

AN ORDINANCE AND RESOLUTION FOR THE PURPOSE OF
AUTHORIZING A SPECIAL PURPOSE COUNTY SALES AND USE
TAX UNDER THE AUTHORITY OF CHAPTER 8 OF TITLE 48
OF THE OFFICIAL CODE OF GEORGIA ANNOTATED

WHEREAS, Chapter 8 of Title 48 of the Official Code of Georgia Annotated provides that the governing authority of Walker County may enact a Resolution calling for the imposition of a Special Purpose County Sales and Use Tax, the proceeds of which can be used for the construction of capital outlay projects to be located in Walker County, the City of Chickamauga, the City of LaFayette, the City of Lookout Mountain, the City of Rossville, and that portion of the City of Fort Oglethorpe located within the geographical boundaries of Walker County; and

WHEREAS, the County has selected capital outlay projects which will benefit the citizens of Walker County in general; and

WHEREAS, the Commissioner of Walker County has determined that it would be inappropriate to finance such capital outlay projects through increases in ad valorem taxes and increases in utility rates; and

WHEREAS, the Commissioner of Walker County wishes to impose the Special Purpose Sales and Use Tax authorized by Chapter 8 of Title 48 of the Official Code of Georgia Annotated and desires that the Judge of the Probate Court of Walker County, Georgia issue the call for an election for the purpose

of submitting the question of the imposition of said tax to the voters of Walker County, Georgia, for approval or rejection.

NOW, THEREFORE, BE IT RESOLVED:

I. Subject to referendum approval and other requirements of Chapter 8 of Title 48 of the Official Code of Georgia, a Special Purpose One Cent Sales and Use Tax shall be imposed for a period of five (5) years to raise not more than \$18,000,000.00 for the purpose of funding the following:

1. Capital outlay projects of Walker County for the use of or the benefit of the citizens of the entire County consisting of the following:

- (a) Construction of water capital outlay projects.
- (b) Construction of sewer capital outlay projects.
- (c) Construction of additional space at the Walker County Jail.
- (d) Renovation of the Walker County Courthouse.
- (e) Walker County Sanitary Landfill capital outlay project.
- (f) Construction of recreational facilities.
- (g) Construction of improvements to County administrative buildings.

2. Capital outlay projects with respect to which Walker County has, prior to the call of the election, entered into contracts or agreements, as authorized by Article IX, Section III, of the Georgia Constitution, with the following municipalities: Chickamauga, Fort Oglethorpe, LaFayette,

Lookout Mountain, and Rossville (said municipalities containing more than one-half of the aggregate population of all municipalities within Walker County), to-wit:

(a) Building and equipping fire stations in the unincorporated area of Walker County.

(b) Building fire stations within the following municipalities: Chickamauga and Rossville.

(c) Construction and expansion of recreational facilities within the city limits of the following municipalities: Chickamauga, LaFayette, Lookout Mountain and Rossville.

(d) Construction of water capital outlay projects in Chickamauga and LaFayette.

(e) Construction of sewer capital outlay projects within the city limits of Fort Oglethorpe (that portion located within Walker County), LaFayette, Lookout Mountain and Rossville.

(f) Construction of a civic center within the city limits of the City of Rossville.

(g) Renovation of an existing structure in the City of Chickamauga into a civic center.

II.

The Commissioner of Walker County, Georgia, desires to impose a Special Purpose One Cent Sales and Use Tax for a period of five (5) years to raise not more than \$18,000,000.00 for the purpose of funding the afor~~e~~described capital outlay

projects and wishes to submit to the voters of Walker County, Georgia, a question of whether or not the Special Purpose One Cent Sales and Use Tax authorized by Chapter 8 of Title 48 of the Official Code of Georgia shall be imposed.

III.

The Election Superintendent of Walker County, Georgia, shall receive a copy of this Resolution calling for the imposition of the Special Purpose One Cent Sales and Use Tax and such Election Superintendent shall issue the call for an election and shall set the election all as provided for in Section 48-8-111 of the Official Code of Georgia Annotated.

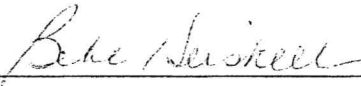
This Resolution shall be in full force and effect after its adoption by the Commissioner of Walker County, Georgia, at a meeting held at 10:00 o'clock a.m. on the 27th day of April, 1993, in accordance with Georgia Law.

SO RESOLVED by the Commissioner of Walker County, Georgia, this 27th day of April, 1993.



ROY E. PARRISH, JR., COMMISSIONER
OF WALKER COUNTY, GEORGIA

Attest:



Clerk

INTERGOVERNMENTAL CONTRACT

THIS AGREEMENT is made and entered into this 27th day of April, 1993, by and between WALKER COUNTY, GEORGIA (hereinafter referred to as the "County") and the CITIES OF CHICKAMAUGA, FORT OGLETHORPE, LAFAYETTE, LOOKOUT MOUNTAIN AND ROSSVILLE, each being an incorporated municipality within the State of Georgia and being located either partially or wholly within the geographical boundaries of Walker County (hereinafter collectively referred to as the "Municipalities").

W I T N E S S E T H:

WHEREAS, Chapter 8 of Title 48 of the Official Code of Georgia Annotated provides that the governing authority of a County may enact a Resolution calling for the imposition of a Special Purpose County Sales and Use Tax, the proceeds of which may be used for the construction of capital outlay projects located within or without, or both within and without, any incorporated areas in the County; and

WHEREAS, the County has selected capital outlay projects authorized by O.C.G.A. § 48-8-111, which will benefit the citizens of Walker County in general; and

WHEREAS, the County and the Municipalities desire to enter into an Agreement authorized by Article 9, Section 3 of the Constitution of the State of Georgia amongst themselves to complete the various projects within both the incorporated and unincorporated areas of the County; and

WHEREAS, the County desires to fund the various projects selected by the County through the implementation of a Special Purpose Local Option Sales and Use Tax as permitted by Georgia Law.

16

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

The County agrees to enact an Ordinance calling for a referendum on the imposition of a Special Purpose Local Option Sales and Use Tax pursuant to the provisions of O.C.G.A. §48-8-110, et. seq. If imposition of the tax is approved by the voters, a ONE CENT (\$.01) sales tax will be imposed for the purpose of funding the Projects described in Paragraph 3 of this Agreement.

2.

The term of this Agreement shall be for a period of twenty-five (25) years from the date of this Agreement.

3.

The following capital outlay projects and the cost thereof based upon projected collections of the Special Purpose County Sales and Use Tax revenues of \$18,000,000.00 shall be constructed pursuant to the terms of this Agreement (hereinafter collectively referred to as the "Projects"):

(a) Construction and expansion of recreational facilities in City of Chickamauga - \$30,000.00.

(b) Construction and expansion of recreational facilities in City of LaFayette - \$500,000.00.

(c) Construction and expansion of recreational facilities in City of Rossville - \$50,000.00.

(d) Construction and expansion of recreational facilities in the City of Lookout Mountain - \$50,000.00.

(e) Construction of a civic center in the City of Rossville - \$500,000.00.

(f) Renovation of an existing structure in the City of Chickamauga into a civic center - \$60,000.00.

(g) Building a fire station in the City of Chickamauga - \$50,000.00.

(h) Building a fire station in the City of Rossville - \$150,000.00.

(i) Construction of sewer/water capital outlay projects in the City of LaFayette - \$1,600,150.00.

(j) Construction of water outlay projects in the City of Chickamauga - \$538,150.00.

(k) Construction of sewer capital outlay projects in that portion of City of Fort Oglethorpe located in Walker County - \$69,300.00.

(l) Construction of sewer capital outlay projects in City of Lookout Mountain, Georgia - \$466,150.00.

(m) Construction of sewer capital outlay projects in the City of Rossville - \$436,250.00.

(n) Building and equipping fire stations in the unincorporated area of Walker County, Georgia - \$1,200,000.00.

4.

With regard to the ownership, operation and maintenance of the Projects, the parties agree as follows:

(a) The civic center to be constructed in the City of Rossville, Georgia, shall be owned, operated and maintained by the City of Rossville for the benefit of the citizens of the entire county.

(b) The civic center to be constructed in the City of Chickamauga shall be owned, operated and maintained by the City

of Chickamauga for the benefit of the citizens of the entire county.

(c) The recreational facilities to be constructed and expanded in the City of Chickamauga will be owned, operated and maintained by the City of Chickamauga for the benefit of the citizens of the entire county.

(d) The recreational facilities to be constructed and expanded in the City of LaFayette will be owned, operated and maintained by the City of LaFayette for the benefit of the citizens of the entire county.

(e) The recreational facilities to be constructed and expanded in the City of Lookout Mountain will be owned, operated and maintained by the City of Lookout Mountain for the benefit of the citizens of the entire county.

(f) The fire station to be constructed in the City of Chickamauga will be owned, operated and maintained by the City of Chickamauga for the benefit of the citizens of the entire county.

(g) The fire station to be constructed in the City of Rossville will be owned, operated and maintained by the City of Rossville for the benefit of the citizens of the entire county.

(h) Recreational facilities to be constructed and expanded in the City of Rossville will be owned, operated and maintained by the City of Rossville for the benefit of the citizens of the entire County.

(i) The sewer/water capital outlay projects to be constructed and expanded in the City of LaFayette will be owned, operated and maintained by the City of LaFayette for the benefit of the citizens of the entire County.

(j) The water outlay projects to be constructed and expanded in the City of Chickamauga will be owned, operated and

maintained by the City of Chickamauga for the benefit of the citizens of the entire County.

(k) The sewer capital outlay projects to be constructed and expanded in that portion of the City of Fort Oglethorpe located in Walker County will be owned, operated and maintained by the City of Fort Oglethorpe for the benefits of the citizens of the entire County.

(l) The sewer capital outlay projects to be constructed and expanded in the City of Lookout Mountain, Georgia, will be owned, operated and maintained by the City of Lookout Mountain for the benefit of the citizens of the entire County.

(m) The sewer capital outlay projects to be constructed and expanded in the City of Rossville will be owned, operated and maintained by the City of Rossville for the benefit of the citizens of the entire County.

(n) The fire stations and equipment located in the unincorporated areas of Walker County will be owned, operated and maintained by Walker County for the benefit of the citizens of the entire county.

5.

The parties agree that all of the capital outlay projects described in this Agreement shall be for the use of or benefit of the citizens of the entire county.

6.

The parties further acknowledge and agree that twenty-five (25%) percent of all Special Purpose Sales and Use Tax collected by Walker County will be allocated to the Projects described in Paragraph 3(a) through 3(l) herein. Twenty-five (25%) percent of the proceeds received by the County from the

imposition of the Special Purpose Sales and Use Tax and any interest income earned from said proceeds shall be allocated as follows:

(a) Projects owned, operated and maintained by the City of Chickamauga - 3.77%.

(b) Projects owned, operated and maintained by the City of Fort Oglethorpe - 0.39%.

(c) Projects owned, operated and maintained by the City of LaFayette - 11.67%.

(d) Projects owned, operated and maintained by the City of Lookout Mountain, Georgia - 2.87%.

(e) Projects owned, operated and maintained by the City of Rossville - 6.30%.

If the County fails to collect sufficient Special Purpose Sales and Use Tax revenues to complete such Projects, then neither the County nor the Municipality will be under any obligation to complete any of such Projects.

The parties further acknowledge and agree that seventy-five (75%) of all Special Purpose Sales and Use Tax revenues collected by Walker County will be allocated to capital outlay projects which will be owned, constructed, operated and maintained by Walker County, including the capital outlay project identified in Paragraph 3(m). The parties acknowledge and agree that if the County fails to collect sufficient Sales and Use Tax revenues to complete the capital outlay projects which will be owned, constructed, operated and maintained by Walker County, then the County will not be under any obligation to complete such projects. The County shall have the right to select which of the capital outlay projects it will own, operate and maintain shall be given priority and constructed first.

7.

Each Municipality shall have the right to select which of the Projects it will own, operate and maintain will be given priority and constructed first. Tax revenues received by the County will be allocated by the County to the various Projects on a pro-rata basis, and no Municipality shall be entitled to request or receive more than its pro-rata share of Special Purpose Sales and Use Tax revenues. Monies which are not necessary to complete a specific Project may be allocated by a Municipality to a different Project identified in Paragraph 3. If a finding is made by the County and the Municipality where a designated Project is to be constructed, that such designated Project is impracticable or the legality thereof is in doubt, an alternative project may be selected provided that:

(a) Said alternative project is described in Paragraph 3 of this Agreement; and

(b) Said alternative project complies with all the requirements of this Agreement and the requirements of O.C.G.A. 110, et. seq.; and

(c) Said alternative project benefits all the citizens of Walker County in general.

8.

The parties hereto shall promptly move forward with the acquisition, construction and installation of the Projects in an efficient and economical manner, at a reasonable cost, and in conformity with all applicable laws, ordinances, rules and regulations.

9.

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

(a) Each local government entity has the legal authority to enter into this Agreement under the laws of the State of Georgia.

(b) Each local government entity has validly adopted a Resolution authorizing the local government entity to enter into this Agreement.

(c) The City of Fort Oglethorpe, Georgia, specifically warrants that its projects will be constructed within that portion of the City of Fort Oglethorpe located in Walker County, Georgia.

10.

This contract is conditioned upon the approval of the implementation of the Special Purpose Local Option Sales Tax by the voters of Walker County, Georgia, in a referendum to be held in accordance with O.C.G.A. § 48-8-111 on June 15, 1993.

11.

Upon effective imposition of the Special Purpose Local Option Sales Tax, a special trust fund shall be created by the County and designated as the Special Purpose Local Option Sales Tax Fund (hereinafter referred to as the "Fund"). The County shall be responsible for selecting a local bank or banks which shall act as depository and custodian of the Fund upon such terms and conditions as may be acceptable to the County.

The monies received by the County through the imposition of the Special Purpose Local Option Sales Tax shall be immediately deposited in the Fund. No funds other than those

received from the Special Purpose Local Option Sales Tax shall be deposited in the Fund. The monies in the Fund shall be held and applied to the cost of reimbursing the County for administering the fund and the cost of acquiring, constructing and installing the Projects and of all permitted expenses incidental thereto, and the County agrees that it will not cause or permit to be withdrawn from the Fund any monies except in accordance with the terms and provisions of this Agreement.

The County shall be responsible for administering the Fund in a manner designed to effectuate the terms of this Agreement and shall be reimbursed for the actual costs incurred by the County in administering the Fund.

12.

The County shall keep a detailed accounting of the Fund. The County shall maintain an accurate accounting which shall show the amount that has been apportioned for each Project, taking into account all funds received less any withdrawals made for any Project. Statements showing the net amount available for withdrawal for each Project shall be sent to each Municipality on a quarterly basis.

13.

Withdrawals from the Fund may be made for the purpose of paying for the cost of acquiring, constructing and/or installing the Project or Projects and the expenses incidental thereto and without intending hereby to limit or restrict or to extend any proper definition of such costs and expenses as now provided by law. Said costs shall include:

(a) The cost of premiums on insurance and bonds, including performance and payment bonds, if any, in connection with the Projects until the completion date;

(b) The fees and expenses of architects and engineers for surveys and estimates, preparation of plans, specifications and recommendations and supervision of acquisition, construction and installment of the Projects, as well as for the performance of all other duties of such architects and engineers in relation to the Projects;

(c) The expenses of administration of such acquisition, construction and installation of the Projects, including legal fees and accounting fees;

(d) Any taxes or other governmental charges (if any) lawfully levied or assessed upon the Projects prior to the completion date;

(e) The cost of acquiring by purchase any lands, machinery and equipment, and any easements, rights, or damages incident to or arising as a consequence of the acquisition, construction and installation of the Projects.

(f) The costs for labor, amounts payable to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Projects;

(g) Such other fees, costs, expenses and other charges of whatever nature incidental and pertaining to the acquisition, construction and/or installation of the Projects.

14.

All withdrawals from the Fund shall be made by checks signed or countersigned by the Commissioner of Walker County, Georgia, but, before any such check shall be signed, there shall be filed with the County:

(a) A written requisition for such payment stating each amount to be paid and the name of the person, firm, corporation or entity to whom payment shall be made;

(b) A written statement designating the Project for which the monies will be used;

(c) Satisfactory proof must be submitted that the funds will be used only for a designated capital outlay Project.

15.

During the period of this Agreement all monies deposited in the Fund shall be audited by a Certified Public Accounting firm at such time or times as the official audit of the County records is made. Each of the parties hereto agree to cooperate with such Certified Public Accounting firm in any such audit by providing any and all necessary information. The cost of any such audit shall be paid from the Fund.

16.

Each of the following constitutes an "Event of Default" hereunder:

(a) Failure on the part of a Municipality to proceed with due diligence to acquire, construct or install a Project or Projects located within said Municipality; or

(b) Failure on the part of a Municipality to obtain necessary federal or state approvals or permits to complete a Project or Projects to be located within said Municipality; or

(c) Any voluntary action taken by any party hereto which will prevent or have the effect of preventing the party from performing its agreements hereunder; or

(d) The breach of any term or condition of this Agreement.

17.

In the event a party to this Agreement commits an Event of Default as described in Paragraph 16 hereinabove, then written notice of the default shall be forwarded to the defaulting party

by certified mail. If the stated event of default has not been remedied within thirty days after receipt of said notice, the right of the offending party to have monies in the Fund allocated to its designated Project or Projects shall terminate. If it is determined that a party has committed an event of default as defined hereinabove, such party shall be responsible for paying back all monies previously drawn from the Fund and shall be responsible for all costs and legal fees incurred by the non-breaching parties enforcing this Agreement. Any amount of the Fund withheld by the County or recovered by the County pursuant to this paragraph shall be applied pro-rata to the completion of other Projects designated by the County and the remaining Municipalities.

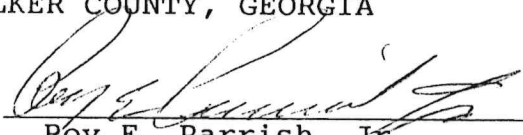
18.

If any provision of this Agreement or any provision of the law authorizing this Agreement or the holding of the election authorizing the imposition of the One Cent (\$.01) Special Purpose Sales and Use Tax shall be declared or held to be invalid, such invalid provision shall be severable from the remaining provisions of this Agreement and the remaining provisions shall remain in full force and effect.

19.

This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

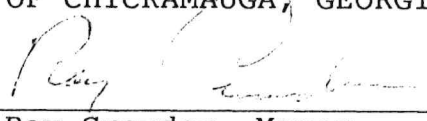
WALKER COUNTY, GEORGIA

By: 
Roy E. Parrish, Jr.,
Commissioner

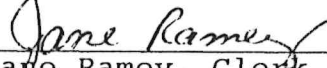
Attest:


Bebe Heiskell, Clerk

CITY OF CHICKAMAUGA, GEORGIA

By: 
Ray Crowder, Mayor

Attest:


Jane Ramey, Clerk

CITY OF FORT OGLETHORPE, GEORGIA

By: _____
John Norris, Mayor

Attest:

Harold Silcox, Clerk

19.

This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

WALKER COUNTY, GEORGIA

By: _____
Roy E. Parrish, Jr.,
Commissioner

Attest:

Bebe Heiskell, Clerk

CITY OF CHICKAMAUGA, GEORGIA

By: _____
Ray Crowder, Mayor

Attest:

Jane Ramey, Clerk

CITY OF FORT OGLETHORPE, GEORGIA

By: _____
John Norris, Mayor

Attest:

Harold Silcox, Clerk

CITY OF LAFAYETTE, GEORGIA

By: Neal Florence
Neal Florence, Mayor

Attest:

Glenna Thomas
Glenna Thomas, Clerk

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By: _____
Ian Hamilton, Mayor

Attest:

Donna West, Clerk

CITY OF ROSSVILLE, GEORGIA

By: _____
Charles Sherrill, Mayor

Attest:

Bobbie Alexander, Clerk

CITY OF LAFAYETTE, GEORGIA

By: _____
Neal Florence, Mayor

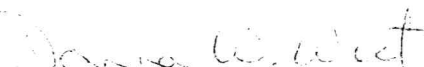
Attest:

Glenna Thomas, Clerk

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By: 
Ian Hamilton, Mayor

Attest:


Donna West, Clerk

CITY OF ROSSVILLE, GEORGIA

By: _____
Charles Sherrill, Mayor

Attest:

Bobbie Alexander, Clerk

CITY OF LAFAYETTE, GEORGIA

By: _____
Neal Florence, Mayor

Attest:

Glenna Thomas, Clerk

CITY OF LOOKOUT MOUNTAIN, GEORGIA

By: _____
Ian Hamilton, Mayor

Attest:

Donna West, Clerk

CITY OF ROSSVILLE, GEORGIA

By: Charles B. Sherrill
Charles Sherrill, Mayor

Attest:

Bobbie Alexander
Bobbie Alexander, Clerk