental Agreement

Action Item: Yes No

Executive Session Item: Yes No

Budget Item: SPLOST 6 – new fund if approved.

Retreat Date: July 15-17, 2024

Next Actions: Information as part of budget preparation.

Discussion:

Attached are spreadsheets and the proposed Intergovernmental Agreement for SPLOST 6, to be put forth to the voters November 5, 2024 to continue the fairly successful programs to date.

Mayor Pro Tem Williams, Councilman Boone, Bert and I attended the June 27, 2024 “joint meeting” as required in the SPLOST law where we heard from the County their intent to place onto this new SPLOST a set of “Public Safety” items as Level 2 (i.e., those projects must be funded first before any distribution can be made to the respective cities). This is the same as the previous SPLOST; however, this one can extend to six (6) years with an approved intergovernmental agreement.

The proposed division is 67% County (more with the Level 2) and 33% to the cities once distribution would begin between either 9 months or 15 months depending on the value of the Level 2 projects put forth.

The City must complete the proposed agreement with a slate of projects by category as part of the IGA approval. We are estimating now somewhere in the \$16 - \$17 million range. The suggested projects have been whittled down, with more possible as we refine the known amount. We should keep the \$200,000 for vehicles in this SPLOST to reduce our need for future vehicles coming from the other operating and capital improvements budget.

For discussion and clarification upon July 22, 2024 Workshop Meeting to adopt.

City/County	Census Estimate			Estimate		
	2020	2021*	2022*	2023*	Estimate	Estimate
Stockbridge city, Georgia	28,973	29,205	29,064	35,452		
McDonough city, Georgia	29,051	29,913	30,346	32,138		
Locust Grove city, Georgia	8,947	9,759	10,730	11,199		
Hampton city, Georgia	8,368	8,379	8,290	9,162		
COLG Annual Growth Rate		9.1%	9.9%	4.4%		
All Cities	75,339	77,256	78,430	87,951		

Henry County	240,703	245,085	248,472	254,613
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Unincorporated Area	165,364	167,829	170,042	166,662
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Percent Incorporated Cities	31.30%	31.52%	31.56%	34.54%
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% of Henry County

Stockbridge city, Georgia	12.04%	11.92%	11.70%	13.92%
McDonough city, Georgia	12.07%	12.21%	12.21%	12.62%
Hampton city, Georgia	3.48%	3.42%	3.34%	3.60%
Locust Grove city, Georgia	3.72%	3.98%	4.32%	4.40%

% of Cities

Stockbridge city, Georgia	38.5%	37.8%	37.1%	40.3%
McDonough city, Georgia	38.6%	38.7%	38.7%	36.5%
Hampton city, Georgia	11.1%	10.8%	10.6%	10.4%
Locust Grove city, Georgia	11.9%	12.6%	13.7%	12.7%

Henry County	68.70%	68.48%	68.44%	65.46%
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6-Year SPLOST VI Collections \$ 470,000,000.00

Level 1 Possible Projects \$ 6,400,000.00

Level 2 (All Projects) \$ 79,438,800.00

Level 2 (Modified Projects) \$ 51,000,000.00

County Scenarios = Normalizing Factors

1.022 1.054 1.09 1.12 1

Option 1	Option 2	Option 3	Option 4	Statute
32.00%	33.00%	34.00%	35.00%	31.30%
12.31%	12.69%	13.08%	13.46%	12.04%
12.34%	12.72%	13.11%	13.50%	12.07%
3.55%	3.67%	3.78%	3.89%	3.48%
3.80%	3.92%	4.04%	4.16%	3.72%

City Preference for Distribution (2023 Estimates)*

40.3%	40.3%	40.3%	40.3%	40.3%
36.5%	36.5%	36.5%	36.5%	36.5%
10.4%	10.4%	10.4%	10.4%	10.4%
12.7%	12.7%	12.7%	12.7%	12.7%

68.00%	67.00%	66.00%	65.00%	68.70%
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Scenario (Description)		Option 1	Option 2	Option 3	Option 4	No Agreement
Type	6-Year	6-Year	6-Year	6-Year	6-Year	5-Year
	68/32 No Tiers	67%/33% Tier 2 Mod	66%/34% All Tiers	65%/35% All Tiers		Statute/No Tiers
Revenues (Max)	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 470,000,000.00	\$ 380,000,000.00
LES:						
Level 2 (Modified)		\$ 51,000,000.00	-			
Level 1			\$ 6,400,000.00	\$ 6,400,000.00	\$ 6,400,000.00	\$ -
Level 2 (All Projects)			\$ 79,438,800.00	\$ 79,438,800.00	\$ 79,438,800.00	\$ -
Subtotal Priority Projects	\$ -	\$ 51,000,000.00	\$ 85,838,800.00	\$ 85,838,800.00	\$ 85,838,800.00	\$ -
For Distribution	\$ 470,000,000.00	\$ 419,000,000.00	\$ 384,161,200.00	\$ 384,161,200.00	\$ 384,161,200.00	\$ 380,000,000.00
County						
County	\$ 319,600,000.00	\$ 280,730,000.00	\$ 253,546,392.00	\$ 249,704,780.00	\$ 249,704,780.00	\$ 261,060,000.00
plus Priority Projects	\$ 319,600,000.00	\$ 331,730,000.00	\$ 339,385,192.00	\$ 335,543,580.00	\$ 335,543,580.00	\$ 261,060,000.00
Remainder for Distribution	\$ 150,400,000.00	\$ 138,270,000.00	\$ 130,614,808.00	\$ 134,456,420.00	\$ 134,456,420.00	\$ 118,940,000.00
Stockbridge	\$ 60,624,417.58	\$ 55,734,961.56	\$ 52,649,246.42	\$ 54,197,753.67	\$ 54,197,753.67	\$ 47,943,272.78
McDonough	\$ 54,957,337.58	\$ 50,524,940.61	\$ 47,727,673.52	\$ 49,131,428.62	\$ 49,131,428.62	\$ 43,461,607.26
Hampton	\$ 15,667,407.02	\$ 14,403,805.65	\$ 13,606,352.13	\$ 14,006,538.96	\$ 14,006,538.96	\$ 12,390,168.83
Locust Grove	\$ 19,150,763.07	\$ 17,606,223.47	\$ 16,631,471.02	\$ 17,120,631.93	\$ 17,120,631.93	\$ 15,144,892.02
Check total	\$ 469,999,925.26	\$ 469,999,931.28	\$ 469,999,935.09	\$ 469,999,933.18	\$ 469,999,933.18	\$ 379,999,940.89

STATE OF GEORGIA

COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE
2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is made and entered this the ____ day of _____, 2024 by and between Henry County, a political subdivision of the State of Georgia (the “County”), and the City of Stockbridge, the City of McDonough, the City of Locust Grove, and the City of Hampton, each a municipal corporation of the State of Georgia (the “Municipality”, individually and the “Municipalities” collectively) (the County and the Municipalities sometimes referred to individually as the “Party” and collectively the “Parties”).

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 (the “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, pursuant to O.C.G.A. § 48-8-111 (a), the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 27th day of June, 2024 in conformance with the requirements of; and

WHEREAS, pursuant to O.C.G.A. § 48-13-24, the most recent United States decennial census taken in 2020 shall govern the calculation of population for purposes of the tax; and

WHEREAS, the Act authorizes the County and the Municipalities to enter into an intergovernmental agreement for purposes of specifying projects and the division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act, among other things.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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; and
 - (ii) The Henry County Board of Commissioners, as 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 5th day of November, 2024 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 Henry County for a period of 24 quarters, commencing on the 1st day of April, 2025, to raise an estimated \$470,000,000 to be used for funding the projects specified in Exhibits “A” through “E” attached hereto, and incorporated herein by this reference.
- (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; and
 - (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality; and
 - (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 the Act and all provisions of this Agreement shall be construed in light of the Act.
- (D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in **Exhibits “A” through “E”** 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 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 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 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). This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on the 5th day of November, 2024, shall continue for a period of twenty-four (24) quarters] with collections beginning on the 1st day of April, 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 later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) 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

- (iii) The completion of all projects described in Exhibits “A” through “E”.

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 2024 Henry County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2024 City of Stockbridge Special Purpose Local Option Sales Tax Fund, the City of McDonough Special Purpose Local Option Sales Tax Fund, the City of Locust Grove Special Purpose Local Option Sales Tax Fund, and the City of Hampton Special Purpose Local Option Sales Tax Fund, for their respective Municipality (each a “Municipal 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 the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes 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) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- (B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within ten (10) business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibits “B” through “E”. 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.
- (D) SPLOST proceeds received in any year pursuant to the reimposition of such tax shall be deposited in a separate fund and first used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized herein. Proceeds of the SPLOST not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be distributed or retained by the County on a monthly basis in the following amounts and order or priority, all in accordance with O.C.G.A. §48-8-115(b)(2):
- (i) first, to the County, all remaining SPLOST proceeds to the extent of the estimated costs of the Level 2 Projects not funded with proceeds of the Debt;
 - (ii) second, to the Municipalities for the payment of the costs of the Municipal Projects which have not been funded with proceeds of the Debt, either (i) such amounts as are provided in an intergovernmental contract to be entered into among the County and the Municipalities, or (ii) if no such intergovernmental contract has been entered into, then an amount to each Municipality based upon the ratio that the population of such Municipality bears to the total population of the County (each, a "SPLOST Percentage Share"); and
 - (iii) third, to the County, for the payment of the costs of the County Projects which have not been funded with the proceeds of the Debt, all remaining proceeds of the SPLOST.
- (E) SPLOST proceeds shall be distributed 67% to the County and 33% among the Municipalities, divided according to the respective populations of the Municipalities. According to the 2020 decennial census compiled by the U.S. Census Bureau, the 2020 population of the City of Hampton was [____], the population of the City of Locust Grove was [____], the population of the City of McDonough was [____], the population of the City of Stockbridge was [____], and the total population of Henry County was 240,712. Accordingly, the SPLOST Percentage Share of each of the Municipalities is as follows: City of Hampton

(_____ %); City of Locust Grove (_____ %); City of McDonough
(_____ %); City of Stockbridge (_____ %).

Section 7. Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibits “A” through “E” which are attached hereto and incorporated herein by this reference.

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” through “E” 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 to this Agreement. Notwithstanding the foregoing, Level 2 - Public Safety projects shall be funded prior to any other projects hereunder.

Section 9. Completion of Projects

- (A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibits “A” through “E” 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 Municipality’s project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibits “B” through “E”, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibits “B” through “E”.
- (D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five (5) years after the termination of the SPLOST. Any SPLOST proceeds held by the County or a Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a Municipality’s project listed in Exhibits “B” through “E” 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 Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. 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 out of SPLOST proceeds deposited in the SPLOST Fund.

Section 12. Audits

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

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

Section 13. Notices

All notices, consents, waivers, directions, requests or other instruments or communications which may be or are required to be given under this Agreement shall be deemed properly given only if made in writing and sent by (a) hand delivery, or (b) registered or certified United States mail, return receipt requested or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, or Airborne Express), or (d) electronic mail (provided that a copy of such electronic mail notice is also delivered within twenty-four (24) hours to the Party by one of the other methods listed herein), with all postage and delivery charges paid by the sender and addressed to the other Party(ies) as applicable as follows:

If to Henry County:

Henry County Government
140 Henry Parkway
McDonough, Georgia 30253
Attn: Cheri Hobson-Matthews,
County Manager
cmatthews@co.henry.ga.us

With a copy to:

Serena L. Nowell
Squire Patton Boggs (US) LLP
One Atlantic Center
1230 Peachtree Street, NE
Suite 2200
Atlanta, Georgia 30309
serena.nowell@squirepb.com

If to the City of Stockbridge:

City of Stockbridge
4640 North Henry Parkway,
Stockbridge, Georgia 30218
Attn: Anthony S. Ford, Mayor
[]

With a copy to:

Quinton G. Washington
Washington Dreyer & Associates LLC
270 Peachtree Street NE
Suite 1040
Atlanta, Georgia 30303
quinton@washingtondreyer.com

If to the City of McDonough:

City of McDonough
136 Keys Ferry Street
McDonough, Georgia 30253
Attn: Sandra Vincent, Mayor
[]

With a copy to:

Emilia Walker-Ashby
Denmark Ashby LLP
100 Hartsfield Centre Pkwy
Suite 400
Atlanta, Georgia 30354
ewalkerashby@denmarkashby.com

If to the City of Locust Grove:

City of Locust Grove
3644 Hwy 42
Locust Grove, Georgia 30248
Attn: Vincent Williams, Mayor Pro Tem

With a copy to:

Andrew J. Welch, III
Smith Welch Webb & White LLC
2200 Key Ferry Court
McDonough, Georgia 30253
awelch@smithwelchlaw.com

If to the City of Hampton:

City of Hampton
17 E. Main Street South
P.O. Box 400
Hampton, Georgia 30228
Attn: Ann Tarpley, Mayor

With a copy to:

L'Erin Barnes Wiggins
L F Barnes Law, LLC
P.O. Box 250464
Atlanta, Georgia 30325
lerin@lfbarneslaw.com

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 said 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 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.

[SIGNATURE PAGES FOLLOW]

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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.

HENRY COUNTY BOARD OF COMMISSIONERS

By: _____
Carlotta Harrell, Chair

Attest:

Stephanie Braun,
County Clerk

CITY OF STOCKBRIDGE

By: _____
Anthony S. Ford, Mayor

Attest:

Municipal Clerk

(Seal)

CITY OF MCDONOUGH

By: _____
Sandra Vincent, Mayor

Attest:

Municipal Clerk

(Seal)

CITY OF LOCUST GROVE

By: _____
Vincent Williams, Mayor Pro Tem

Attest:

Municipal Clerk

(Seal)

CITY OF HAMPTON

By: _____
Ann Tarpley, Mayor

Attest:

Municipal Clerk

(Seal)

EXHIBIT "A"

HENRY COUNTY

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the County anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of Henry County incurred for or associated with such project.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Projects	\$

EXHIBIT “B”

CITY OF STOCKBRIDGE

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the City of Stockbridge anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Stockbridge incurred for or associated with such project.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

EXHIBIT “C”

CITY OF MCDONOUGH

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the City of McDonough anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of McDonough incurred for or associated with such project.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

EXHIBIT “D”

CITY OF LOCUST GROVE

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the City of Locust Grove anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Locust Grove incurred for or associated with such project.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

EXHIBIT “E”

CITY OF HAMPTON

If the 2024 SPLOST Referendum is approved by the voters of Henry County, the City of Hampton anticipates it will expend the funds as detailed below. Expenditures for any of the projects described below may also include the repayment of public debt or other obligations of the City of Hampton incurred for or associated with such project.

Project	Estimated Cost
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

SPLOST VI - City of Locust Grove

Project Group Listing: Maximum Collection Scenario

Project approval based on final Council Approval in June (May Update for Hearing)

Category	Tier	Total SPLOST
CAPITAL ITEMS		
Construction and Renovation of Municipal Buildings		\$ 800,000.00
CITY Master Plan - Phase III		
Phase III of Municipal Master Plan	1	\$ 800,000.00
<i>Installation of additional parking across from Public Safety and behind City Hall. Work on additions to Master Plan.</i>		
Subtotal Municipal Buildings		\$ 800,000.00
Equipment and Vehicles		\$ 200,000.00
City Vehicle Fleet Replacement		
Police, Public Works, Admin Vehicles as needed	2	\$ 200,000.00
<i>Installation of additional parking across from Public Safety and behind City Hall. Work on additions to Master Plan.</i>		
Subtotal Vehicles/Equipment		\$ 200,000.00
Parks and Recreation Facilities		\$ 600,000.00
Greenway - On and Off Street		
Parks and Recreation Facilities	1	\$ 500,000.00
<i>Potential for Jubilee Ph. III property, existing parks and properties Improvements and new/upgraded facilities</i>		
Trail Master Plan	2	\$ 100,000.00
<i>Look at areas where small connections can be made to existing trails into the overall HC/Cities Master Trail Plan</i>		
Subtotal Parks and Recreation		\$ 600,000.00
BUILDING - VEHICLES/EQUIPMENT - PARK ITEMS - TOTAL	9.1%	\$ 1,600,000.00
Roads, Bridges, Sidewalks and Transportation Facilities		\$ 16,000,000.00
SR 42 Widening PE (Local Share - City)	1	\$ 600,000.00
<i>ARC Project Match 80% with Local Match of 20%. Total Project Estimate of \$8.35 million. City is responsible for 39% of the local match (i.e. 39% of 20% required Match).</i>		
Bill Gardner Phase II Upgrades: Intersections and Safety and widening WB from I-75 towards Lester Mill	1	\$ 4,400,000.00
<i>Work on preliminary design and engineering along with next phase of R/W acquisition for additional turn lanes and reconfiguration of Tanger/Market Place and BGP. Also additional work along Bill Gardner between SR 42 and Lester Mill Road.</i>		
SR 42 Congestion Relief Projects (T-SPLOST)	1	\$ 7,000,000.00
<i>Continue projects to provide congestion relief along SR 42 between Downtown (Grove Road area) to Colvin Drive and Market Place Boulevard. Additional Lanes, intersections, new roadway segments (Indian Creek - Palmetto) and additional lanes where feasible). Plus, construction of connecting roadway from Colvin Drive at Home Depot to "New Bethlehem Road" at new Interchange</i>		

SPLOST VI - City of Locust Grove

Project Group Listing: Maximum Collection Scenario

Project approval based on final Council Approval in June (May Update for Hearing)

Category	Tier	Total SPLOST
Misc. Road and/or Intersection Improvements - SR 42 and Davis Road (ICE/PE), Leguin Mill at Peeksville (work with county), Roundabout at Tanger and Indian Creek, or as needed on City Streets and intersections.		
<i>Study and develop concept plans/plans for Signalized Intersection or alternate as warranted by study for the Highway 42 and Davis Road intersection. Work with Henry County on Leguin Mill Road at Peeksville and others as needed</i>	1	\$ 3,000,000.00
Peeksville Road - Multiuse Ped/Bike facilities - Connector Road		
<i>Completion of work on Peeksville to Frances Ward. Begin work on the installation of pedestrian linkages between Skyland and Downtown Locust Grove, including linkage to commercial, parks, institutional areas and residential development on Jackson Street and/or Peeksville Road.</i>	2	\$ 1,000,000.00
Subtotal Roads and Bridges	90.9%	\$ 16,000,000.00
Public Utilities		
Utilities lump sum	2	\$ -
<i>Lump sum of work for water - sanitary sewer improvements and/or stormwater projects, including plans and match for any CDBG - developed project.</i>		
Subtotal Utilities	0.0%	\$ -
Grand Total	100.0%	\$ 17,600,000.00



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 28, 2024

The Honorable Misty Spurling, Mayor
City of Locust Grove
P.O. Box 900
Locust Grove, Georgia 30248

RE: Fiscal Year 2025 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Spurling:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2025 LMIG Program in July 2024. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2025 LMIG Application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Brandy Spillers**, at **706-646-7505** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2022 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2022, 2023, and 2024. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

All electronic LMIG applications must be received no later than February 1, 2025. Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2025 Program is **\$140,494.19** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to LocalGrantsProgram@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Wright'.

Bill Wright
Local Grants Administrator

cc: The Honorable Rick Williams, Georgia State Senate
The Honorable Lauren Daniel, Georgia House of Representatives
The Honorable Jamie Boswell, State Transportation Board
Tyler Peek, P.E., District Engineer
Brandy Spillers, District State Aid Coordinator

FY _____

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: _____

COUNTY: _____

CITY: _____

(Leave Blank if this is a County Government)

SUBMITTED BY: _____

(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: \$ _____
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: \$ _____
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: \$ _____
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ _____
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

Has the approved project list been revised? Yes No

If yes, attach new project list to this form.

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY _____ LMIG Program.

Authorized Local Government Official Signature: _____

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____

(DISTRICT ENGINEER SIGNATURE)



Current Rates to Replace vs Cost

ITEM	COST TO REPLACE	CURRENTLY CHARGING
MXU	181.50	150.00
Backflow	39.00	35.00
3/4" Meter	180.00	150.00
1" Meter	284.00	
Curb Stops 3/4	70.23	50.00
Wires for MXU	33.00	35.00
Meter Box	43.04	35.00
Meter Lid		32.00

Hydrant Meters are billed Irrigation Rate but would like to charge a monthly fee on top of usage-

Meters are being held without being used- so maybe a Monthly Fee would stop this. (Recommendation: At least \$50.00)



Public Works Department Trash/Bulk Pick Up Price Comparison

Our Current Rate:

Locust Grove	\$ 16.50	Trash/Bulk Included
--------------	----------	---------------------

Covington	\$ 25.00	Trash- One Can/Bulk Included
Fayetteville	\$ 17.50	Trash Only-One Can *Bulk not offered
Griffin	\$ 26.27	Trash Only- Once Can *Bulk is additional \$35 per pick up
Hampton	\$ 18.00	Trash Only- One Can *Bulk is additional \$50 (1-3 items)
Jackson	\$ 14.00	Trash Only- One Can * Bulk \$50-\$150 (Small items start at \$50 for 2 items/larger items such as washer and dryer or couch is \$150.
Jonesboro	\$18.75	Trash Only- One Can *Bulk is \$50-\$100 depends on items and how many you need picked up. Billed yearly based on taxes- \$225
McDonough	\$ 24.64	Trash- One Can/Bulk Included
Monticello	\$ 17.15	Trash- One Can *Bulk- Charged additional- Base on the Rate of landfill
Newnan	\$ 33.04	Trash- One Can/Recycling, Yard Waste & Bulk Service Included
Perry	\$ 27.50	Trash- One Can/Bulk Included- Use a third party vendor for trash
Senoia	\$ 16.00	Trash-One Can/Bulk Included (2 items)
Stockbridge	\$ 22.00	Trash- One Can/Bulk Included-Up to 3 items. Billed \$264/YR
Winder	\$ 38.17	Trash- One Can/Bulk/Leaf & Limbs Included

Billed- On Monthly Statement
Trash Only
Bulk Included