

STATE OF GEORGIA  
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR  
DISTRIBUTION OF S.P.L.O.S.T. PROCEEDS**

This Agreement, entered into this 25<sup>th</sup> day of August, 2005, by and between Fayette County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners and, hereinafter referred to as "County", and the City of Peachtree City, a political subdivision of the State of Georgia acting by and through its Mayor and Council and, hereinafter referred to as "City" referred to jointly as "Parties", to provide for the distribution of proceeds collected by the County as a result of the imposition of a special purpose local option sales tax, hereinafter referred to as "S.P.L.O.S.T.", to the City.

**WHEREAS**, on November 2, 2004, the majority of the qualified voters in Fayette County cast their ballots in favor of imposing a Special Purpose Local Option Sales Tax, S.P.L.O.S.T., for road, street, and bridge purposes in the unincorporated areas of the County as well as the municipalities hereof; and

**WHEREAS**, the County in accordance with O.C.G.A. § 48-8-115, shall be the recipient of all proceeds collected as a result of the imposition of this S.P.L.O.S.T.; and

**WHEREAS**, the municipalities of Fayette County shall share in the proceeds of the S.P.L.O.S.T.

**NOW, THEREFORE**, in consideration of the promises and conditions as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE 1 - GENERAL PROVISIONS**

**Paragraph 1.0.** Upon receipt of S.P.L.O.S.T. proceeds from the State Revenue Commissioner, the County shall designate thirty percent (30%) of said funds for distribution to the various municipalities of Fayette County and unincorporated County in amounts which are proportionate to the population of each City or Town as of the 2000 census.

**Paragraph 1.1.** Of said thirty percent (30%) of S.P.L.O.S.T. proceeds designated for distribution among the municipalities and the unincorporated County in accordance with Paragraph 1.0, 34.6% shall be distributed by County to City at the same frequency as the County receives the SPLOST from the state.

**Paragraph 1.2.** Upon receipt of said funds, City shall cause them to be placed in an account dedicated exclusively to holding the City's designated share of the proceeds of the S.P.L.O.S.T., (said account hereinafter referred to as "S.P.L.O.S.T. Account") and shall never cause or permit comingling of these funds with any funds from any other source.

**Paragraph 1.3.** City shall expend funds from the S.P.L.O.S.T. Account exclusively for the road, street, and bridge purposes specified by City for consideration by the voters of Fayette County on November 2, 2004. Said purposes being set forth in Exhibit "A" attached hereto and hereby incorporated herein.

**Paragraph 1.4.** Should all purposes set forth in Exhibit "A" be accomplished, all proceeds of the S.P.L.O.S.T. which are payable to City after said accomplishment shall be retained by County and thereafter expended solely to accomplish the road, street, and bridge purposes of unincorporated County specified by County for consideration by the voters of Fayette County on November 2, 2004 and/or the road, street, and bridge purposes of the other municipalities within the County which were specified for consideration by the voters of Fayette County on November

2, 2004.

## **ARTICLE 2 - ACCOUNTING AND RECORDS**

**Paragraph 2.0.** City shall cause the S.P.L.O.S.T. Account to undergo an annual audit which shall include the production of a schedule for each project listed in Exhibit "A". Said schedule shall set forth the original estimated cost of completion for each project listed in Exhibit "A", the current estimated cost of completion for each project listed in Exhibit "A", the sum of S.P.L.O.S.T. funds expended for each project in Exhibit "A" in the current year, a total sum of S.P.L.O.S.T. funds expended in all years prior to the current year for each project listed in Exhibit "A", and an estimation of percentage complete of each project in Exhibit "A". The auditor shall verify and test expenditures from the S.P.L.O.S.T. Account to assure that the schedule is an accurate representation of the facts portrayed therein as compared to the financial statements. The final audit report shall also include an opinion or disclaimer of the auditor that the schedule is fairly presented in all material aspects in relation to the financial statements taken as a whole.

**Paragraph 2.1.** City shall maintain records for each project in Exhibit "A" which are sufficient to support and accomplish the auditing mandates of Paragraph 2.0 of this Agreement.

**Paragraph 2.2.** City shall be responsible for all aspects of the accounting and auditing procedures mandated by this Agreement including selection of an appropriate party to perform said services and full payment for rendition of said services.

**Paragraph 2.3.** City shall be responsible for any costs which accrue as a result of the distribution of S.P.L.O.S.T. funds to City by County. This shall include, but not be limited to, any increased costs incurred by County in achieving the auditing, accounting, and record keeping mandates of applicable law.

**Paragraph 2.4.** Each year City shall provide County, at City's expense, a copy of the annual audit and all documents produced therefrom. Said provision shall occur within the thirty (30) days subsequent to completion of audit.

### **ARTICLE 3 - JOINT EFFORTS**

**Paragraph 3.0.** The County and the City agree to use cooperative efforts and good faith in carrying out their duties under this Agreement.

### **ARTICLE 4 - LIABILITY**

**Paragraph 4.0.** This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause.

**Paragraph 4.1.** The County and City agree to release each other from any and all liabilities, claims, judgments, costs or demands arising from damage of whatever nature to the other whether directly or indirectly arising out of the performance of the provisions of this Agreement unless, said damage results from the intentional, reckless, or grossly negligent actions or omissions of the County or City, or an agent/employee of either. In said case, the cost shall be borne by the party whose actions or omissions occasioned said damage.

**Paragraph 4.2.** City shall indemnify and hold harmless County and all agents thereof from and against any claims, damages, losses or expenses, including attorney's fees arising out of or resulting from the performance of this Agreement unless said claim or damage is attributable to the negligent or wilful act or omission of County.

## **ARTICLE 5 - ENTIRE AGREEMENT**

**Paragraph 5.0.** This Agreement shall constitute the entire agreement between the County and City with respect to the distribution of S.P.L.O.S.T. proceeds. No modification or addition shall be binding upon the County or City unless evidenced by a writing, created subsequent to the date of this Agreement and signed by both the County and the City.

## **ARTICLE 6- TERMINATION**

**Paragraph 6.0.** With the exception of the provisions listed below, this Agreement shall terminate upon County's final distribution of S.P.L.O.S.T. funds to City. Article 4 related to liability, shall remain in full force and effect until all proceeds of the S.P.L.O.S.T. have been fully distributed by County and expended by City; and Article 2, related to accounting, auditing, and payment shall remain in full force and effect until the S.P.L.O.S.T. account of City ceases to exist and all expenses associated with the work described in Article 2 are satisfied.

## **ARTICLE 7 - SEVERABILITY**

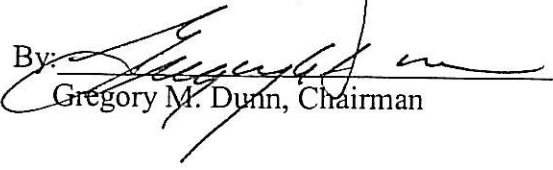
**Paragraph 7.0.** In the event that any clause, phrase, or provision of this Agreement is held to be invalid, the remainder of the Agreement shall continue in full force and effect as if said part were never included within these terms.

## **ARTICLE 8 - GOVERNING LAW**

**Paragraph 8.0.** This Agreement shall be governed in all respects by the laws of the State of Georgia. In all cases of dispute arising out of or as a result of this Agreement, proper venue shall lie in a court of competent jurisdiction in Fayette County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their  
seals this the 25<sup>th</sup> day of August, 2005.

BOARD OF COMMISSIONERS  
FAYETTE COUNTY, GEORGIA

By:   
Gregory M. Dunn, Chairman

(Seal)

ATTEST:

Carol Chandler  
Deputy Clerk

MAYOR AND COUNCIL  
CITY OF PEACHTREE CITY, GEORGIA

By:   
Steve Brown, Mayor

(Seal)

ATTEST:

  
Deputy Clerk

Exhibit "A"

Description of Projects

<u>Governmental Entity</u>	<u>Project</u>
City of Peachtree City	Log House Road Line Creek Drive Prestwick Lane Wensley Corner Wynnmeade Parkway - SR 54 to Kings Ridge Greensway Marks Style Rock-a-Way Road - SR 74 West to County Line Peachtree Parkway - Battery Way SR 54 Peachtree Parkway - SR 54 to Battery Way Wexford Way Azalea Drive Kings Court Kings Ridge Line Creek Circle Robinson Road - Braelinn Road to Redwine Road Robinson Road - Crosstown Drive to Peachtree Parkway Robinson Road - Peachtree Parkway to Braelinn Road Olive Drive - Hip Pocket West Sawmill Trace Arbor Gate Arrowhead Court Auburn Court Commerce Drive - SR 54 to Westpark Drive Dover Trail Groveland Drive Harbor Loop Sandtrap Ridge Windgate Court Wynnmeade Parkway - Kings Ridge North to end Bedford Park Copperplate Lane Hedgewood Land (West) Pinegate Road - Riley Parkway to Sevenoaks Rubicon Road Sawleaf Lane Terrace Tay

Vardon Way  
Banks Run  
Peachtree Parkway - SR 54 to SR 74  
Robinson Road = SR 54 to Crosstown Drive  
Golfview Drive  
Kimmer Road  
Magnolia  
Raintree Hill  
Rosewood Court  
Skiff Trace  
Tamerlane  
TDK Boulevard - Dividend Drive to RR Bridge  
Walt Banks Road - Peachtree Parkway West  
West Manor  
Wickerhill  
Wisdom Road  
Adams Falls  
Adell Court  
Claridge Curve  
Holly Grove Road - Robinson Road to Rubicon Road  
Kelly Drive - SR 74 East to Flat Creek Bridge  
Kensington Drive  
Paschall Road - CSX RR Tracks to Dividend Drive  
Pinnacle Court  
Preserve Parkway  
Rolling Green  
Ruskin Road  
TDK Boulevard - SR 74 to RR Bridge  
Woodland Drive  
Boxwood Court  
Briarwood Court  
Cedar Drive  
Chadwick Drive  
Chardonay Courts  
Crescent Oak  
Fortress Drive  
Grecken Green  
Hickory Drive  
Hilltop Drive (East)  
Hip Pocket Road  
Longwood Lane  
Oakdale Avenue  
Postwood Turn  
Redwine Road  
Sautern Way



Springridge Court  
 Summer Place  
 White Oak Trail  
 Bluegill Trace  
 Bluegrass Trace  
 Braelinn Courts  
 Brookwood Drive  
 Charter Oak Court  
 Commerce Court  
 D-Bob  
 Falcon Drive  
 Fen Way  
 Glendale Drive  
 Haven Ridge  
 Heritage Way  
 Ironwood Way  
 Kenton Place  
 Korinna Court  
 Lanyard Loop  
 Mattan Point  
 Rock Mull  
 Saybrook Court  
 Hwy. 54 - Gateway Carpath Bridge - Construct multi-use bridge  
     over SR 54 West of MacDuff Parkway  
 SR 75 - North Multi-Use Bridge - Construct path system bridge  
     over SR 74  
 SR 54 - East Multi-Use Bridge - Replace cart path bridge over  
     Lake Peachtree with wider section  
 SR 54 - East Multi-Use Bridge - Construct cart path bridge over  
     SR 54 in Walt Banks area  
 TDK @ Dividend Drive - Add right turn lanes  
 Peachtree Pkwy at Walt Banks - Construct Roundabout  
 Upgrade RR Crossing Signals - Purchase private crossings,  
     upgrade existing ones to quiet zone standard  
 SR 54 at Stevens Entry - Turn lanes and signal  
 SR 74 at Wisdom Road - Traffic signal with minor lane  
     improvements  
 Crosstown Drive at Robinson Road - Construct Roundabout  
 SR 74 at Cooper Circle South - Turn lanes and signal  
 Peachtree Parkway at Braelinn Road - Turn lanes  
 Redwine at Robinson improvements - Turn lanes and signal  
 Rockaway Road Realignment - Realign road to intersect with  
     Holly Grove Road  
 Peachtree Parkway N - Intersection Improvements - Construct left  
     turn lanes (Loring, Tinsley Mill)

MacDuff Parkway Improvements - Phase I - 2 to 4 lanes, first 3/4 mile to Community Collector standards

Park Place Drive Extension - New access road north of Wisdom Road

SR 74 South Frontage Road - Construct 1,500 LF frontage road from future median cuts at Gilroy's South to Avery-Dennison

Street Resurfacing - Locations to be determined by roadway condition assessment

MacDuff Pkwy Landscaping - Landscape first 3,500 LF of roadway

Market Place/Westpark Multi-Use Tunnel - Construct tunnel from Westpark area under SR 74 to Marketplace Development

Paschall Road/Hwy. 74 Multi-Use Tunnel - Construct tunnel under SR 74 north of Paschall Road

Upgrade Cart Path System - Widen & resurface key paths to 12 feet

Fayette County, Georgia  
**Projected Distribution of Special Purpose Local Option Sales Tax by Geographic Area**  
 April 1, 2005 through March 31, 2010  
**Attachment A**

Projected 5 Year SPLOST Proceeds:					\$	\$ 115,857,267
Geographic Area	County Transportation Plan (1) 70%	Population Share	Total Local Allocation (2) 30%	Total SPLOST		
Brooks		0.61%	212,019	\$	\$	212,019
Fayetteville		12.22%	4,247,327	\$	\$	4,247,327
Fayette County - Unincorporated		48.28%	16,780,767	\$	\$	16,780,767
Peachtree City		34.60%	12,025,984	\$	\$	12,025,984
Tyrone		4.29%	1,491,083	\$	\$	1,491,083
Countywide	\$ 81,100,087			\$	\$	81,100,087
<b>Total</b>	<b>\$ 81,100,087</b>	<b>100.00%</b>	<b>34,757,180</b>	<b>\$</b>	<b>\$</b>	<b>115,857,267</b>

**Notes:**

Sales taxes are projected to grow at a rate of 8.99% per year.  
 The allocation will be based on population of the 2000 census.  
 Funds will be utilized to implement the Fayette County Master Transportation Plan.  
 Funds will be utilized for local road improvements projects including resurfacing,  
 intersection improvements, safety projects, greenways and sidewalks.