



**DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING
February 14, 2019**

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**Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701**

8:30 a.m.

AGENDA

1. Call meeting to order by Chairman Christopher Cohilas.

2. Consider for action the **Resolution** providing for the call of a **Special District Mass Transportation Sales Special Referendum** for March 19, 2019. County Attorney Spencer Lee will address. **See Handout.**
ACTION:

3. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.



BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

Jawahn E. Ware
County Clerk/Procurement Manager

Attention Viewers of www.dougherty.ga.us:

The following supplemental material pertains to the:

February 14, 2019 Special Called Meeting

Documents received after 8 a.m., February 13, 2019 are not included.

For questions or concerns pertaining to Commission related items, please call 229-431-2121.

Sincerely,

Jawahn E. Ware
County Clerk

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA AUTHORIZING THE IMPOSITION OF A ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY ARTICLE 5A OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED TITLED SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; AUTHORIZING THE ISSUANCE OF CERTAIN GENERAL OBLIGATION DEBT BY THE CITY OF ALBANY AND COUNTY OF DOUGHERTY SECURED BY THE PROCEEDS OF SUCH TAX; SPECIFYING THE MAXIMUM PRINCIPAL AMOUNT OF SUCH GENERAL OBLIGATION DEBT TO BE ISSUED; SPECIFYING THE PURPOSE FOR WHICH SUCH GENERAL OBLIGATION DEBT IS TO BE ISSUED; REQUESTING THE ALBANY-DOUGHERTY COUNTY BOARD OF REGISTRATION AND ELECTIONS TO CALL AN ELECTION OF THE VOTERS OF THE SPECIAL DISTRICT OF DOUGHERTY COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION ; AND FOR OTHER PURPOSES.

WHEREAS, Section 48-2-260 et seq. of the Official Code of Georgia Annotated, as amended, titled Special District Mass Transportation Sales and Use Tax (the "Act"), authorizes the imposition of a one percent sales and use tax for the purpose, inter alia, of financing certain capital outlay projects; and

WHEREAS, a meeting was held between the governing bodies of Dougherty County (the "County") and the City of Albany (the "City") on January 14, 2019, at least 30 days prior to the date of adoption of this resolution, to discuss the capital outlay projects that would be included in the proposed referendum; and

WHEREAS, the Board of Commissioners of Dougherty County (the "Board") provided written notice by mail at least 10 days in advance of such meeting to the chief elected official of the City, the only Qualified Municipality (as such term is defined in the Act) located within the County, notifying the City of the date, time, location and purpose of the meeting; and

WHEREAS, the County and the City have entered into a Special District Mass Transportation Sale and Use Intergovernmental Agreement (the "Agreement") attached hereto as Exhibit "A" dated January 14, 2019; and

WHEREAS, THE Board has determined that it is in the best interest of the citizens of the County that a one percent sales and use tax be imposed in the County to raise an estimated amount of approximately \$80,000,000.00 for the purposes of funding the following projects: (i) for the County capital outlay projects consisting of Roadway Improvements, Sidewalk Installation, Alley Paving/Improvements, Road Striping, Multi-Purpose Trails, Signage, Intersection Improvements and Road Projects & Traffic Calming (together, the "County Projects"); and (ii) for the City, capital outlay projects consisting of Roadway Improvements, Sidewalk Installation, Alley Paving, Multi-Purpose Trails, Airport Improvements, Unpaved Streets,

Railroad Crossing Improvements, Intersection Improvements, Roadway Widening, Traffic Calming Devices, Traffic Signals & Pedestrian Upgrades, Traffic Control Center Technology Upgrades and Downtown Sidewalk Improvements (the “City Projects” and together with the County Projects, the “Projects”), referred to in the Agreement; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City to issue general obligation debt in an amount not to exceed \$26,800,000.00 which will be secured by the City’s portion of the proceeds of such sales and use tax and will fund certain of the City projects; and

WHEREAS, proceeds of the City’s portion of the one percent sales and use tax will first be applied to pay debt service on the City’s debt prior to being used to pay other costs of the City projects; and

WHEREAS, the County has determined that it is in the best interest of the citizens of the County to issue general obligation debt in an amount not to exceed \$13,200,000.00 which will be secured by the counties portion of the proceeds of such sales and use tax and will fund certain of the County projects; and

WHEREAS, proceeds of the County’s portion of the one percent sales and use tax will first be applied to pay debt service on the County’s debt prior to being used to pay other costs of the City projects; and

WHEREAS, the City and County have determined that during each year in which any payment of principal or interest on their respective debts become due, both City and County will receive net proceeds from the sales and use tax proceeds authorized by this Resolution sufficient to fully satisfy their obligations to pay such principal and interest on a current basis.

NOW, THEREFORE, BE IT RESOLVED BY THE Board, and it is hereby resolved by authority of the same as follows:

SECTION 1. Authorization of Sales and Use Tax. In order to finance the Projects, there is hereby authorized to be levied and collected within the County a sales and use tax in the amount of one percent on all sales and uses in the County as provided in the Act. The proceeds of such tax will be used to finance the capital outlay projects referred to in the Agreement. The estimated amount of sales tax allocable to each of such Projects is projected in the Agreement.

Such sales and use tax is hereby authorized to be imposed for a period of 20 consecutive calendar quarters commencing on the 1st day of July, 2019.

Assuming that the imposition of such sales and use tax and the issuance of general obligation debt is approved by the voters of the County in the election hereinafter referred to, the City is hereby authorized to issue general obligation debt secured by its portion of the proceeds of such sales and use tax in the aggregate principal amount of not to exceed \$26,800,000.00.

Assuming that the imposition of such sales and use tax and the issuance of general obligation debt is approved by the voters of the County in the election hereinafter referred to, the County is hereby authorized to issue general obligation debt secured by its portion of the proceeds of such sales and use tax in the aggregate principal amount of not to exceed \$13,200,000.00.

The proceeds of any general obligation debt issued shall be deposited by the City and County in a separate account or accounts for the purpose of funding the Projects shown in the Agreement.

Sales and use tax proceeds received in any year pursuant to the imposition of such taxes shall first be used for paying debt service requirements on the general obligation debt for any such year before such proceeds are applied for the purposes authorized above. Proceeds of the sales and use tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the general obligation debt coming due in the current year shall be deposited in a separate fund to be maintained by the City and County and applied toward funding the Projects to the extent such Projects have not been funded with general obligation debt proceeds as provided in the Agreement.

Section 2. Call for Election. There is hereby called an election to be held in all the voting precincts in the County on the 19th day of March, 2019 for the purpose of submitting to the qualified voters of the County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following:

**SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX
(Provides for Local Transportation Projects)**

- () YES Shall a special one percent sales and use tax be imposed in the special district consisting of Dougherty County for a period of time not to exceed 20 calendar quarters and for the raising of not more than an estimated amount of \$80,000,000.00 for transportation purposes?
- () NO

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of the City in the principal amount of \$26,800,000.00 for the above purpose and general obligation debt of the County in the principal amount of \$13,200,000.00 for the above purpose.

Section 4. Manner of Election. The date of such election shall be and is hereby set for March 19, 2019 and the polls of each election precinct of the County shall be open at 7:00 a.m. and close at 7:00 p.m. The election shall be held by the Albany-Dougherty County Board of Registration and Elections (the "Board of Elections") and under and in accordance with the election laws of the State of Georgia. The returns of such election shall be made to the Board of

Commissioners of Dougherty County and the Board of Elections. The Board of Elections shall count the votes, consolidate the returns and declare the result of such election in the manner required by law.

Section 5. Property Tax Levy. Should the City debt be authorized by the requisite number of qualified voters, the City shall levy a tax upon all property subject to taxation for general obligation debt purposes within the City sufficient in amount to pay the principal of and interest on the debt at their respective maturities to the extent of any deficiency in the sales and use proceeds.

Should the County debt be authorized by the requisite number of qualified voters, the County shall levy a tax upon all property subject to taxation for general obligation debt purposes within the County sufficient in amount to pay the principal of and interest on the debt at their respective maturities to the extent of any deficiency in the sales and use proceeds.

Section 6. Notice to Board of Elections. The County Attorney of Dougherty County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections join in this call of the election.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

This 14th day of February, 2019.

DOUGHERTRY COUNTY, GEORGIA

BY: _____
Christopher Cohilas, Chairman
Board of Commissioners of
Dougherty County, Georgia

ATTEST:

BY: _____
Jawahn Ware, Clerk

STATE OF GEORGIA

COUNTY OF DOUGHERTY

**SPECIAL DISTRICT MASS TRANSPORTATION SALES AND USE TAX
INTERGOVERNMENTAL AGREEMENT**

THIS Intergovernmental Agreement (the "Agreement") is made and entered into effective the 14th day of January, 2019, by and between **Dougherty County, Georgia** (the "County"), and the **City of Albany, Georgia** (the "City"), both acting pursuant to lawful authority by their respective governing bodies do hereby agree as follows.

WITNESSETH

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended titled "Special District Mass Transportation Sales and Use Tax" (the "T-SPLOST Act") authorizes the imposition of a one percent (1%) Sales and Use Tax (the "Sales and Use Tax") for purposes, inter alia, of financing capital outlay projects as specified in O.C.G.A. Section 48-8-260(4)(A)(B)(C) and (D); and

WHEREAS, in accord with the requirements of O.C.G.A. Section 48-8-262(a)(2), the County and City met on the 14th day of January, 2019 to discuss the rate of tax and possible projects for inclusion in a TSPLOST referendum to be held on the 19th day of March, 2019; and

WHEREAS, the County and City wish to use the proceeds of the proposed Sales and Use Tax for the purposes described above.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, and in accord with O.C.G.A. Section 48-8-262(b)(1), the County and the City consent and agree as follows:

SECTION I. Representation of the Parties. The parties hereto make the following representations and warranties which are specifically relied upon by both parties as a basis for entering into this Agreement.

(a) The County agrees that it will take all actions necessary to call a referendum election to be held in all the voting precincts in the County on the 19th day of March, 2019, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Special District Mass Transportation Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district of Dougherty County, as authorized by the T-SPLOST Act for 20 calendar quarters (five years), commencing on the 1st day of July, 2019, for the purpose of funding both the County and the City projects specified in Appendix A attached hereto (hereinafter more fully referred to and hereby defined collectively as the "Projects").

The amount of money to be raised by the Sales and Use Tax is estimated to be eighty million dollars.

(b) The City is a municipal corporation as defined by law and judicial interpretation and a "Qualified municipality" as such term is defined in O.C.G.A. Section 48-8-260(3) and validly adopted an ordinance to authorize it to enter into this Agreement with the County at a public meeting of its governing board conducted in compliance with the Open Meetings Act, O.C.G.A. Section 50-14-1, et.seq. The undersigned City is the only incorporated City within the County.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State and validly adopted a resolution to authorize it to enter into this Agreement with the City at a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. Section 50-14-1, et seq.

(d) In executing this Agreement, it is the intention of the parties to comply in all respects with O.C.G.A. Section 48-8-260 et.seq., the T-Splost Act, and all provisions of this Intergovernmental Agreement shall be so construed.

SECTION II. Conditions Precedent. The obligations of the parties under this Agreement are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Dougherty County authorizing the imposition of the Special District Mass Transportation Sales and Use Tax and calling the referendum election hereinbefore referred to.

(b) The approval at the referendum election of the Special District Mass Transportation Sales and Use Tax by a majority of the voters in the County voting in the election for that purpose.

SECTION III. Apportionment of Proceeds. All funds received by the parties from the Georgia Department of Revenue from the imposition of the Special District Mass Transportation Sales and Use Tax shall be apportioned by the County and City according to the formula provided herein. The parties hereto understand and agree that the figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties.

(a) The County Projects and the City Projects to be funded with the proceeds from the Special District Mass Transportation Sales and Use Tax are specified in Appendix A attached hereto (the "County Projects" and the "City Projects" and collectively "the Projects").

(b) The parties agree that the distribution of the T-Splost collected proceeds shall be disbursed to the respective parties as follows: Sixty seven percent of the collected proceeds to the City and thirty three percent of the collected proceeds to the County.

(c) The parties hereto understand and agree that the Projects may be financed with net proceeds of City and County Debt. In that case, proceeds of the Special District Mass Transportation Sales and Use Tax will be used to pay debt service due on the City and County Debt prior to being used to pay the costs of the Projects not financed with net debt proceeds.

(d) The costs of the Projects listed in Appendix A are estimated amounts and the City and the County may adjust the allocation of its Special District Mass Transportation Sales and Use Tax Proceeds to their different Projects as needed.

(e) The parties also understand that the distribution amounts in Appendix A attached herein are based on the assumption that the Special District Mass Transportation Sales and Use Tax raises the estimated amount of eighty million dollars. In the event Special District Mass Transportation Sales and Use Tax proceeds exceed eighty million dollars, the distribution formula to the parties shall be the same as provided in Section III, Paragraph (b) above.

(f) With respect to the T-Splost proceeds collected by the Georgia Department of Revenue ("DOR"), the DOR shall distribute such proceeds directly to the County and to the City for deposit directly into their respective accounts established for such T-Splost proceeds according to the distribution formula provided for in Section III, Paragraphs (b) and (e) above.

SECTION IV. Term of the Agreement. The term of this Agreement shall expire at the later of July 1, 2029 or the date that the accounts of both parties holding Special District Mass Transportation Sales and Use Tax proceeds are fully depleted, but in no event shall this Agreement run for more than fifty years from the date hereof. If the voters of the County shall fail to approve the Special District Mass Transportation Sales and Use Tax in the called referendum, this Agreement shall be of no force and effect after the date of such failure to approve.

SECTION V. Mutual Covenants. Each party to this Agreement does hereby covenant and agree to the following:

(a) The parties hereto agree that they will maintain specific records for the Special District Mass Transportation Sales and Use Tax Proceeds each receives to verify that all such proceeds so received are expended for the purposes set forth in Appendix A attached hereto.

(b) The parties hereto agree that to the extent lawfully permitted, if Debt proceeds allocated to a particular project are not needed to complete such project, either the City or the County may reallocate such debt proceeds to any projects of the City or the County which are set forth in Appendix A attached hereto.

(c) Special District Mass Transportation Sales and Use Tax proceeds received by the County and the City shall be kept in a separate account from other funds of such County or City, shall not in any way be commingled with other funds of such County or City and shall be used exclusively for the specified purposes.

(d) Transportation purposes and projects shall be fully or partially funded in accordance with the schedule found in Appendix A, but the order and priority within which the parties shall undertake and complete their respective purposes and projects shall be solely determined by the respective parties as to their projects.

SECTION VI. Project Monitoring, Record-Keeping and Reporting. All parties to this Agreement shall promptly move forward with the acquisition, construction, equipping and priority installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction in the premises. The governing authority of the County and governing authority of the City shall comply with the requirements of O. C. G.A. Section 48-8-269.5(a)(2) which requires that certain information be included in the annual audit of such County or the City and O.C.G.A. Section 48-8-269.6 which requires the publication of annual reports concerning expenditures for the Projects.

SECTION VII. Arbitration. The parties hereto agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. Section 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of said Arbitration Code as to any controversy so submitted to arbitration.

SECTION VIII. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

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

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

- (a) Board of Commissioners of Dougherty County
222 Pine Avenue, STE 540
Post Office Box 1827
Albany, Georgia 31702
Attention: County Administrator

- (b) Mayor and Board of Commissioners of the City of Albany
401 Pine Avenue
Post Office Box 447
Albany, Georgia 31702-0447
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto have agreed as of this 22 day of January, 2019.

(SEAL)



ATTEST:
Janeh Ware
Clerk

DOUGHERTY COUNTY, GEORGIA

BY: *Christopher Cohilas*
Christopher Cohilas, Chairman
Board of Commissioner of Dougherty
County, Georgia

(SEAL)

CITY OF ALBANY, GEORGIA

BY: *Dorothy Hubbard*
Dorothy Hubbard, Mayor
Board of Commissioners of City
of Albany, Georgia

ATTEST:
Sonja Hubert
Clerk

**APPENDIX A
County Projects**

Roadway Improvements	\$10,000,000
Sidewalk Installation	\$1,400,000
Alley Paving/Improvements	\$3,500,000
Road Striping	\$1,000,000
Multi-Purpose Trails	\$7,000,000
Signage	\$500,000
Intersection Improvements, Road Projects, & Traffic Calming	\$3,000,000
Total	\$26,400,000

City Projects

Roadway Improvements	\$20,949,000
Sidewalk Installation	\$5,000,000
Alley Paving	\$5,000,000
Multi-Purpose Trails	\$4,200,000
Airport Improvements	\$3,500,000
Unpaved Streets	\$700,000
Railroad Crossing Improvements	\$265,000
Intersection Improvements	\$5,000,000
Roadway Widening	\$2,250,000

Traffic Calming Devices	\$500,000
Traffic Signals & Pedestrian Upgrades	\$4,686,000
Traffic Control Center Technology Upgrades	\$550,000
Downtown Sidewalk Improvements	\$1,000,000
Total	\$53,600,000