

CITY OF LOCUST GROVE

WORKSHOP MEETING AGENDA
MONDAY JULY 19, 2021 - 6:00 P.M.
PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.
LOCUST GROVE, GA 30248

CALL TO ORDER..... Mayor Robert Price

INVOCATION..... City Manager Tim Young

PLEDGE OF ALLEGIANCE..... Councilman Taylor

APPROVAL OF THE AGENDA (Action Needed)

PUBLIC COMMENTS/PRESENTATIONS 1 Item

- Introduction of new hire – Officer Joshua Duke

PUBLIC HEARING ITEMS None

OLD BUSINESS/ACTION ITEMS..... 3 Items

1. Ordinance for annexation of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and SR 42 (Parcel IDs: 110-01019002 & 110-01023000) in LL 230, 246, 250, 251 of the 2nd and 7th districts. (Motion Required)
Tabled to this date from July 6, 2021
2. Ordinance for rezoning of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and SR 42 (Parcel IDs: 110-01019002 & 110-01023000) in LL 230, 246, 250, 251 of the 2nd and 7th districts. (Motion Required)
Tabled to this date from July 6, 2021
3. Resolution to approve the T-SPLOST IGA and project list (Motion Required)

NEW BUSINESS/ACTION ITEMS..... 1 Item

4. Ordinance to approve Millage Rate rollback (Motion Required)

CITY OPERATIONS REPORTS / WORKSHOP DISCUSSION ITEMS (No Actions Needed unless added to New Business)

Main Street Operations (Monthly Update Report)..... Anna Ogg, Main Street Manager

Public Safety Operations (Monthly Update Report) Chief Derrick Austin

Public Works Operations (Monthly Update Report) Director Jack Rose

Administration (Monthly Update Report)..... Bert Foster, Assistant City Manager

- Resolution to create a streetlight district in Grove Village subdivision

Community Development Operations (Monthly Update Report)..... Daunté Gibbs, Community Development Director

ARCHITECTURAL REVIEW BOARD (ARB) (Review and Comment Portion Only) None

CITY MANAGER'S COMMENTS (Update of Activities) Tim Young

MAYOR'S COMMENTS Mayor Robert Price

EXECUTIVE SESSION – If needed, for property acquisition, personnel, and/or litigation

ADJOURN –

ADA Compliance: Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons.

Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk via e-mail at mspurling@locustgrove-ga.gov.

POSTED AT CITY HALL – July 14, 2021 at 16:30



Norfolk Southern Corporation
1200 Peachtree St, NE
Atlanta, GA 30309

Malcolm G. Roop
AVP Real Estate & Facility Services
Phone: 404-962-5802
Fax: 404-897-3037
E-mail: Malcolm.Roop@nscorp.com

July 12, 2021

Mr. Daunte Gibbs
Community Development Director
City of Locust Grove
3644 Highway 42
Locust Grove, Georgia 30248

Dear Mr. Gibbs,

I am writing on behalf of Norfolk Southern Railway Company ("NSR") with respect to an Application for Annexation Under the One Hundred Percent (100%) Method that NSR submitted to the Mayor and City Council of Locust Grove, GA (collectively, "Locust Grove"), on or about March 23, 2021 (the "Application").

NSR is contemplating the construction of a logistics facility potentially comprised of two phases (the "Facility"), the second phase of which may be located on a portion of the property that is subject of the Application. I am writing to inform Locust Grove that, if NSR completes construction of the second phase of the Facility, NSR would be willing to work with Locust Grove with respect to the possible construction of a private roadway across the Facility that would connect with Kings Mill Court on one end and with either Bethlehem Road or a proposed new Bethlehem interchange on the other end, which roadway would be for the sole purpose of facilitating alternative routes of ingress to and egress from the Facility for property owners, developers and lessees at, or other parties having commercial interests in, the Facility.

Nothing in the Application or this letter has any bearing on any railroad operations or facilities of NSR, and NSR hereby reserves all rights under law, including the ICC Termination Act, 49 U.S.C. § 10502 *et seq.*, with respect to such railroad operations and facilities.

Sincerely,

A handwritten signature in blue ink that reads "Malcolm G. Roop".



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for **annexation** and rezoning of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and State Route 42 (Parcel IDs: 110-01019002 & 110-01023000) in Land Lots 230, 246, 250, 251 of the 2nd and 7th District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: May 19, 2021

Budget Item: No

Date Received: March 23, 2021

Workshop Date: June 21, 2021

Regular Meeting Date: July 19, 2021 (rescheduled from the July 6, 2021 meeting)

Discussion:

The Galloway Law Group, LLC, of Atlanta, GA requests annexation and rezoning of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and State Route 42 (Parcel IDs: 110-01019002 & 110-01023000) in Land Lots 230, 246, 250, and 251 of the 2nd and 7th District utilizing the 100% method per O.C.G.A. §36-36-20. The properties are currently zoned RA (Residential Agricultural) and M-2 (Heavy Manufacturing) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their April 20, 2021 meeting.

Water and Sewer: According to the City of Locust Grove Public Works Department, the subject properties will be serviced by the Henry County Water Authority for water and sewer services. The subject properties are not located within any Watershed Protection Areas.

Police Services: If the Subject Properties are annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request, given the commercial and industrial character of the neighboring area along State Route 42 remaining the same, if annexed into the City of Locust Grove. If and when future development of the subject properties occur, transportation impacts will be analyzed at that time.

Recommendation:

Taking into consideration that the annexation request meets all of the legalities required by the Georgia Annexation Law, staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE ANNEXATION AND REZONING OF THE SUBJECT PROPERTIES (PARCEL ID: 110-01019002 & 110-01023000) LOCATED NORTH OF BETHLEHEM ROAD BETWEEN INTERSTATE 75 AND STATE ROUTE 42 IN LAND LOTS 230, 246, 250, AND 251 OF THE 2ND AND 7TH DISTRICT.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX APPROXIMATELY 39.08 +/- ACRES AND 156.82 +/- ACRES LOCATED NORTH OF BETHLEHEM ROAD BETWEEN INTERSTATE 75 AND STATE ROUTE 42 IN LAND LOTS 230, 246, 250 AND 251 OF THE 2ND AND 7TH DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, The Galloway Law Group, LLC, of Atlanta, GA, (the “Applicant”) petitioned the City to annex and rezone properties located north of Bethlehem Road between Interstate 75 and State Route 42 consisting of 39.08 +/- acres and 156.82 +/- acres (Parcel IDs: 110-01019002 & 110-01023000) totaling 195.90 +/- acres, located in Land Lots 230, 246, 250, and 251 of the 2nd and 7th District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on March 23, 2021, as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the City of Locust Grove accepted the application for annexation on March 24, 2021; and,

WHEREAS, THE City of Locust Grove provided notice of the annexation to the Henry County Board of Commissioners on March 29, 2021 by certified mail; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their April 20, 2021 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on June 21, 2021 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural and M-2: Heavy Manufacturing) that they had in the County (RA: Residential Agricultural and M-2: Heavy Manufacturing), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

That the request for annexation is hereby **APPROVED**.

That the request for annexation is hereby **DENIED**.

2.

That the use of the Properties is subject to:

The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.

The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.

If no **Exhibit D** is attached hereto, then the properties is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 19th day of July 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Use Prior Packet Info.

EXHIBIT B

Use Prior Packet Info.

EXHIBIT C

Use Prior Packet Info.

EXHIBIT D

Use Prior Packet Info.



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An ordinance for annexation and rezoning of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and State Route 42 (Parcel IDs: 110-01019002 & 110-01023000) in Land Lots 230, 246, 250, 251 of the 2nd and 7th District.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: May 19, 2021

Budget Item: No

Date Received: March 23, 2021

Workshop Date: June 21, 2021

Regular Meeting Date: July 19, 2021 (rescheduled from the July 6, 2021 meeting)

Discussion:

The Galloway Law Group, LLC, of Atlanta, GA requests annexation and rezoning of 39.08 +/- acres and 156.82 +/- acres located North of Bethlehem Road between Interstate 75 and State Route 42 (Parcel IDs: 110-01019002 & 110-01023000) in Land Lots 230, 246, 250, and 251 of the 2nd and 7th District utilizing the 100% method per O.C.G.A. §36-36-20. The properties are currently zoned RA (Residential Agricultural) and M-2 (Heavy Manufacturing) and will remain so if incorporated into the City. The Henry County Board of Commissioners raised no objections to this annexation during their April 20, 2021 meeting.

Water and Sewer: According to the City of Locust Grove Public Works Department, the subject properties will be serviced by the Henry County Water Authority for water and sewer services. The subject properties are not located within any Watershed Protection Areas.

Police Services: If the Subject Properties are annexed into the city limits, it will be placed on a regular patrol route.

Fire: Fire and emergency services will be performed by Henry County as is the case in other areas of the City.

Transportation Impacts: There are no discernible increases or changes to transportation patterns in the vicinity as a result of this request, given the commercial and industrial character of the neighboring area along State Route 42 remaining the same, if annexed into the City of Locust Grove. If and when future development of the subject properties occur, transportation impacts will be analyzed at that time.

Recommendation:

Taking into consideration that the annexation request meets all of the legalities required by the Georgia Annexation Law, staff recommends approval of the applicant's request.

I MOVE TO (approve/deny/table) THE ANNEXATION AND REZONING OF THE SUBJECT PROPERTIES (PARCEL ID: 110-01019002 & 110-01023000) LOCATED NORTH OF BETHLEHEM ROAD BETWEEN INTERSTATE 75 AND STATE ROUTE 42 IN LAND LOTS 230, 246, 250, AND 251 OF THE 2ND AND 7TH DISTRICT.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 39.08 +/- ACRES AND 156.82 +/- ACRES LOCATED NORTH OF BETHLEHEM ROAD BETWEEN INTERSTATE 75 AND STATE ROUTE 42 IN LAND LOTS 230, 246, 250 AND 251 OF THE 2ND AND 7TH DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, The Galloway Law Group, LLC, of Atlanta, GA, (the “Applicant”) petitioned the City to annex and rezone properties located north of Bethlehem Road between Interstate 75 and State Route 42 consisting of 39.08 +/- acres and 156.82 +/- acres (Parcel IDs: 110-01019002 & 110-01023000) totaling 195.90 +/- acres, located in Land Lots 230, 246, 250, and 251 of the 2nd and 7th District (the “Properties”) attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request to annex and rezone the subject Properties into the City of Locust Grove on March 23, 2021, as shown in the staff report attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the City of Locust Grove accepted the application for annexation on March 24, 2021; and,

WHEREAS, THE City of Locust Grove provided notice of the annexation to the Henry County Board of Commissioners on March 29, 2021 by certified mail; and,

WHEREAS, the Henry County Board of Commissioners reviewed the Applicant’s request during their April 20, 2021 meeting and raised no objections to said request; and,

WHEREAS, said request has been reviewed by the Mayor and City Council at a Public Hearing held on June 21, 2021 as well as by the City Community Development Director; and,

WHEREAS, the Applicant requested that the Properties retain the same zoning in the City (RA: Residential Agricultural and M-2: Heavy Manufacturing) that they had in the County (RA: Residential Agricultural and M-2: Heavy Manufacturing), addressed under a separate action; and,

WHEREAS, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

That the request for rezoning is hereby **APPROVED**.

That the request for rezoning is hereby **DENIED**.

2.

That the use of the Properties is subject to:

The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.

The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.

If no **Exhibit D** is attached hereto, then the properties is zoned without conditions.

3.

That, if the request is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the property.

4.

That, if granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 19th day of July 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: RESOLUTION FOR T-SPLOST / IGA WITH PROJECTS

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, New Fund in FY 2022

Date Received: June 30, 2021 and July 14, 2021

Workshop Date: July 19, 2021

Regular Meeting Date: N/A

Discussion:

Attached is the Intergovernmental Agreement (IGA) for the Joint Henry County/Cities Special Purpose Transportation Sales Tax (T-SPLOST). The County approved the IGA with overwhelming support of 5 to 1, with only District 5 expressing disapproval, and this after much discussion between the Commission and Staff on July 7, 2021.

The project list is carried over with our targeted projects being relief of congestion in the SR 42 Corridor between Colvin Drive and MLK, Jr. Boulevard (including possible parallel roads, new road segments, intersection and operational improvements along with crossing points for grade-separated routes) and then the resurfacing of approximately 7-10 miles of roads within the corporate limits reaching essentially every portion of the more traveled corridors and neighborhoods in the city. There is an increase in the disbursement between the County and Cities based on the 2019 Census Estimate of Population, which is the most recent official estimate available at the time and most reliable as of date.

Recommendation:

APPROVE the IGA between Henry County and the City of Locust Grove for the call of a Transportation Special Purpose Local Option Sales Tax (T-SPLOST).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO ACCEPT THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES AND HENRY COUNTY SEEKING APPROVAL OF A SPECIAL PURPOSE LOCAL OPTION TRANSPORTATION SALES TAX (T-SPLOST) PURSUANT TO TITLE 48, CHAPTER 8, ARTICLE 5 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Board of Commissioners of Henry County has intention to issue a call for a referendum of Henry County voters seeking approval of a transportation special purpose local option sales tax (“T-SPLOST”) pursuant to Title 48, Chapter 8, Article 5 of the Official Code of Georgia Annotated; and

WHEREAS, the Mayor and City Council have reviewed a list of Transportation Projects developed by Staff for this initial T-SPLOST to address critical transportation infrastructure concerns and to leverage funds with those of GDOT along with other sources to expedite construction of improvements to address traffic congestion in the area; and,

WHEREAS, an intergovernmental agreement (IGA) between Henry County and the municipalities located therein has been negotiated by the respective staffs of the local governments; and

WHEREAS, the IGA and the List of Projects have been reviewed at public meetings held by the City Council on July 6, 2021 and July 19, 2021; and,

WHEREAS, the Mayor and Council of the City of Locust Grove find that execution of the IGA, calling for a referendum of the voters of Henry County in November, 2021, is in the best interest of the City and its citizens in anticipation that transportation needs within the City can be funded through the proposed sales tax.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

1. **Approval of the Intergovernmental Agreement (IGA).** The Mayor, by and with the advice and consent of the City Council, hereby accepts the IGA as attached hereto and incorporated herein as **Exhibit “A”**.
2. **Authorization.** that the Mayor is authorized to execute the agreement and any required related documents on behalf of the City.
3. **Attestation.** That the City Clerk is authorized to attest to any signatures as required on any related documents on behalf of the City.
4. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 19th day of July, 2021.

ROBERT S. PRICE, Mayor

ATTEST:

MISTY SPURLING, City Clerk

(seal)

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX

INTERGOVERNMENTAL AGREEMENT

As adopted by Resolution 21 – 218 of the Henry County Board of Commissioners



BOARD OF COMMISSIONERS OF
HENRY COUNTY, GEORGIA

Resolution 21- 218

RESOLUTION OF THE HENRY COUNTY BOARD OF COMMISSIONERS APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF STOCKBRIDGE, MCDONOUGH,
LOCUST GROVE, AND HAMPTON FOR A TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION
SALES TAX

WHEREAS, Georgia state law enables Henry County to enact a Transportation Special Purpose Local Option Sales Tax (TSPLOST) for the sole purpose of funding only transportation projects provided that Henry County holds a referendum on such tax, and the voters of the County approve the additional sales tax; and

WHEREAS, per Georgia state law, TSPLOST can be a maximum of one percent (1%) if Henry County and its municipalities enter into an intergovernmental agreement and a maximum of three-quarters percent (0.75%) if the county and the cities do not agree to an intergovernmental agreement; and

WHEREAS, the intergovernmental agreement outlines:

- (A) A list of the transportation projects proposed to be funded from the TSPLOST, including an expenditure of at least 30 percent of the estimated revenue from the tax on projects consistent with the statewide strategic transportation plan as defined in paragraph (6) of subsection (a) of Code Section 32-2-22;
- (B) The estimated or projected dollar amount allocated for each transportation project from the TSPLOST proceeds;
- (C) The procedures for distributing proceeds from the tax to the qualified municipalities;
- (D) A schedule for distributing proceeds from the tax to qualified municipalities;
- (E) A provision that all transportation projects included in the agreement shall be funded from proceeds from the tax except as otherwise agreed;
- (F) A provision that proceeds from the tax shall be maintained in separate accounts and utilized exclusively for the specified purposes;
- (G) Record-keeping and audit procedures necessary to carry out the purposes of the state law (O.C.G.A. 48.8.262(b)(2));
- (H) Such other provisions Henry County and the Cities of Stockbridge, McDonough, Locust Grove, and Hampton choose to address.

NOW, THEREFORE, BE IT RESOLVED, the Henry County Board of Commissioners approves the intergovernmental agreement Henry County has entered into with the Cities of Stockbridge, McDonough, Locust Grove, and Hampton that outlines the above-listed provisions.

This 7 of July, 2021.

HENRY COUNTY BOARD OF COMMISSIONERS

BY: 
Carlotta Harrell, Chair

ATTEST:


Stephanie Braun, County Clerk

**STATE OF GEORGIA
COUNTY OF HENRY**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this 7 day of July, 2021 by and among Henry County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Hampton, Georgia, a municipal corporation, the City of Locust Grove, Georgia, a municipal corporation, the City of McDonough, a municipal corporation, and the City of Stockbridge, Georgia, a municipal corporation, (hereinafter the "Municipalities" or "Cities"), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a single county Special District Mass Transportation Local Option Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Atlanta Regional Commission have not proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities met together on April 15, 2021 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of up to \$165,000,000 to fund some of the Projects defined herein;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 2, 2021, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Henry County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2022 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$165,000,000 to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$245,000,000 (Two Hundred and Forty-Five Million Dollars).

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualified municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Henry County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 2, 2021, shall be imposed at

the rate of one percent (1%). The total estimated dollar amount is \$245,000,000 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Henry County), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2022.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Henry County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

- (a) In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the total net proceeds (\$239,550,000) shall be utilized for the following transportation purposes (the “Purposes”): roads, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- (b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the “Projects”), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).
- (c) All Projects and Purposes described herein shall be funded from TSPLOST proceeds as provided in this Agreement, and as specified in Exhibit A. No party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

- (a) A special fund or account shall be created by the County and designated as the 2022 Henry County Special District Mass Transportation Special Option Sales Tax Fund (the “County TSPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST 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 2022 [Municipality name] Special District Mass Transportation Local Option Sales Tax Fund (each a “Municipal TSPLOST Fund”). Each Municipality shall select a local bank which

shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST 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 7, TSPLOST proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c). The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows:

1. Henry County: 68.88%
2. City of Hampton: 3.45%
3. City of Locust Grove: 3.51%
4. City of McDonough: 11.41%
5. City of Stockbridge: 12.75%

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which

requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms 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 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 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.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other 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. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of up to \$165,000,000.

The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.

(b) The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligation of the County to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this

Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. 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 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 19. 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 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Henry County Board of Commissioners
140 Henry Parkway
McDonough, GA 30253
Attention: County Manager

- (b) City of Hampton
17 East Main Street South
Hampton, GA 30228
Attention: City Manager

- (c) City of Locust Grove
3644 Highway 42
Locust Grove, GA 30248
Attention: City Manager

- (d) City of McDonough
136 Keys Ferry Street
McDonough, GA 30253
Attention: City Administrator

- (e) City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

SIGNATURES ON FOLLOWING TWO PAGES

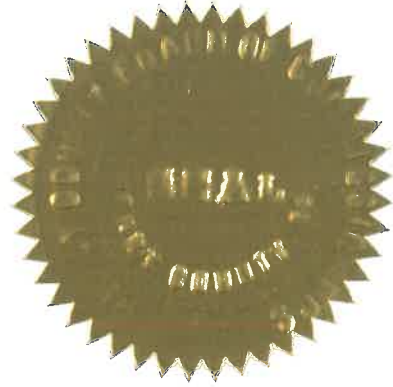
HENRY COUNTY, GEORGIA

By: 
Carlotta Harrell, Board of Commissioners Chair

Attest:


Stephanie Braun, Clerk

7/7/21
Date



CITY OF HAMPTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF LOCUST GROVE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF MCDONOUGH

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF STOCKBRIDGE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Henry County	State Route 81 Widening – Phase I	Widen from Postmaster Drive to North Bethany Road	\$28,000,000
	Bill Gardner Parkway Widening	Widen from SR 155 to I-75	\$34,000,000
	Jonesboro Road Widening	Widen from Mill Road to North Mount Carmel Road	\$35,000,000
	Mill Road Widening	Widen from Flea Market to Jonesboro Road	\$5,000,000
	McDonough Parkway Extension	SR 42 to SR 155	\$14,000,000
	Rock Quarry Road Widening	Widen from Hospital Drive to SR 138	\$27,000,000
	Fairview Road Widening	Widen from Hearn Road to SR 155	\$12,000,000
	Countywide Road Resurfacing, Sidewalks, Intersection Improvements, Pedestrian Bridges, and Bike Paths	Road maintenance	\$10,002,040 [\$250,000 of District 1 funds transferred to Locust Grove’s SR 42 project]
City of Hampton	Elm Street	Replace existing CMP with box culvert and headwall, utility relocation, right-of-way and easement acquisition, flood analysis, road section widening with new sidewalks	\$850,000
	College Street	Replace failing pipes and structures, relocate utilities, rebuild storm manholes and	\$425,000

		structures, curb and gutter, and sidewalks	
	Central Avenue	Replace failing pipes and structures, relocate utilities, rebuild storm manholes and structures, curb and gutter, and sidewalks	\$322,000
	Lower Woolsey Road	Stormwater infrastructure, curb and gutter, sidewalks and trail, utility coordination, driveway/curb cuts improvements, resurfacing	\$2,200,000
	Barham Street	Widening road section to include one-way travel lane with on-street parking, curb and gutter, storm infrastructure, milling and paving, right-of-way acquisition, and sidewalks	\$650,000
	E. Main Street from HWY 20 north to City Limits	Resurfacing and sidewalks	\$1,200,000
	Elm Street from E. Main to Bridge Mill Drive	Resurfacing and sidewalks	\$500,000
	McDonough Street	Resurfacing and sidewalks	\$350,000
	E. King, McDonough, and Rosenwald Intersection	Intersection Improvement	\$1,200,000
	Hampton-Locust Grove Road and McDonough Street	Intersection Improvement	\$380,000
	Resurfacing Projects – Targeted Areas	Citywide	\$1,400,000
City of Locust Grove	State Route 42 Congestion Relief Projects	Widen from Colvin Drive to MLK, Jr. Boulevard	\$3,500,000
	Bill Gardner West Enhancements/Widening	Widen between I-75 ramps	\$500,000
	State Route 42 Extra Lane	Widen from Bill Gardner Parkway to Market Place	\$900,000

		Boulevard	
	Resurfacing Projects -- Targeted Areas	Citywide	\$2,150,000
	State Route 42 and Bethlehem Road	Signal/intersection improvement	\$200,000
	Bikeway/Pathway Network	Shared use signage	\$250,000
City of McDonough	State Route 42 from Highway 42 North to State Route 138	Widening/Relocation of Utility Lines	\$1,100,000
	State Route 81 from Postmaster Drive to North Bethany Road	Widening/Relocation of utility lines	\$7,740,000
	State Route 20 at McGarity Road and Lawrenceville Street	Dual roundabouts and relocation of utility lines	\$1,100,000
	Turner Church Road at State Route 20	Roundabout; acquisitions (as applicable); relocation of utility lines	\$250,000
	Racetrack Road at Travis Road	Intersection improvements; roundabout; relocation of utility lines	\$1,125,000
	State Route 155 from I-75 North to State Route 42	Widening of SR 155 and relocation of utility lines	\$155,000
	McDonough Parkway to Bridges Road	Intersection improvements; roundabout; relocation of utility lines	\$1,125,000
	Racetrack Road at Iris Drive	Intersection improvements; roundabout; relocation of utility lines	\$800,000
	McDonough Parkway from Highway 155 to Turner Church Road	Overpass at Turner Church Road and SR 155	\$750,000
	Bridges Road to Simpson Street	Street alignment	\$1,500,000
	Geranium Park at Highway 155/Judy Drive	Relocation of utility lines; construction of stormwater dam; walking trail	\$510,000
	Veterans Drive (North) to Oak Park	Streambank restoration to include stormwater project	\$375,000

	Alexander Park West Trails	Walking and biking multipurpose trails	\$812,600
	Jonesboro Road Park	Walking and biking multipurpose trails	\$203,150
	Avalon Park	Walking and biking multipurpose trails	\$225,000
	West Alexander Park and McDonough Parkway	Overlook deck at Trussell; pre-fab bridge; walking trail	\$725,000
	State Route 20 from Turner Church Road to Dual Roundabout	Sidewalk connectivity	\$510,000
	State Route 155 North from Lawrenceville St. to Turner Church Road	Sidewalk connectivity	\$654,500
	South Zach Hinton Parkway from Commerce Street to Bryan Street	Sidewalk connectivity	\$210,000
	Old Griffin Road	Sidewalk connectivity; curb and gutter; stormwater	\$1,500,000
	Road Resurfacing	67 city streets	\$5,250,000
City of Stockbridge	Wilson Avenue, Nolan Street, Childs Street, Wilson Street, Walker Street, Welch Street, Jennings Way, Second Street, First Street, Tye Street, Church Street, and Carrie Mae Lane	Curb and gutter, sidewalks, and widening	\$2,500,000
	Davidson Parkway	Resurfacing and sidewalks	\$1,500,000
	Old Atlanta Road	Resurfacing and sidewalks	\$1,500,000
	Tye Street	Sidewalks	\$2,200,000
	Davis Road	Curb and gutter and sidewalks from Shields Road to Clark Park	\$2,500,000
	Reeves Creek Trail Extension – 2 Miles	Trail	\$2,800,000
	Brush Creek Trail – 1.5 Miles	Trail	\$2,400,000
	MLK Sr. Heritage Trail, Spur Trail to Floyd Church Baptist Church – 0.25 Mile	Trail	\$425,000
	MLK Sr. Heritage Trail, Green Front Café – 0.25 Mile	Trail	\$355,000
	Continuation of MLK Sr. Heritage Trail – 0.75 Mile	Trail	\$625,000
	Potential Trailhead Location with Reeves Creek Trail Link at MLK Sr. Heritage Trail	Trail	\$500,000

	Country Club Drive	Traffic and safety Improvements	\$1,000,000
	Burke Street	Sidewalks and pedestrian improvements	\$500,000
	Love Street	Sidewalks and pedestrian improvements	\$500,000
	Walt Stephens Road Trail – 1.75 Miles	Trail	\$3,000,000
	Rock Quarry Road	Road widening	\$4,000,000
	Rock Quarry Road Extension	New road	\$2,000,000
	Hudson Bridge Road/Eagles Landing Parkway	Road resurfacing	\$489,982
	Downtown Pedestrian Bridge	Pedestrian bridge	\$800,000
	Campground Road	Sidewalks	\$500,000
	Peach Drive	Sidewalks	\$300,000

T-SPLOST - City of Locust Grove

Bonding Projects

Updated List of Projects

Updated June 2021 for local roads and projects

Category	Tier	Total T-SPLOST	Bond
MAJOR MOBILITY			
Roads, Bridges, and other Transportation Facilities		\$ 7,250,000.00	\$ 7,050,000.00
State Route 42 Congestion Relief Projects	1	\$ 3,500,000.00	\$ 3,500,000.00
<i>Working with GDOT, begin expedited projects related to the PI# 0017770 PE on SR 42 between Colvin Drive and MLK, Jr. Blvd, including parallel roads, grade-separated crossings, operational/safety improvements, roadways to reroute traffic, and additional capacity. (This may be combined with a leveraging share of funding from District 1)</i>			
Bill Gardner West Enhancements/Widening (with County)			
<i>Work on PE/Utilities/ROW between I-75 Ramps to just west of Strong Rock Parkway with Henry County and ARC to eventually widen from 2 - 4 lanes with auxilliary lanes as needed.</i>	1	\$ 500,000.00	\$ 500,000.00
State Route 42 Extra Lane - Bill Gardner to Market Place Boulevard			
<i>Install additional lane along SR 42 NB btween Bill Gardner Parkway and Market Place Boulevard to provide for adequate receiving lane widths for intersection and provision of turning movements along SR 42 along this section.</i>	1	\$ 900,000.00	\$ 900,000.00
Resurfacing Projects - Targeted Areas			
<i>Asphalt resurfacing of city streets, with examples of LG-Griffin Road, Jackson Street, subdivisions, etc.</i>	1	\$ 2,150,000.00	\$ 2,150,000.00
<i>Including (but limited to) our Higher Priority Streets: Highpoint Lane (0.12), Brentwood Lane (0.2), Stonewall Lane (0.12), Grove Creek Drive (0.25), Gettysburg Way (0.5), Paul Revere (0.2), Massey Lane (0.25), Harris Avenue (0.5), Patriot's Point Street (1.2), Palmetto Street (.25), N. Jackson Street (0.5), Cleveland St. (.25), Indian Creek Road (0.25), Ferguson Ave. (0.33), Linden Park Streets (0.75), Sarah's Lane (.25), Stonewall (.15), Water's Edge Dr. (0.2), Sims St./Square Circle (0.25), S. Jackson Street (0.5), Grove Park Streets (.75)</i>			
Signal/Intersection Improvement - SR 42 and Bethlehem Road			
<i>Study and develop concept plans/plans for Signalized Intersection or alternate as warranted by study for the Highway 42 and Bethelhem Road intersection pending outcome of Bethlehem Road Interchange work (Temp vs. Permanent)</i>	1	\$ 200,000.00	
Bikeway / Pathway Network(Shared System)			
Bicycle Shared Use Areas	2	\$ 250,000.00	\$ -
<i>Develop rudimentary network of bicycle-friendly areas for shared use ("Sharrows", signage) to provide linkages between key points of interest. Also continue from Comprehensive Trails Plan for short high-use segments.</i>			
Subtotal Bikeway/Pathway		\$ 250,000.00	\$ -
Grand Total		\$ 7,500,000.00	\$ 7,050,000.00



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

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

Item Coversheet

Item: Millage Rate Ordinance/Rollback

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, all funds except Enterprise or Restricted Funds

Date Received: July 14, 2021

Workshop Date: July 19, 2021

Regular Meeting Date: N/A

Discussion:

Attached is the Ordinance for Millage Rate Rollback for the 2020 Tax Year as required by State Law. The previous year Sales Taxes (\$2,562,742) divided into the Net M & O tax digest of the city of \$444,254,480 (up 17.3% from \$378,851,965 in Year 2020) is used for the calculation for a millage rate that would have been required for operations being 5.769 mils. This figure represents a continued drop (from 6.151) due to the increase in property valuation due to development of hundreds of homes and new commercial/industrial buildings. As the city's done since 1980, the millage rate is rolled back to 0.00 mils, which is reflected on for PT-38 to be submitted to the Department of Revenue. For comparison, in 2013, the digest was \$164,068,724, meaning the city's digest has grown by 171% in less than a decade.

Recommendation:

Approve Ordinance to set the 2021 Tax Millage at 5.769 mils and roll back said amount to 0.00 mils in reflection of local option sale taxes required for Maintenance and Operations of the City.

ORDINANCE # _____

AN ORDINANCE TO SET THE MILLAGE RATE FOR THE CITY; TO ROLL BACK THE MILLAGE RATE; TO AUTHORIZE THE CITY CLERK TO FILE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to local residents; and

WHEREAS, the City wishes to set its millage rate; and

WHEREAS, the City wishes to roll back the mileage rate according to the taxes received by law that are to be credited against the levy; and

WHEREAS, the City finds that it is in the best interest of the citizens of the City of Locust Grove to set the millage rate, roll back the millage rate, and to submit a report of the same to the Department of Revenue on Form PT-38 as attached hereto and incorporated herein as “**Exhibit A**”.

THEREFORE, IT IS NOW ORDAINED BY THE CITY COUNCIL OF LOCUST GROVE AS FOLLOWS:

SECTION 1. Millage Rate. The Mayor and Council of the City of Locust Grove hereby set a millage rate of 5.769 mills for the 2021 year. (6.151 for 2020)

SECTION 2. Roll Back. The Mayor and Council of the City of Locust Grove hereby roll back the millage rate for 2021 tax year to a millage rate of 0.000 mills, according to the taxes received by law that are to be credited against the levy.

SECTION 3. Authorization for the City Clerk. The City Clerk is hereby authorized to file **Exhibit A** as well as any and all documents with the Department of Revenue or other entities which are necessary to effectuate this Ordinance.

SECTION 4. Recordation. The City Clerk is hereby directed to record this Ordinance in the official minutes of the City.

SECTION 5.

- A. It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

- B.** It is hereby declared to be the intention of the City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- C.** In the event that any section, paragraph, sentence, clause, or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that any such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. **Repeal of Conflicting Provision Except** as otherwise provided herein, all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 7. **Effective Date.** The Ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED THIS 19th DAY OF JULY, 2021.

ROBERT PRICE, MAYOR

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, CITY CLERK

CITY ATTORNEY

EXHIBIT A

**FORM PT-38 (Rev 01/20)
City Millage Rate Certification**

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2020



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

Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404)724-7011 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.

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

CITY NAME Locust Grove		ADDRESS P.O. Box 900		CITY, STATE, ZIP Locust Grove, GA 30248		
FEI #	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 AM to 5:00 PM						
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 - Tax Commissioner						
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	Qualifications		
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		5.769	5.769	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 2020

Date _____ Mayor or City Clerk _____

LOCUST GROVE POLICE DEPARTMENT

Monthly Status Report

Mission Statement

It is the mission of the Locust Grove Police Department to enhance the quality of life in the City of Locust Grove, by working cooperatively with this community as we enforce the laws and preserve the peace. We are committed to providing professional and effective police services and strive to protect the rights and safety of our citizens and the community we serve.

GBI Crime Reports	June 2020	June 2021
NIBRS Group A Crimes	51	53
NIBRS Group B Crimes	20	37

Patrol Division

Total Calls for Service	n/a	1,192
Miles Patrolled	18,824	17,691
Total Reports Written	163	209
Total Citations Written	223	263
Total Warnings Written	10	16
Arrests	16	26

Municipal Court

Total Fines Collected	\$20,046.00	\$57,796.00
Probated Fines	n/a	\$20,057.00

Departmental Training

Hours	49	5
--------------	----	---

NIBRS (Defined) National Incident Based Reporting System (January 1, 2021)

NIBRS Group A Crime Examples:

- *Arson
- *Assault/Robbery
- *Burglary
- *Forgery
- *Homicide
- *Theft/Larceny

NIBRS Group B Crime Examples:

- *Disorderly Conduct
- *DUI
- *Trespassing
- *Loitering
- *Bad Checks

COMMUNITY DEVELOPMENT DEPARTMENT REPORT
 (as of 7/13/2021) vs. this same time in 2020

- 1717 (up from 1448) permits issued in 2021
Year 2020: 877
- 308 (up from 275) new house permits issued in 2021
Year 2020: 117
- 191 (up from 164) COs issued in 2021
Year 2020: 170
 - Residential = 124 (up from 104)
 - Year 2020: 135
 - Commercial = 67 (up from 60)
 - Year 2020: 36
- 378 (up from 355) Business Licenses issued in 2021
Year 2020: 291

2021 Active Developments				
	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Capitol Project</u>
1	Bunn Farms	LaQuinta	Loves	Bill Gardner modifications
2	Locust Grove Station Pine Valley	Moe's Southwest Grill	HD Atlanta	Market Place Blvd. at Hwy. 42 signalization
3	Indian Grove	STLC 640 Market Place Blvd. (coming soon)	XPO seasonal	Extra Lane on Hwy 42
4	Grove Village	Express Oil Change	Radial	Peeksville Road Extension
5	Elmstone Commons	Chick-fil-a (dev. plans submitted)	Walker Crossing	Davis Lake Interceptor
6	Indian Grove	World Peace Center	South Atlanta Steal	MMIP/Bethlehem Road Interchange
7	Derrystone Manor	Shops at Locust Grove Phase 2	M&M Waste	Tanger Park
8	Bridle Creek	Planter's Antiques	Gardner Logistics	
9	Havenwood Grove	Waffle House (coming soon)	Spec. Bldg. at Colvin and Hwy. 42	
10	Collin	Dollar General (under review)		
11	River Oaks			
12	Berkley Lakes Phase II			
13	Barnes Station III			
14	Wentworth			
15	Locust Grove Station Pod B			
16	Cedar Ridge Pod D			
17	Oak Ridge Meadows Pod E			
18	Flakes Mill South Bethany			
19	Nine Oak Phase 2 (coming soon)			
20	Peeksville Road Subdivision (coming soon)			



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: A Resolution to create a streetlight district in Grove Village, a residential subdivision

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: June 17, 2021

Workshop Date: July 19, 2021

Regular Meeting Date: August 2, 2021

Discussion:

Staff received a petition to create a streetlight district in Grove Village, a residential subdivision.

- Number of Lots: 250
- Number of Lights: 47 (Central GA EMC)
- Type of Lights: Colonial LED
- Cost per Light: 10 @ \$11.75 and 37 @ \$9.75
- Cost per Month: \$478.25
- Cost per Year: \$5,739.00
- Administrative Cost: 15% of annual cost = \$860.85
- Pro Rata Cost per Lot: $\$5,739 + \$860.85 / 250 \text{ lots} = \underline{\$26.40 \text{ per year}}$

Comments:

The City's Street Light Tax District Ordinance permits the Council to create streetlight districts by resolution. The City will pay the electricity usage fees on the lights each month then be reimbursed annually for these fees by way of a pro rata cost that is added to each property tax statement. This pro rata cost includes each lot's share of the electricity usage fees and administrative costs.

Recommendation:

Staff recommends approval of the Resolution to create a new streetlight district in Grove Village.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A REQUEST TO CREATE A STREET LIGHT TAX DISTRICT IN GROVE VILLAGE SUBDIVISION IN ACCORDANCE WITH CHAPTER 3.10 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove, Georgia (“City”) adopted Article II, Chapter 3.10 (“Chapter”) entitled “Street Light Tax Districts”; and,

WHEREAS, the purpose of the Chapter is to provide the City with a procedure for the installation, maintenance and operation of street lights in certain public rights-of-way in the City of Locust Grove and for the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove; and,

WHEREAS, various owners, (“Owners”) submitted a *Petition for Special Tax District – Street Lighting* and a *Petition for Special Tax District – Street Lighting* (“Application”) attached as **Exhibit “A”** for the subdivision known as Grove Village, (the “Subdivision”); and,

WHEREAS, the Owners submitted a copy of the *Central Georgia Electric Membership Corporation Underground Wiring / Outdoor Lighting Agreement for the Subdivision* (“Request”) outlining the costs, quantities, locations, terms and conditions associated with the Request attached as **Exhibit “B”**; and,

WHEREAS, the City agrees to pay the monthly streetlight fee of \$478.25 (\$5,739 annually) to Central Georgia EMC in accordance with the Request and to be reimbursed for such payments by way of assessments imposed upon all property owners within this subdivision in the amount of \$26.40 (includes a 15% administrative fee) per lot annually; and,

WHEREAS, the Mayor and City Council (“Council”) reviewed the Application and Request during a workshop meeting held on July 19, 2021; and,

WHEREAS, the Request was found to be generally consistent with the purpose and intent of the Chapter; and,

WHEREAS, the Council, in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for the creation of a streetlight tax district to be in the best interests of the citizens of the City, that this Resolution be adopted.

**THEREFORE, IT IS NOW RESOLVED BY THE CITY OF LOCUST GROVE,
GEORGIA, AS FOLLOWS:**

1. **Finding.** That the Council hereby finds that the Application submitted by the Owners generally conforms to the requirements of Chapter 3.10 of City of Locust Grove Code.
2. **Public Purpose.** The Council finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
3. **Authority.** That the Council hereby authorizes the Mayor to execute the *Central Georgia Underground Wiring / Outdoor Lighting Agreement* for the Subdivision and any other documents necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
4. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All Council resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 2nd day of August 2021.

ROBERT S. PRICE, MAYOR

ATTEST:

MISTY SPURLING, CITY CLERK

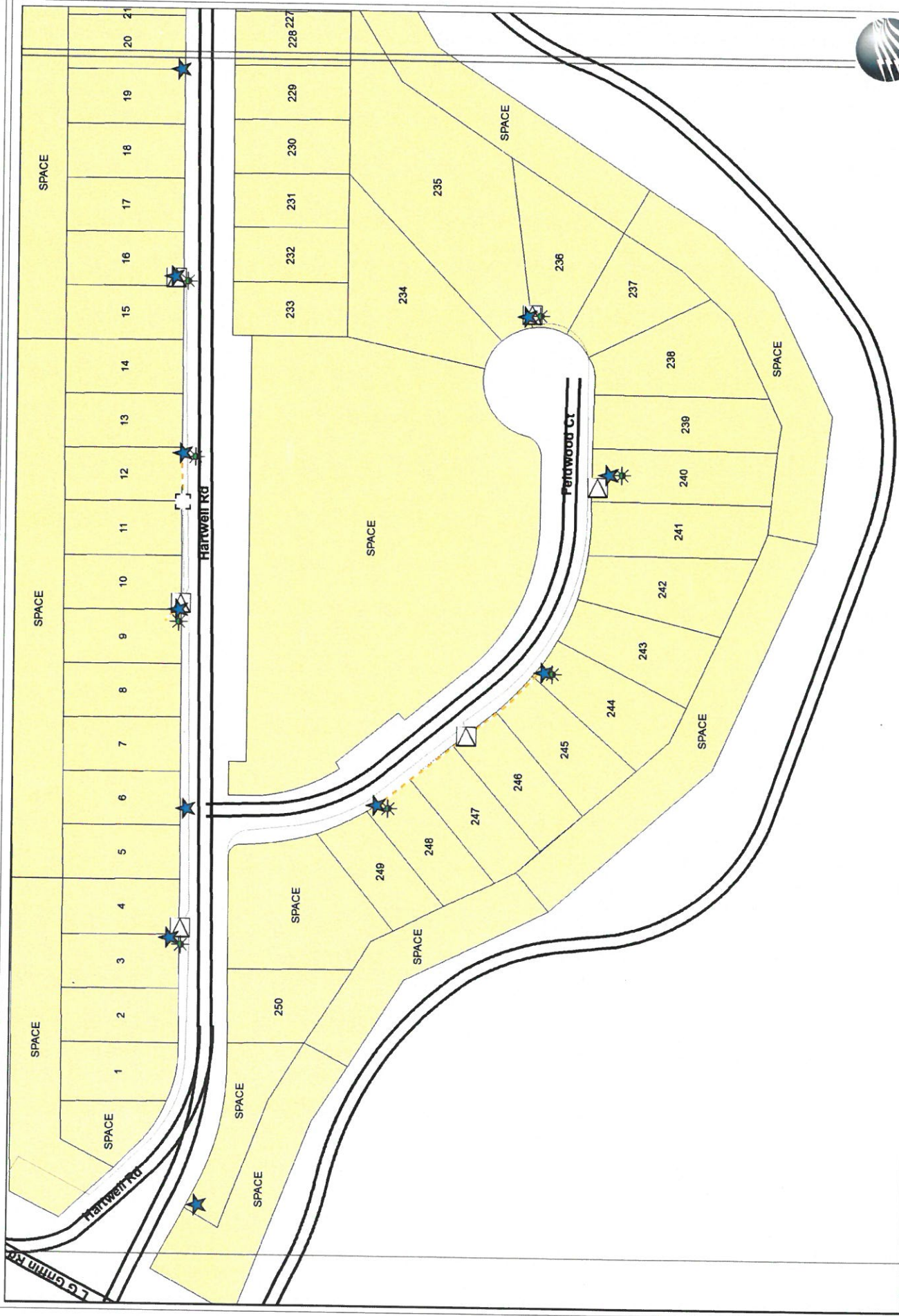
(seal)

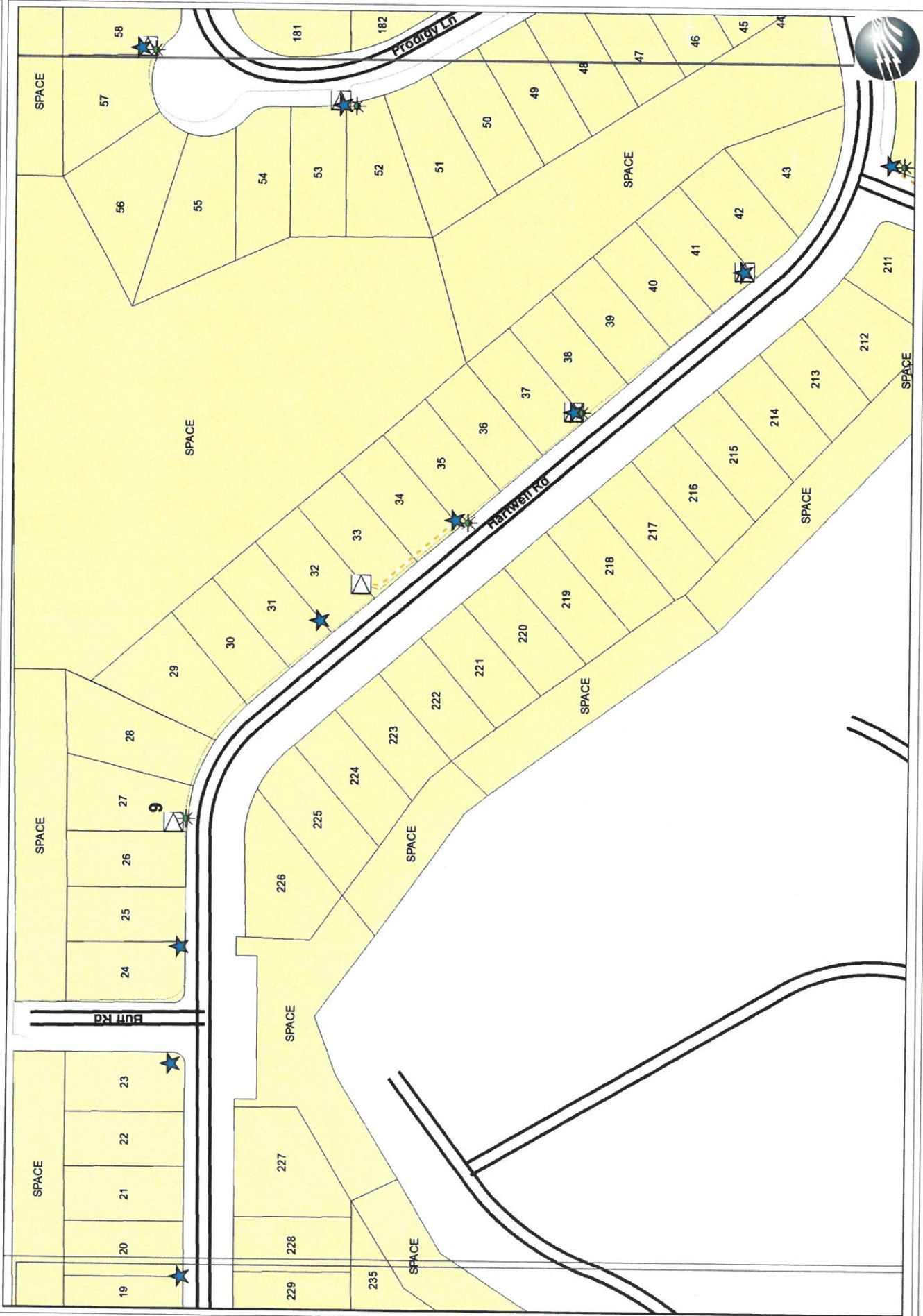
APPROVED AS TO FORM:

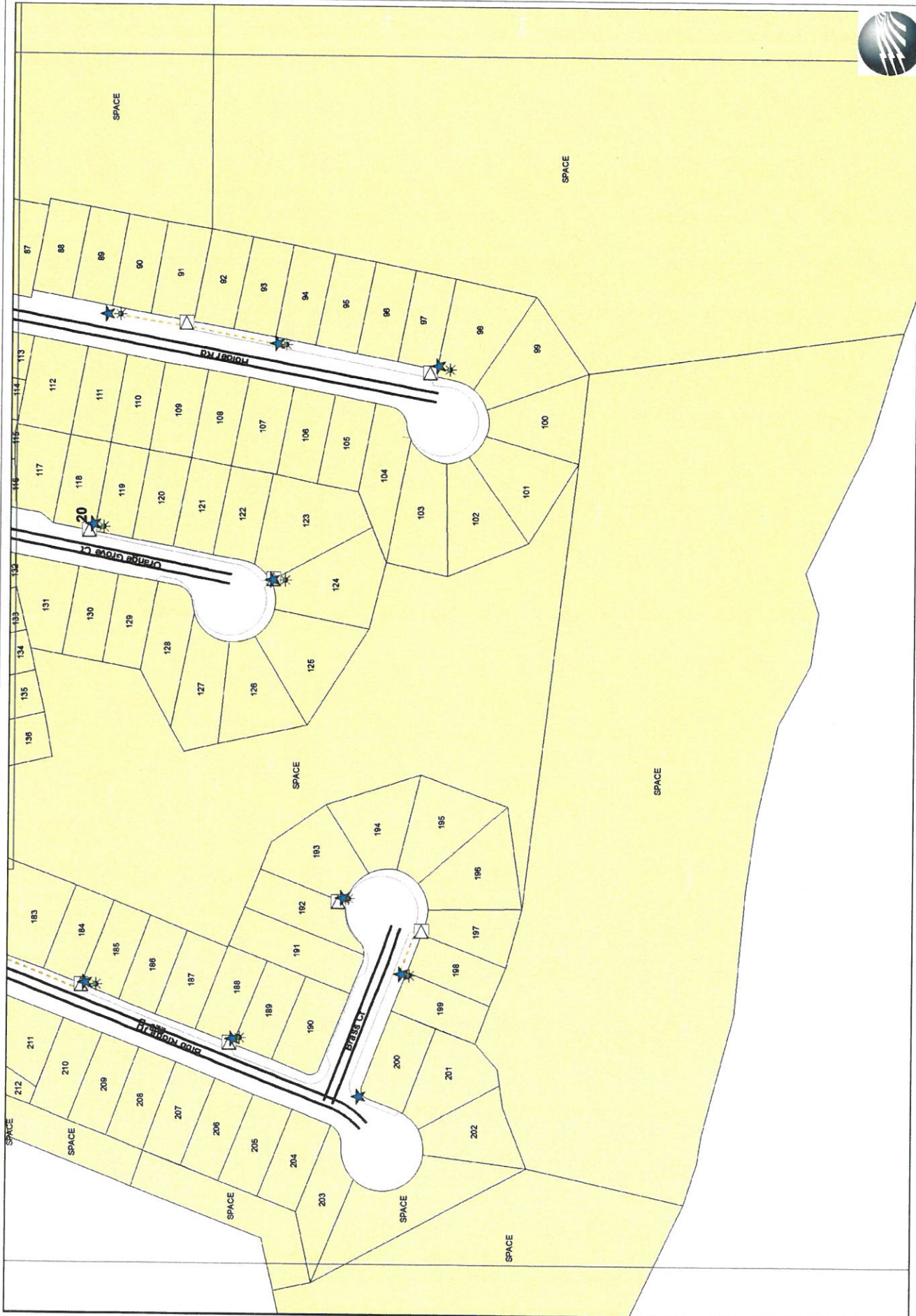
CITY ATTORNEY

EXHIBIT "A"

Petition for Special Tax District – Street Lighting



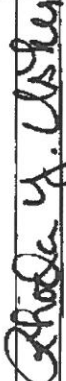






Petition for Street Lighting


Please copy this page if additional forms are necessary.

Property Owner(s) (Print)	Signature	Address	Yes	No	Witness
Capshaw Development Company		1179 Hartwell Road	x		
Capshaw Development Company		6003 Prodigy Lane	x		
Capshaw Development Company		6005 Prodigy Lane	x		
Capshaw Development Company		6007 Prodigy Lane	x		
Capshaw Development Company		6009 Prodigy Lane	x		
Capshaw Development Company		6011 Prodigy Lane	x		
Capshaw Development Company		6013 Prodigy Lane	x		
Capshaw Development Company		6015 Prodigy Lane	x		
Capshaw Development Company		6017 Prodigy Lane	x		
Capshaw Development Company		6019 Prodigy Lane	x		
Capshaw Development Company		6023 Prodigy Lane	x		
Capshaw Development Company		6025 Prodigy Lane	x		
Capshaw Development Company		6027 Prodigy Lane	x		
Capshaw Development Company		6029 Prodigy Lane	x		
Capshaw Development Company		6031 Prodigy Lane	x		
Capshaw Development Company		6033 Prodigy Lane	x		
Capshaw Development Company	6035 Prodigy Lane	x			
Capshaw Development Company	6037 Prodigy Lane	x			
Capshaw Development Company	6041 Prodigy Lane	x			
Capshaw Development Company	6043 Prodigy Lane	x			

MMW

Petition for Street Lighting


Please copy this page if additional forms are necessary.

Property Owner(s) (Print)	Signature	Address	Yes	No	Witness
Capshaw Development Company		6047 Prodigy Lane	x		
Capshaw Development Company		6053 Prodigy Lane	x		
Capshaw Development Company		6055 Prodigy Lane	x		
Capshaw Development Company		9060 Holder Road	x		
Capshaw Development Company		6039 Prodigy Lane	x		
Capshaw Development Company		6021 Prodigy Lane	x		
Capshaw Development Company		7040 Prune Lane	x		
Capshaw Development Company		7036 Prune Lane	x		
Capshaw Development Company		7032 Prune Lane	x		
Capshaw Development Company		7028 Prune Lane	x		
Capshaw Development Company		7024 Prune Lane	x		
Capshaw Development Company		7020 Prune Lane	x		
Capshaw Development Company		7016 Prune Lane	x		
Capshaw Development Company		7012 Prune Lane	x		
Capshaw Development Company		7008 Prune Lane	x		
Capshaw Development Company		7004 Prune Lane	x		
Capshaw Development Company	6012 Prodigy Lane	x			
Capshaw Development Company	7005 Prune Lane	x			
Capshaw Development Company	7009 Prune Lane	x			
Capshaw Development Company	7013 Prune Lane	x			

WWWW

Petition for Street Lighting

Please copy this page if additional forms are necessary.

Property Owner(s) (Print)	Signature	Address	Yes	No	Witness
Capshaw Development Company		7017 Prune Lane	x		
Capshaw Development Company		7021 Prune Lane	x		
Capshaw Development Company		7025 Prune Lane	x		
Capshaw Development Company		7029 Prune Lane	x		
Capshaw Development Company		7033 Prune Lane	x		
Capshaw Development Company		7037 Prune Lane	x		
Capshaw Development Company		7041 Prune Lane	x		
Capshaw Development Company		7045 Prune Lane	x		
Capshaw Development Company		6056 Prodigy Lane	x		
Capshaw Development Company		6054 Prodigy Lane	x		
Capshaw Development Company		6050 Prodigy Lane	x		
Capshaw Development Company		6048 Prodigy Lane	x		
Capshaw Development Company		6046 Prodigy Lane	x		
Capshaw Development Company		6044 Prodigy Lane	x		
Capshaw Development Company		6042 Prodigy Lane	x		
Capshaw Development Company		6040 Prodigy Lane	x		
Capshaw Development Company	6038 Prodigy Lane	x			
Capshaw Development Company	6036 Prodigy Lane	x			
Capshaw Development Company	6034 Prodigy Lane	x			
Capshaw Development Company	6032 Prodigy Lane	x			

MM

EXHIBIT "B"

*Central Georgia Electric Membership Corporation
Underground Wiring / Outdoor Lighting Agreement*

CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION
923 SOUTH MULBERRY STREET
JACKSON, GEORGIA 30233

UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT

Name: LOCUST GROVE CITY OF Acct. No.: 12223-032 Loc. No.: 111111701
(Print Name as Listed on Bill Card)

Address: GROVE VILLAGE STREETLIGHTS

I (we) hereby apply for a lease of outdoor lighting equipment to Central Georgia EMC under the terms and conditions set forth below:

1. INFORMATION AND COST

Lights, Fixtures, and Poles:

Quantity 10 Rate 12 Class 5 Cost Per Month \$ 11.75 each Total Cost \$ 117.50 per month Description: COLONIAL LED
Quantity 37 Rate 13 Class 5 Cost Per Month \$ 9.75 each Total Cost \$ 360.75 per month Description: COLONIAL LED DISC
Quantity Rate Class Cost Per Month \$ each Total Cost \$ per month Description:
Quantity Rate Class Cost Per Month \$ each Total Cost \$ per month Description:

TOTAL COST PER MONTH \$ 478.25

Total CIAC (Contribution in Aid of Construction) = \$ 0.00

3. The corporation reserves the right to increase or decrease rates of outdoor lighting without prior written notice to each individual lessee.
4. Fixtures served by underground wiring will be available at these rates when the underground cable is buried in the same trench with the underground distribution system and the excess trench required does not exceed thirty (30) feet per fixture for a small LED fixture or eighty (80) feet per fixture for a large LED fixture or post top LED fixture. A contribution in aid of construction shall be paid in advance for the footage in excess of the base allowance.
5. I (we) will perform all trenching, install duct furnished by the Corporation, backfill, and complete the paving to the mutual satisfaction of all parties concerned where underground wiring is desired and paving or other obstacles exist.
6. I (we) will pay in advance a contribution in aid of construction in the amount of the current installed cost of additional pole(s) if more than one pole must be installed. The additional pole(s) will remain the property of the Corporation.
7. All lighting equipment, wiring, etc. will be furnished by the Corporation.
8. The Corporation will perform ordinary maintenance of light and equipment which will be done during normally scheduled working hours. Current overtime fee per service call shall be paid to the serviceperson making the repairs when requested at any time other than the normal working hours.
9. I (we) will pay for replacement of any equipment damaged or destroyed by vehicle collision or vandalism.
10. I (we) will pay the lease for the light(s) at the rates above according to current billing procedures. The Corporation may discontinue service without further notice if the bill is not paid.
11. The corporation shall use reasonable care to maintain constant service but shall not be liable for interruption through acts of God, strikes, labor troubles, or any other causes beyond the control of the Corporation.
12. I (we) will pay a Membership or Additional Service fee and be bound by the provisions of the Articles of Incorporation, Bylaws, and rules of the Corporation that may be adopted from time to time.

13. This agreement shall become effective on the date of service is first delivered and shall remain in effect for 5 years and thereafter until terminated by either party's giving three month notice.

14. This agreement shall be binding upon the successors, legal representative, and assigns of the respective parties hereto.

15. The Corporation reserves the right to shield the light or relocate the pole and light if objected by the adjacent landowners.

16. I (we) will grant, bargain, sell, and convey unto the Corporation, its successors, and assign an easement and right-of-way for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing its facilities. The Corporation shall have the right to egress to and egress from the easement over the lands of the lessee adjacent to the easement and lying between public and private roads and easements.

Signature: _____

Print Name: _____

Title: _____

Date: _____