



Fulton County Board of Commissioners
Agenda Item Summary

18-0921

BOC Meeting Date

12-19-18

Requesting Agency

Public Works

Commission Districts Affected

5, 6, 7,

Requested Action

Request approval a Resolution authorizing execution of a Memorandum of Understanding between Fulton County, Georgia and the City of South Fulton, Georgia for the receipt and transfer of Transportation Special Purpose Local Option Sales Tax ("TSPLOST") proceeds designated for transportation projects located within the City of South Fulton; and for other purposes.

Requirement for Board Action

In accordance with O.C.G.A. § 36-10-1, all contracts entered into by the County Government shall be in writing and entered on its minutes.

Is this Item related to a Strategic Priority Area?

Yes All People trust government is efficient, effective, and fiscally sound

Is this a purchasing item?

No

Summary & Background

Scope of Work: Currently, Fulton County is receiving 16.60% of the monthly TSPLOST distributions from the Georgia Department of Revenue ("DOR") in accordance with an intergovernmental agreement ("IGA") approved by Fulton County in July 2016 between the County and the qualified municipalities located within Fulton County, outside of the City of Atlanta, for transportation projects located in unincorporated Fulton County, but are now located within the City of South Fulton upon its formation. The Georgia General Assembly enacted Senate Bill 369 on April 26, 2016, which amended O.C.G.A. § 48-8-260 et seq., to authorize a referendum on the issue of the imposition of a transportation special purpose local option sales district transportation tax ("TSPLOST") of up to 1% for use only for transportation purposes. Pursuant to O.C.G.A. § 48-8-262, Fulton County and the qualifying municipalities, outside of Atlanta, entered into an IGA on July 20, 2016, for the purpose of calling the referendum and to control the distribution of TSPLOST proceeds upon its passage. Pursuant to the IGA, Fulton County and the qualified municipalities agreed that 16.60% of the tax proceeds is designated for the transportation projects located within unincorporated Fulton County.

With the creation of the City of South Fulton in May 2017 and the recent transfer of transportation services to the City of South Fulton, the City of South Fulton has requested to receive the 16.60% portion of TSPLOST funds designated for the transportation projects located within unincorporated Fulton County which are now located within the City of South Fulton. Fulton County receives the tax proceeds from DOR on the 28th of each month and will transfer the funds to the City of South Fulton within 15 days, until such time that the IGA with the qualified municipalities is amended or by December 31, 2019, whichever occurs first. The City of South Fulton will manage its own

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

transportation projects and use the TSPLOST proceeds for this purpose.

The attached Memorandum of Understanding (MOU) outlines the process that will be followed by Fulton County in dispersing the funds received by the DOR to the City of South Fulton within fifteen (15) days of their receipt from the DOR, until the IGA between the County and the qualified municipalities can be amended to include the newly formed City of South Fulton as a party. The City of South Fulton agrees that the funds will be used towards the construction of the transportation projects identified in the TSPLOST program. A list of the projects is attached to the MOU, which is part of the Agenda package. With approval of the MOU, the County will also assign to the City of South Fulton, at a later date, the contracts currently used by the County to manage the TSPLOST transportation projects located within the City of South Fulton. Pursuant to O.C.G.A. § 48-8-265, the tax proceeds transferred to the City of South Fulton must be used toward the transportation projects located within its boundaries.

Community Impact:

No community impact is expected since the City of South Fulton is required to utilize these funds for the projects identified in the TSPLOST program under the MOU and the TSPLOST statute, O.C.G.A. § 48-8-265.

Department Recommendation:

The Department of Public Works recommends approval and execution of the MOU.

Project Implications:

This MOU will allow the City of South Fulton to manage and pay for the TSPLOST projects without Fulton County's oversight. This is the same arrangement that all other municipalities has with Fulton County in how they manage their TSPLOST programs.

Community Issues/Concerns:

None are known by Public Works.

Department Issues/Concerns:

Public Works has no concerns with the MOU.

History of BOC Agenda Item:

N/A

Contract & Compliance Information

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source

None.

Exhibits Attached

1. Resolution
2. Memorandum of Understanding

Source of Additional Information *(Type Name, Title, Agency and Phone)*

David Clark, Director of Public Works, 404.612.2804

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: .	Contact Phone: .

Description:.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount: .		Amount: .	%. .
Previous Adjustments: .		Amount: .	%. .
This Request: .		Amount: .	%. .
TOTAL: .		Amount: .	%. .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Clark, David	Date: 11/28/2018
X	County Attorney:	Stewart, Derval	Date: 11/28/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/29/2018

1 **A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF**
2 **UNDERSTANDING BETWEEN FULTON COUNTY, GEORGIA AND THE CITY**
3 **OF SOUTH FULTON, GEORGIA FOR THE RECEIPT AND TRANSFER OF**
4 **TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX**
5 **(“TSPLOST”) PROCEEDS DESIGNATED FOR TRANSPORTATION**
6 **PROJECTS LOCATED WITHIN THE CITY OF SOUTH FULTON; AND FOR**
7 **OTHER PURPOSES.**

8 **WHEREAS**, effective April 26, 2016, the Georgia General Assembly
9 enacted Senate Bill 369, which amended O.C.G.A. § 48-8-260 et seq., to
10 authorize a referendum on the issue of the imposition of a transportation special
11 purpose local option sales district transportation tax (“TSPLOST”) of up to 1% for
12 use only for transportation purposes; and

13 **WHEREAS**, on July 20, 2016, for the purpose of calling the referendum
14 and to control the distribution of TSPLOST proceeds upon its passage, Fulton
15 County and the qualified municipalities, located outside of the City of Atlanta,
16 entered into an intergovernmental agreement (“IGA”) pursuant to Article 9,
17 Section 3, Paragraph I of the Georgia Constitution and O.C.G.A. § 48-8-262
18 memorializing their agreement to levy the tax and the rate of the tax; and

19 **WHEREAS**, pursuant to O.C.G.A. §48-8-260 and O.C.G.A. § 48-8-110(4),
20 a qualified municipality is defined as a city which is located wholly or partly within
21 a special district and which provides at least three (3) enumerated services, such
22 as law enforcement, fire protection, and waste-water treatment, among others;
23 and

24 **WHEREAS**, in compliance with O.C.G.A. § 48-8-262, the IGA contains the
25 list of transportation projects to be funded by the tax and the cost of each such
26 project and the procedures for distributing the tax proceeds to the qualifying
27 municipalities for use toward the designated projects, including, but not limited to,
28 the transportation projects located within unincorporated Fulton County; and

29 **WHEREAS**, pursuant to O.C.G.A. § 48-8-265, the tax proceeds must be
30 exclusively administered and collected by the Commissioner of the Department

18-0921

1 of Revenue (“DOR”) for the use and benefit of a county and qualified
2 municipalities within the special district imposing the tax; and

3 **WHEREAS**, under the IGA, Fulton County and the qualified municipalities
4 agreed that 16.60% of the tax proceeds is designated for the transportation
5 projects located within unincorporated Fulton County; and

6 **WHEREAS**, on July 20, 2016, the City of South Fulton had not yet been
7 formed and, as such, it was not a qualified municipality to be included as a
8 signatory to the IGA, with the result being that under the terms of the IGA the
9 Department of Revenue is obligated to collect and distribute the 16.60% tax
10 proceeds for the transportation projects located in unincorporated Fulton County
11 solely to Fulton County; and

12 **WHEREAS**, the City of South Fulton was created by the 2016 Georgia
13 General Assembly pursuant to House Bill 514 (“City Charter”); and

14 **WHEREAS**, with the formation of the City of South Fulton, the
15 transportation projects located in unincorporated Fulton County and funded by
16 the 16.60% of TSPLOST proceeds are now located within the boundaries of the
17 City of South Fulton; and

18 **WHEREAS**, under the IGA and O.C.G.A. § 48-8-267, the Georgia
19 Department of Revenue is authorized to distribute to Fulton County 16.60% of
20 the TSPLOST proceeds collected from April 1, 2017 through March 31, 2022 for
21 the planning and performance of the transportation projects now located with the
22 City of South Fulton (“City Projects”); and

23 **WHEREAS**, Section 7.16 of the Charter of the City of South Fulton
24 authorizes Fulton County to provide government services and functions within
25 the territorial limits of the City of South Fulton during the transition period, ending
26 on November 30, 2018; and

1 **WHEREAS**, the Georgia Constitution, Article IX, § 2, prohibits cities and
2 counties from exercising governmental authority within each other's boundaries
3 except by intergovernmental agreement, and except where otherwise provided
4 by law; and

5 **WHEREAS**, the City of South Fulton and Fulton County transitioned all of
6 the City of South Fulton's transportation services, including management of City
7 Projects on or about November 19, 2018; and

8 **WHEREAS**, O.C.G.A. § 48-8-262 and the IGA are silent as to the
9 procedure for the distribution of TSPLOST proceeds to a newly created
10 municipality during the term the TSPLOST tax is being collected and distributed;
11 and

12 **WHEREAS**, neither the IGA nor the TSPLOST statute places a limitation
13 on the County and qualified municipalities as to further distribution after their
14 receipt of the tax proceeds from the DOR, so long as the tax proceeds are used
15 toward the designated transportation projects; and

16 **WHEREAS**, until such time as the parties effectuate an amendment to
17 the IGA between Fulton County and all qualifying municipalities to include the
18 City of South Fulton as a newly formed qualifying municipality, the City of South
19 Fulton desires to have Fulton County transfer to the City of South Fulton those
20 portions of the TSPLOST proceeds provided to it periodically by the DOR and
21 designated for the City Projects for the City's use in the completion of the City
22 Projects; and

23 **WHEREAS**, Fulton County and the City of South Fulton desire to enter
24 into this Memorandum of Understanding for Fulton County's transfer and the City
25 of South Fulton's receipt of TSPLOST proceeds designated for the City Projects
26 under the IGA and for the City of South Fulton to use such proceeds solely for
27 the City Projects; and

1 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
2 Commissioners hereby authorizes the Chairman to execute the Memorandum of
3 Understanding between Fulton County, Georgia and the City of South Fulton, in
4 substantially the form attached hereto as Exhibit “A,” and incorporated herein by
5 reference, for the receipt and transfer of TSPLOST proceeds designated for the
6 transportation projects located within the City of South Fulton pursuant to the
7 IGA.

8 **BE IT FURTHER RESOLVED**, that the County Attorney shall approve the
9 Memorandum of Understanding as to form prior to execution by the Chairman.

10 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
11 upon its adoption, and any Resolutions or parts of Resolutions in conflict with this
12 Resolution are hereby repealed to the extent of the conflict.

13 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton
14 County, Georgia, this _____ day of _____ 2018.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

Robert L. Pitts, Chairman

ATTEST:

Dr. Jesse A. Harris, Clerk to the
Commission

APPROVED AS TO FORM:

Jerolyn Webb Ferrari,
Interim County Attorney

P:\CAProjects\BOC\Municipalization\City of South Fulton\12.5.18 Resolution Approving MOU between Fulton County and City of South Fulton.TSPLOST proceeds transfers.doc

**MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY AND THE
CITY OF SOUTH FULTON FOR THE RECEIPT AND TRANSFER OF TSPLOST
FUNDS DESIGNATED FOR THE CITY OF SOUTH FULTON**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, “MOU”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), and Fulton County, Georgia, a political subdivision of the State of Georgia (referred to herein as the “County”) (both parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the County entered into an intergovernmental agreement on July 20, 2016 with certain qualified cities located outside the city limits of the City of Atlanta and located wholly or partially within Fulton County, Georgia, for the use and distribution of proceeds generated by a 2016 transportation special purpose local option sales tax (“TSPLOST”) referendum (hereinafter, the “IGA”), which is attached hereto as Exhibit “1” and incorporated herein by reference; and

WHEREAS, the IGA provided for a certain percentage (16.60%) of TSPLOST funds to be designated for certain transportation projects within the City for the benefit of City residents (hereinafter, “City Projects”), with a list of the projects attached hereto as Exhibit “2,” and incorporated herein by reference;” and

WHEREAS, the City was created by the 2016 Georgia General Assembly pursuant to House Bill 514 (“City Charter”); and

WHEREAS, the City Charter provides the City with a twenty-four (24) month transition period to assume and exercise its powers as a municipality; and

WHEREAS, the City Charter authorizes the County to provide government services and functions within the City during the transition period; and

WHEREAS, the Georgia Constitution, Article IX, § 2, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement, except as otherwise provided by law; and

WHEREAS, the County has provided transportations services, including management of the TSPLOST projects identified in the IGA, on the City's behalf, pursuant to an intergovernmental agreement entered into between the City and County effective as of the first day of May, 2017; and

WHEREAS, under the IGA, the Georgia Department of Revenue is to distribute to the County 16.60% of the TSPLOST proceeds collected from April 1, 2017 through March 31, 2022 for the planning and performance of the transportation projects located within unincorporated Fulton County for the area that is now within the municipal boundaries of the City, as such City Projects are identified in the IGA and Exhibit "2 hereto;" and

WHEREAS, the City and County transitioned all City transportations services, including management of City Projects identified in the IGA to the management and control of the City on or about November 19, 2018; and

WHEREAS, until such time that the City and County commence and effectuate an amendment to the IGA between the County and all qualifying municipalities to include the City as a party, the City desires for the County to transfer to the City those portions of TSPLOST proceeds designated for the City Projects for the City's use solely in furtherance of the completion of the City Projects; and

WHEREAS, the County and City desire to enter into this MOU for the County's transfer and the City's receipt of TSPLOST proceeds designated for the City Projects under the IGA; and

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of the IGA, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County do hereby agree as follows:

- 1. Scope.** This MOU shall govern the County's transfer and the City's receipt of TSPLOST tax proceeds designated for the formerly unincorporated areas of Fulton County under the IGA, which make up the City, including the City's receipt by the County of the 16.60% of net proceeds distributed by the Department of Revenue of the State of Georgia to the County for transportation projects within the City limits payable from the amount collected from the TSPLOST tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022.

- 2. Effective Date.** This MOU shall become effective upon its execution by the County and City and continue up and through December 31, 2019, subject to the termination provisions of this MOU.
- 3. Termination.** Either party may terminate this MOU upon thirty (30) days written notice to the other party.
- 4. Obligations Specific to the County:**

 - a. The County shall employ its best efforts to transfer to the City within fifteen days of the County's receipt of such funds, by wire or other electronic means, all TSPLOST tax proceeds designated for the formerly unincorporated areas of Fulton County under the IGA which now make-up the City for use of such tax proceeds by the City solely on the City Projects. The County shall transfer all TSPLOST tax proceeds designated for the areas within the City currently in the County's possession, within 15 days of the effective date of this MOU or within a reasonable time thereafter, less any amount determined solely by the County for outstanding invoices for work performed on the City Projects but not yet in possession of the County or not yet processed by the County at the effective date of the MOU. The amounts payable by the County to the City under the MOU shall include any net proceeds designated for the use within the City limits over and above the amount estimated under the IGA, so long as such inclusion is in conformity with the IGA.
 - b. The County shall notify the City of the time and location of all Oversight Council meetings under the IGA at least fifteen (15) days in advance of such meetings, whenever possible. Where Oversight Council meetings are scheduled with less than fifteen (15) days' notice, the County shall provide the City with notice of the meetings as soon as practicable, but no less than forty-eight (48) hours before the meeting.
 - c. Upon request by the City, the County shall promptly provide the City with all documents concerning the TSPLOST IGA, including documents concerning the City Projects, to include intergovernmental correspondence and TSPLOST funds received by the County.
 - d. This MOU shall in no manner obligate the County to transfer County oversight tax proceeds or other County entitled proceeds under the IGA.

5. Obligations specific to the City.

- a. The City shall use all tax proceeds received by the City from the County solely for the City Projects as set forth in the IGA, O.C.G.A. § 48-8-260(4) and O.C.G.A §48-8-121.
- b. The City shall abide by all rules governing the use and receipt of tax proceeds under the IGA and applicable TSPLOST law, including any auditing and reporting requirements.
- c. Upon request by the County, the City shall promptly provide the County with all documents concerning the TSPLOST IGA, including documents concerning the City Projects, intergovernmental correspondence and TSPLOST funds received by the County.
- d. The City shall promptly cooperate and assist in all respects with the County in coordinating and effectuating an amendment to the IGA for the purpose of including the City as a party to the IGA, if possible.
- e. The City shall promptly accept the assignment and assumption from the County of any contract for work or services performed on a City Project upon presentation from the County, the failure of which may result in the County's immediately terminating its contractual relationship with the service provider.
- f. The City shall promptly assist the County at the City's sole cost, with any audit requirement and non-technical report or consolidated schedule of projects as set forth in the IGA.
- g. Upon the effective date of this MOU and until such time that the contract between the County and any person or entity performing a service or work on a City Project is assigned to, and assumed by the City, the City shall timely provide all necessary payments to the service provider and hereby agrees to release the County from any obligation to make such payments.

6. Miscellaneous.

- a. This MOU shall not be changed or modified except by agreement in writing executed by all Parties hereto.

- b. This MOU shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
- c. It is agreed that the illegality or invalidity of any term or clause of this MOU shall not affect the validity of the remainder of the MOU, and the MOU shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- d. The Parties to this MOU shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.
- e. No consent or waiver, express or implied, by any party to this MOU 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.
- f. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this MOU shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

To Fulton County:

Richard Dick Anderson, County Manager
141 Pryor Street
Atlanta, Georgia 30303

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

To City of South Fulton:

Odie Donald, City Manager
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

With a copy to:

Emilia C. Walker, City Attorney
8024 Fair Oaks Court
Jonesboro, Georgia 30236

- g. Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

h. This MOU shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton County and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

FULTON COUNTY, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Jesse Harris, Clerk to the
Commissioner

APPROVED AS TO FORM

By: _____
Patrise Perkins-Hooker,
County Attorney for Fulton County

CITY OF SOUTH FULTON, a political subdivision of the State of Georgia

By: _____
William "Bill" Edwards, Mayor
City of South Fulton

APPROVED AS TO FORM

By: _____
Emilia Walker,

City Attorney for City of South Fulton

P:\CAPROJECTS\BOC\MUNICIPALIZATION\CITY OF SOUTH FULTON\11.28.18.TSPLOST TRANSFER MOU.COUNTY DRAFT.CLEAN.DOCX

EXHIBIT "1"

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2016 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this 20th day of July, 2016 by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Fulton County" or "County"); the CITY of ALPHARETTA; the CITY OF CHATTAHOOCHEE HILLS; the CITY OF COLLEGE PARK, the CITY OF EAST POINT; the CITY OF FAIRBURN; the CITY OF HAPEVILLE; the CITY OF JOHNS CREEK; the CITY OF MILTON; the CITY OF MOUNTAIN PARK; the CITY OF PALMETTO; the CITY OF ROSWELL; the CITY OF SANDY SPRINGS; and the CITY OF UNION CITY (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as Cities) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2017 and to conclude on March 31, 2022; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2016 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2017 through March 31, 2022 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the thirteen Cities located wholly or partially within Fulton County and outside the city limits of the City of Atlanta have certified they are qualified

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2017 and continue to, through and including March 31, 2022.

2.

Pursuant to O.C.G.A. § 48-8-269.94, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2017 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. Any County oversight funds that remain from these proceeds after the final audit at the end of the tax shall be redistributed based on the percentages provided under this section. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on

the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.02%
City of Chattahoochee Hills	0.47%
City of College Park	2.29%
City of East Point	6.13%
City of Fairburn	2.42%
City of Hapeville	1.15%
City of Johns Creek	14.41%
City of Milton	6.49%
City of Mountain Park	0.10%
City of Palmetto	0.76%
City of Roswell	16.34%
City of Sandy Springs	18.22%
City of Union City	3.60%
Fulton County	16.60%
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Six Hundred Fifty-five Million and 00/100 Dollars (\$655,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to eighty-three and forty one-hundredths percent (83.40%) of the net proceeds distributed by the State, with the remaining sixteen and sixty one hundredths percent (16.60%) of the net proceeds distributed by the State to be received by the County.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full eighty-three and forty one-hundredths percent (83.40%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate 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. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2016 Referendum shall continue for a period of five years from April 1, 2017 until March 31, 2022, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.91(b).

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2017 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 8, 2016 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.993, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 8, 2016 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 14 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

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.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:
Mayor David Belle Isle
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

- b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

- c. If to the City of College Park:
Mayor Jack P. Longino
City of College Park
3667 Main St.
College Park, GA 30337

- d. If to the City of East Point:
Mayor Jannquell Peters
City of East Point
2777 East Point St.
East Point, GA 30344

- e. If to the City of Fairburn:
Mayor Mario Avery
City of Fairburn
56 Malone St.
Fairburn, GA 30213

- f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

- g. If to the City of Johns Creek:
Mayor Mike Bodker
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

- h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, GA 30004

- i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075

- j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268

- k. If to the City of Roswell:
Mayor Jere Wood
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

- l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
7840 Roswell Rd.
Sandy Springs. GA 30350

- m. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

- n. If to Fulton County:
Chairman, John H. Eaves
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on July 20, 2016. If the November 8, 2016 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 8, 2016.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2017 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.


APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:


County Attorney

By: 
John A. Eaves, Chairman
Board of Commissioners

ATTEST:


Clerk

ITEM # 16-0933 RCS 6/15/2016
RECESS MEETING

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:

C. J. Thomas
City Attorney

By: [Signature]
Mayor David Belle Isle


ATTEST:

Coty Myers
City Clerk

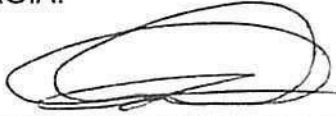


APPROVED AS TO FORM

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA:



City Attorney

By: 

Mayor Tom Reed

ATTEST:




City Clerk

APPROVED AS TO FORM




City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: 

Mayor Jack P. Longino


ATTEST:




City Clerk

APPROVED AS TO FORM

CITY OF EAST POINT, GEORGIA:

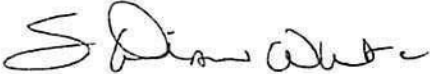


City Attorney

By: 

Mayor Janiquell Peters


ATTEST:



City Clerk

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

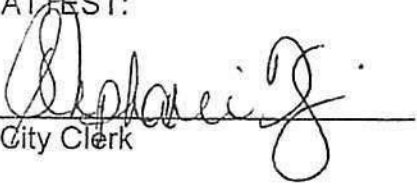


City Attorney

By: 

Mayor Mario Avery


ATTEST:



City Clerk

APPROVED AS TO FORM

CITY OF HAPEVILLE, GEORGIA:



City Attorney

By: 

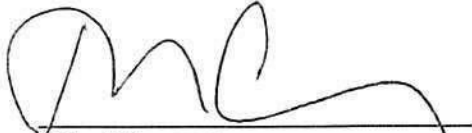
Mayor Alan Hallman

ATTEST:



City Clerk

APPROVED AS TO FORM

CITY OF JOHNS CREEK, GEORGIA:



City Attorney

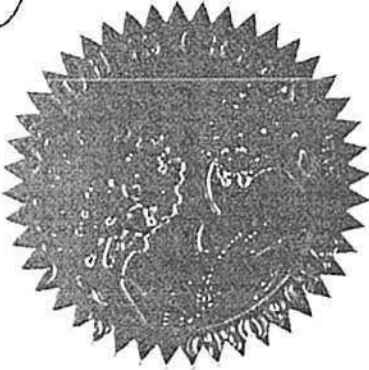
By: 

Mayor Mike Bodker

ATTEST:



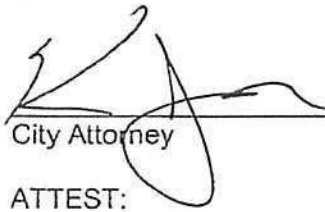
City Clerk



VER 07-06-16

APPROVED AS TO FORM

CITY OF MILTON, GEORGIA:



City Attorney

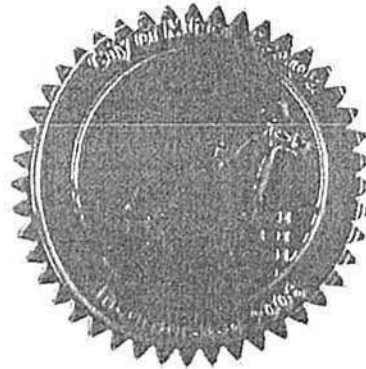
By: 

Mayor Joe Lockwood


ATTEST:



City Clerk



APPROVED AS TO FORM



City Attorney

ATTEST:



City Clerk

CITY OF MOUNTAIN PARK,
GEORGIA:

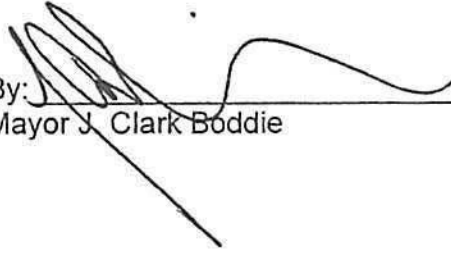
By: 

Mayor Jim Still

APPROVED AS TO FORM

CITY OF PALMETTO, GEORGIA:


City Attorney

By: 
Mayor J. Clark Boddie


ATTEST:

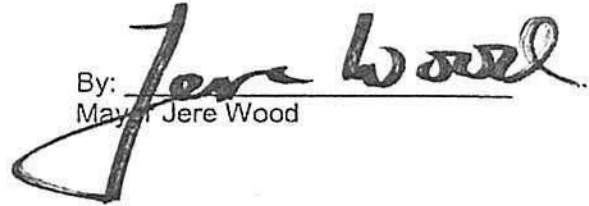

City Clerk

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APPROVED AS TO FORM

CITY OF ROSWELL, GEORGIA:


City Attorney

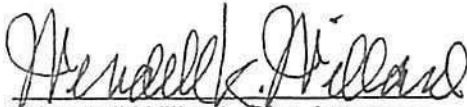
By: 
Mayor Jere Wood


ATTEST:


City Clerk

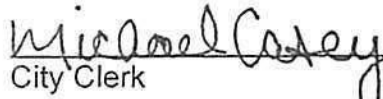
APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:


Wendell Willard, City Attorney

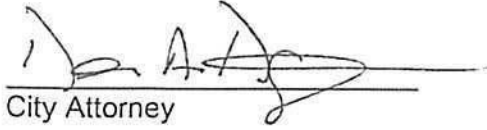
By: 
Mayor Rusty Paul

ATTEST:



City Clerk



APPROVED AS TO FORM


City Attorney

CITY OF UNION CITY, GEORGIA:

By: 
Mayor Vince Williams

ATTEST:

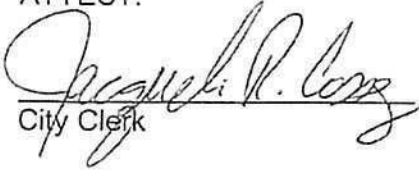

City Clerk

EXHIBIT A

Following are the lists of Projects and Purposes (“Transportation Projects and Purposes”) for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115.06% of forecast (rounded to a grand total of \$655 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2015 CENSUS)

Jurisdiction	2015 Total Population (Outside Atlanta)	2015 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast)	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	63,693	11.02%	\$53,303,663	\$62,710,191	\$72,153,836
CHATTAHOOCHEE HILLS	2,690	0.47%	\$2,251,218	\$2,648,492	\$3,047,334
COLLEGE PARK	13,264	2.29%	\$11,100,431	\$13,059,331	\$15,025,960
EAST POINT	35,467	6.13%	\$29,681,770	\$34,919,730	\$40,178,357
FAIRBURN	13,967	2.42%	\$11,688,761	\$13,751,484	\$15,822,345
HAPEVILLE	6,650	1.15%	\$5,565,280	\$6,547,388	\$7,533,371
JOHNS CREEK	83,335	14.41%	\$69,741,741	\$82,049,108	\$94,405,035
MILTON	37,547	6.49%	\$31,422,490	\$36,967,635	\$42,534,660
MOUNTAIN PARK	556	0.10%	\$465,308	\$547,421	\$629,858
PALMETTO	4,421	0.76%	\$3,699,865	\$4,352,782	\$5,008,276
ROSWELL	94,501	16.34%	\$79,086,390	\$93,042,812	\$107,054,302
SANDY SPRINGS	105,330	18.22%	\$88,149,009	\$103,704,716	\$119,321,802
UNION CITY	20,805	3.60%	\$17,411,375	\$20,483,971	\$23,568,690
FULTON (UNINCORPORATED)	95,968	16.60%	\$80,314,099	\$94,487,175	\$108,716,175
Totals	578,194	100.00%	\$483,881,400	\$569,272,235	\$655,000,000

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$32,647,634
Haynes Bridge Road Capacity Improvements	
Old Milton Parkway Capacity Improvements	
McGinnis Ferry Road Capacity Improvements	
Windward Parkway Business District/Union Hill Road Capacity Improvements	
Operations and Safety	\$20,656,029
Academy St/Webb Bridge Road Operational and Pedestrian/Bicycle Improvements	
Morris Road Operational Improvements	
Bethany Road at Mayfield Road Intersection	
Bethany Road at Mid Broadwell Road Intersection	
TIER 1 TOTAL PURPOSE COSTS	\$53,303,663
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$4,906,529
Kimball Bridge Road Operations and Ped/Bike Improvements	
Maintenance and Safety	\$1,500,000
Adaptive Traffic Signals/ITS	
Milling/Resurfacing	
Pedestrian / Bike Improvements	\$1,000,000
Sidewalks	
Debt Retirement	\$1,000,000
Debt Service	
Quick Response Projects	\$1,000,000
TIER 2 TOTAL PURPOSE COSTS	\$9,406,529
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Bridges	\$7,293,644
Academy St/Webb Bridge Road GA 400 Bridge Improvements	
Kimball Bridge Road / GA 400 Bridge Improvements	
Pedestrian / Bike Improvements	\$500,000
Commuter Bike Corridor	
Congestion Relief	\$1,650,000
GA 400 Bottlenecks	
TIER 3 TOTAL PURPOSE COSTS	\$9,443,644
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	\$72,153,836

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$2,082,377
Resurfacing	
Quick Response Projects	\$56,280
Project Management	\$112,561
TIER 1 TOTAL PURPOSE COSTS	\$2,251,218
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$369,464
Resurfacing	
Quick Response Projects	\$7,945
Project Management	\$19,865
TIER 2 TOTAL PURPOSE COSTS	\$397,274
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$369,464
Resurfacing	
Quick Response Projects	\$9,514
Project Management	\$19,864
TIER 3 TOTAL PURPOSE COSTS	\$398,842
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS	
1-3	\$3,047,334

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$716,447
Resurfacing	
Bridges	\$900,900
Herschel Road @ Camp Creek, South Fork	
Camp Creek Parkway Frontage Road @ Camp Creek, South Fork	
Operations and Safety	\$3,801,280
Old National Highway planning study (I-285 to Surrey Trail)	
Old National Highway signal timing maintenance	
Main Street at Virginia Avenue	
Main Street at Harvard Avenue	
Virginia Avenue at College Street	
Virginia Avenue at Adams Street	
Virginia Avenue at Madison Street	
Conley Street at Columbia Avenue	
Old National Highway at Godby Road	
Rhodes Street Ext. from Camp Creek Parkway to Yale Avenue	
Pedestrian / Bike Improvements	\$3,407,872
Old National Highway @ I-285 (intersection only)	
Virginia Avenue bike lanes (Main Street to Harrison Road)	
Lake Shore Drive/Janice Drive (Herschel to Sun Valley)	
Camp Truitt (Herschel Road to Airport Drive)	
College Street (Harvard Avenue to Oxford Avenue)	
Virginia Avenue (Lee Street to Atlanta Street)	
Landscape/Streetscape	\$1,005,000
Buffington Road at South Fulton Parkway (partial funding)	
Old National Highway at I-285 (partial funding)	
Quick Response Projects	\$819,231
Program Management	\$449,701
TIER 1 TOTAL PURPOSE COSTS	\$11,100,431

COLLEGE PARK TIER 2 PURPOSES/PROJECTS

Pedestrian/Bicycle	\$425,248
South Fulton Parkway (Buffington Road to Welcome All Road)	
Landscape/ Streetscape	\$502,500
Camp Creek Parkway at I-85 (partial funding)	
Operations and Safety	\$528,000
College Street at Harvard Avenue	
Washington Road (Camp Creek Parkway to Delowe Drive)	
Quick Response Projects	\$423,793
Program Management	\$79,359
TIER 2 TOTAL PURPOSE COSTS	\$1,958,900

COLLEGE PARK TIER 3 PURPOSES/PROJECTS

Quick Response Projects	\$1,887,271
Program Management	\$79,358
TIER 3 TOTAL PURPOSE COSTS	\$1,966,629
TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,025,960

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing	\$18,540,200
Pedestrian / Bike Improvements Ben Hill Road (Dodson Drive to Dobbs Way) Washington Road (I-285 to Delowe Drive) Headland Drive (City of Atlanta to Kimmeridge Drive) Delowe Drive (Washington Rd to SR 166) Master Trail System	\$7,915,262
Operations and Safety Washington Road at Camp Creek Parkway Intersection Improvements Ale Circle at Washington Road Intersection Improvements Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening	\$1,462,500
Project Management	\$890,453
Quick Response Projects	\$873,355
TIER 1 TOTAL PURPOSE COSTS	\$29,681,770
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements Resurfacing	\$4,408,500
Pedestrian / Bike Improvements Dobbs Way (Washington Road to Ben Hill Road) Redwine Road (City of Atlanta to North Commerce Drive)	\$428,000
Operations and Safety Ben Hill Road (Will Lee Road to Unincorporated Fulton County) Traffic Calming and Lane Widening	\$237,500
Project Management	\$163,960
TIER 2 TOTAL PURPOSE COSTS	\$5,237,960

EAST POINT TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements Resurfacing	\$3,375,976
Operations and Safety Janice Drive at Washington Road Intersection Improvements North Commerce Drive at Redwine Road Intersection Improvements North Desert Drive Extension at Ale Circle - Intersection Improvements	\$1,700,000
Project Management	\$182,651
TIER 3 TOTAL PURPOSE COSTS	<u>\$5,258,627</u>
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	<u>\$40,178,357</u>

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$7,737,167
Resurfacing (Phase 1)	
Pedestrian/Bike Improvements	\$136,891
Pedestrian/Bike Improvements (Phase 1)	
Roadway Projects	\$3,295,836
Howell Avenue Extension	
Rivertown Connector	
Park Road Extension	
Oakley Industrial Boulevard Full-Depth Reclamation	
Quick Response Projects	\$233,775
Project Management/Construction Management	\$285,092
TIER 1 TOTAL PURPOSE COSTS	\$11,688,762
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$552,987
Road Resurfacing (Phase 2)	
Operations and Safety	\$750,000
Quiet Zone Railroad Crossings	
Pedestrian/Bike Improvements	\$353,171
Pedestrian/Bike Improvements (Phase 2)	
Roadway Projects	\$315,000
Oakley Industrial Boulevard Extension (Design Only)	
Quick Response Projects	\$41,254
Project Management/Construction Management	\$50,310
TIER 2 TOTAL PURPOSE COSTS	\$2,062,722
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	\$450,000
Operation and Safety Improvements	\$541,902
Pedestrian/Bike Improvements	\$184,316
Pedestrian/Bike Improvements (Phase 3)	
Roadway Projects	\$802,717
Dodd Street Roundabout	
Quick Response Projects	\$41,417
Project Management	\$50,509
TIER 3 TOTAL PURPOSE COSTS	\$2,070,861
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,822,344

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Operations & Safety Improvements	\$1,600,000
Silent/Quiet Zone Railroad Crossings-	
South Street Crossing	
Perkins Street Crossing	
Dogwood Drive Crossing	
Virginia Avenue Crossing	
Sylvan Road Crossing	
Pedestrian Improvements	\$1,900,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	\$1,400,000
Paving & Drainage	
City Wide	
Engineering/ Management/Administration	\$665,280
TIER 1 TOTAL PURPOSE COSTS	\$5,565,280
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety	\$600,000
Paving & Drainage	
Resurfacing	
Operations and Safety Improvements (Traffic & Street Signage)	\$382,108
Citywide	
TIER 2 TOTAL PURPOSE COSTS	\$982,108
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian Improvements	\$500,000
Sidewalks, Curb/Gutter, Bike Lanes city wide	
Maintenance & Safety	\$485,983
Paving and Drainage	
TIER 3 TOTAL PURPOSE COSTS	\$985,983
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	\$7,533,371

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$50,286,471
Medlock Bridge Capacity Project from Chattahoochee River to McGinnis Ferry	
State Bridge Road Widening from Medlock Bridge to Chattahoochee River	
Jones Bridge Widening from Douglas Road to McGinnis Ferry	
Jones Bridge Widening from Waters Road to Buice Road and from Buice Road to State Bridge Road	
McGinnis Ferry Road Widening from Union Hill Road to Sargent Road	
Haynes Bridge Road Widening from Old Alabama Road to Mansell Road	
New Location Road in Tech Park	
Operations and Safety	\$19,455,270
Medlock Bridge at State Bridge Improvements	
Bell and Boles Road Operational and Safety Improvements from Medlock Bridge to McGinnis Ferry and from Abbots Bridge to Bell Barnwell Road at Holcomb Bridge Road Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$69,741,741
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Congestion Relief	\$10,085,115
Old Alabama Road Widening from Nesbit Ferry to Old Alabama Connector	
State Bridge Road Widening from Kimball Bridge to Medlock Bridge	
Bridges	\$2,222,252
Bridge Improvements	
TIER 2 TOTAL PURPOSE COSTS	\$12,307,367

JOHNS CREEK TIER 3 PURPOSES/PROJECTS

Maintenance and Safety	\$1,713,388
Resurfacing Program	
Medlock Bridge Transit Related Enhancements	
Bridges	\$362,214
Bridge Replacements	
Congestion Relief	\$3,426,775
Nesbit Ferry Corridor Improvements	
Findley Road Extension to Lakefield Drive	
Old Alabama Widening from Jones Bridge Road to Buice Road	
Operations and Safety	\$2,284,517
Barnwell Road Corridor Improvements	
Connected Vehicle Infrastructure	
Pedestrian and Bike	\$4,569,034
Sidewalk and Trail Enhancements	
Multimodal Transportation Alternatives	
TIER 3 TOTAL PURPOSE COSTS	\$12,355,927
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	\$94,405,035

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$9,540,000
Morris Road Widening	
Windward Parkway	
NE Crabapple Connector	
Operations and Safety	\$16,900,000
Hopewell Road at Bethany Bend/Way Intersection Improvements	
Freemanville Road at Birmingham Rd Intersection Improvements	
Charlotte Road at Mayfield Road Intersection Improvements	
Hopewell Road at Thompson Road/South Thompson Road Intersection Improvements	
Hopewell Road at Hamby Road Intersection Improvements	
SR 140/Arnold Mill Rd at Green Road Intersection Improvements	
Bridges	\$1,610,000
Birmingham Road Middle Bridge	
Pedestrian / Bike Improvements	\$3,372,490
Pedestrian Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$31,422,490
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$3,445,145
Bethany Road at Providence Road Intersection Improvements	
Freemanville Road at Redd Road Intersection Improvements	
Pedestrian / Bike Improvements	\$2,100,000
Pedestrian Improvements	
TIER 2 TOTAL PURPOSE COSTS	\$5,545,145
MILTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	\$3,000,000
Road Paving and Reconstruction	
Quick Response	\$775,160
Bridges	\$791,865
Bridge Repair and Replacement	
Pedestrian / Bike Improvements	\$1,000,000
Pedestrian Improvements	
TIER 3 TOTAL PURPOSE COSTS	\$5,567,025
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$42,534,660

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$280,000
Roadway Stormwater Improvements	
Quick Response	\$185,308
TIER 1 TOTAL PURPOSE COSTS	<u>\$465,308</u>
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
Quick Response	\$82,113
TIER 2 TOTAL PURPOSE COSTS	<u>\$82,113</u>
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
Quick Response	\$82,437
TIER 3 TOTAL PURPOSE COSTS	<u>\$82,437</u>
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	<u>\$629,858</u>

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$2,770,344
Resurfacing	
Operations and Safety	\$102,671
Phipps Road/Fayetteville Road	
Pedestrian / Bike Improvements	\$401,850
Church Street	
Phipps Road	
Quick Response Projects	\$425,000
TIER 1 TOTAL PURPOSE COSTS	\$3,699,865
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$488,884
Resurfacing	
Operations and Safety	\$18,118
Pedestrian / Bike Improvements	\$70,915
Quick Response Projects	\$75,000
TIER 2 TOTAL PURPOSE COSTS	\$652,917
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$488,884
Resurfacing	
Operations and Safety	\$18,118
Pedestrian / Bike Improvements	\$70,915
Quick Response Projects	\$77,577
TIER 3 TOTAL PURPOSE COSTS	\$655,494
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	\$5,008,276

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$69,000,000
Big Creek Parkway Phase 1 and 2	
Holcomb Bridge Interchange	
Historic Gateway Enhancements	
Rucker Road Reconstruction	
Operations and Safety	\$7,000,000
Oxbo/SR 9 Intersection	
Bridges	\$3,086,390
Old Holcomb Bridge Road Bridge Replacement	
TIER 1 TOTAL PURPOSE COSTS	\$79,086,390
ROSWELL TIER 2 PURPOSES/PROJECTS	
Pedestrian / Bike Improvements	\$7,000,000
Sidewalk Repair and Complete Streets Program	
Maintenance and Safety	\$6,956,422
Safety Improvements and Maintenance	
TIER 2 TOTAL PURPOSE COSTS	\$13,956,422
ROSWELL TIER 3 PURPOSES/PROJECTS	
Quick Response	\$6,000,000
Congestion Relief	\$8,011,490
Northbound Early Off Ramp	
TIER 3 TOTAL PURPOSE COSTS	\$14,011,490
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	\$107,054,302

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	\$18,000,000
Traffic Efficiency improvements	
Pedestrian and Bike Improvements	\$28,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
Congestion Relief	\$41,649,009
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Hammond Drive, Phase 1 Efficiency Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$88,149,009
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$12,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
SR 400 Trail System	
Roberts Drive Multiuse Path	
Congestion Relief	\$350,991
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Maintenance and Safety Enhancements	\$2,704,716
Roadway Maintenance and Paving	
TIER 2 TOTAL PURPOSE COSTS	\$15,555,707
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$15,617,086
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	\$15,617,086
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	\$119,321,802

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$5,000,000
I-85/SR 138 Interchange	
Maintenance and Safety Enhancements	\$9,511,323
Resurfacing	
Operations and Safety	\$1,846,435
Flat Shoals Road (Westbrook St to Oakley Rd)	
Lancaster Lane (Shannon Pkwy to Shannon Way)	
Londonderry Way (SR 138 to Mall Blvd)	
Goodson Road (City Limits to Jonesboro Rd)	
Pedestrian/Bike Improvements	\$728,500
Christian City Multi-Use Trail	
Lower Dixie Lake Rd Sidewalks	
Quick Response Projects	\$235,687
Project Management	\$89,430
TIER 1 TOTAL PURPOSE COSTS	\$17,411,375
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$300,000.00
Resurfacing	
Operations and Safety	\$2,406,909
Jonesboro Road (SR 14 to Buffington Rd)	
Highpoint Road (SR 14 to Dodson Rd)	
Oakley Road (SR 138 South to City Limits)	
Gresham St at Jonesboro Rd Improvements	
Quick Response Projects	\$235,687
Project Management	\$130,000
TIER 2 TOTAL PURPOSE COSTS	\$3,072,596

UNION CITY TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	
Resurfacing	\$1,715,485
Bridges	
McClure @ Line Creek	\$176,000
Peters Rd over Broadnax Creek	
Highpoint Rd @ Deep Creek	
Buffington Rd over Shannon Creek	
Operations and Safety	
Buffington Road (SR 138 to Flat Shoals Rd)	\$670,350
Pedestrian/Bike Improvements	
Roosevelt Hwy (US29) (Lower Dixie Lake Road to Stonewall Tell Rd)	\$496,070
Quick Response Projects	
	\$26,814
TIER 3 TOTAL PURPOSE COSTS	<u>\$3,084,719</u>
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	<u>\$23,568,690</u>

Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$34,450,879
Resurfacing of Corridors	
Subdivision Toppings	
Subdivision Resurfacing	
Bridges	\$2,200,000
Butner Road at Camp Creek	
Enon Road at Camp Creek Tributary (Timber Bridge)	
Operations and Safety	\$32,158,400
Bethsaida Road at Creel Road	
Butner Road at Camp Creek Parkway	
Butner Road at Union Road	
Butner Road at Pittman Road	
Campbellton Road at Stonewall Tell Road	
Campbellton-Fairburn Road at Jones Road	
Cascade-Palmetto Highway at West Stubbs Road	
Demooney Road at West Stubbs Road	
Enon Road at Stonewall Tell Road	
Feldwood Road at Morning Creek Drive	
Feldwood Road at Bench Mark Drive	
Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps	
Fulton Industrial Boulevard at Cascade Road	
Old Fairburn Road at Union Road	
Rivertown Road at Cedar Grove Road	
Stonewall Tell Road at Union Road	
Stonewall Tell Road at Jones Road/Pittman Road	
Welcome All Road at Jailette Road	
Welcome All Road at Scarboro Road	
West Stubbs Road at Butner Road	
Signal Upgrades	
Pedestrian / Bike Improvements	\$4,250,000
Danforth Road (Rehoboth Circle to Cascade Road)	
Enon Road (Lynarbor Lane to Sanford J. Jones)	

Fulton County Airport Improvements	\$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	\$1,648,045
Project Management	\$4,417,275
	<hr/>
TIER 1 TOTAL PURPOSE COSTS	\$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$1,778,326
Resurfacing of Corridors	
Bridges	\$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	\$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	\$290,831
Project Management	\$779,519
	<hr/>
TIER 2 TOTAL PURPOSE COSTS	\$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	\$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	\$346,755
Project Management	\$779,519
	<hr/>
TIER 3 TOTAL PURPOSE COSTS	\$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR TIERS 1-3	\$108,716,175

EXHIBIT "2"

Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$34,450,879
Resurfacing of Corridors	
Subdivision Toppings	
Subdivision Resurfacing	
Bridges	\$2,200,000
Butner Road at Camp Creek	
Enon Road at Camp Creek Tributary (Timber Bridge)	
Operations and Safety	\$32,158,400
Bethsaida Road at Creel Road	
Butner Road at Camp Creek Parkway	
Butner Road at Union Road	
Butner Road at Pittman Road	
Campbellton Road at Stonewall Tell Road	
Campbellton-Fairburn Road at Jones Road	
Cascade-Palmetto Highway at West Stubbs Road	
Demooney Road at West Stubbs Road	
Enon Road at Stonewall Tell Road	
Feldwood Road at Morning Creek Drive	
Feldwood Road at Bench Mark Drive	
Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps	
Fulton Industrial Boulevard at Cascade Road	
Old Fairburn Road at Union Road	
Rivertown Road at Cedar Grove Road	
Stonewall Tell Road at Union Road	
Stonewall Tell Road at Jones Road/Pittman Road	
Welcome All Road at Jailette Road	
Welcome All Road at Scarboro Road	
West Stubbs Road at Butner Road	
Signal Upgrades	
Pedestrian / Bike Improvements	\$4,250,000
Danforth Road (Rehoboth Circle to Cascade Road)	
Enon Road (Lynarbor Lane to Sanford J. Jones)	

Fulton County Airport Improvements	\$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	\$1,648,045
Project Management	\$4,417,275
	<hr/>
TIER 1 TOTAL PURPOSE COSTS	\$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$1,778,326
Resurfacing of Corridors	
Bridges	\$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	\$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	\$290,831
Project Management	\$779,519
	<hr/>
TIER 2 TOTAL PURPOSE COSTS	\$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	\$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	\$346,755
Project Management	\$779,519
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TIER 3 TOTAL PURPOSE COSTS	\$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR	
TIERS 1-3	\$108,716,175