



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:

January 18, 2019 Special Called Meeting

Documents received after 5 p.m., January 17, 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
ENTITLED
A RESOLUTION PROVIDING FOR THE APPROVAL AND EXECUTION OF A SPECIAL DISTRICT
MASS TRANSPORTATION SALES AND USE TAX INTERGOVERNMENTAL CONTRACT BETWEEN
DOUGHERTY COUNTY, GEORGIA AND THE CITY OF ALBANY, GEORGIA; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER
PURPOSES.**

WHEREAS, O.C.G.A. § 48-8-260 et seq. (The "Act") authorized the imposition of a one percent (1%) Special District Mass Transportation Sales and Use Tax (the "Sales and Use Tax") for purposes, in ter alia, of financing transportation purposes and projects for the use and benefit of the citizens of Dougherty County and the City of Albany; and

WHEREAS, relative to the above-stated authorization, the Board of Commissioners of Dougherty County, Georgia is desirous of entering into a Special District Mass Transportation Sales and Use Tax Intergovernmental Contract with the City of Albany.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I The attached Special District Mass Transportation Sales and Use Tax Intergovernmental Contract between Dougherty County, Georgia and the City of Albany, Georgia is hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same as well as any other documents necessary to the full implementation of the Special District Mass Transportation Sales and Use Tax.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 18th day of January, 2019.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher Cohilas Chairman

ATTEST:

County 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 ____ day of
January, 2019.

(SEAL)

DOUGHERTY COUNTY, GEORGIA

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

ATTEST:

Clerk

(SEAL)

CITY OF ALBANY, GEORGIA

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

ATTEST:

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