AGENDA
CALLED SPECIAL CITY COUNCIL MEETING
TUESDAY, JULY 1, 2014
4:00 P.M.

CALL TO ORDER

ROLL CALL

INVOCATION & PLEDGE

APPROVAL OF THE AGENDA

NEW BUSINESS:

1. IGA and Resolution on SPLOST VI

EXECUTIVE SESSION: Land Acquisition

ADJOURNMENT

INTERGOVERNMENTAL AGREEMENT FOR SPLOST VI

THIS INTERGOVERNMENTAL AGREEMENT is hereby made and entered into effective the 26th day of June, 2014 between Dawson County, Georgia, a political subdivision of the State of Georgia (the "County"), and the City of Dawsonville, a municipal corporation of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment if such contract deal with activities, services or facilities that the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. §48-8-110 et seq., as amended (the "Sales and Use Tax Act") to levy and collect a one percent sales and use tax (the "Sales and Use Tax") for purpose of funding capital outlay projects (the "Projects"); and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an intergovernmental agreement as defined in the Sale and Use Tax Act pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City propose to enter into this Agreement relating to the Projects and the Sales and Use Tax for the proposed SPLOST VI.

NOW, THEREFORE, for and in consideration of the premises and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City do hereby agree as follows:

ARTICLE I

EFFECTIVE DATE

This Agreement shall become effective upon execution and shall continue in effect until the SPLOST VI Sales and Use Tax terminates in accord with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accord with this Agreement. If the SPLOST VI referendum is not approved by the voters, then this Agreement shall terminate.

ARTICLE II

RESPRESENTATIONS

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitutions and laws of the State of Georgia, the City is authorized to execute, deliver and perform the City's obligations pursuant to this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person or entity is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date of this Agreement.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate the City's charter, any ordinances or resolutions of the City or the laws or Constitution of the State of Georgia and do not constitute a breach of, or a default under, any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which the City is party or by which the City is bound.

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or the knowledge of the City is threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contests or questions the existence of the City or the titles of the present officers of the City to such offices or (ii) adversely affects the enforceability of this Agreement or materially adversely affects the transactions contemplated by this Agreement if an unfavorable decision, or ruling or finding is the result.

(e) The City is not in violation of the laws or Constitution of the State of Georgia and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which the City is a party or by which the City is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The City contains no less than 50% of the aggregate municipal population located within the County.

The County makes the following representation as the basis for the undertakings by the County herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia. Under the Constitutions and laws of the State of Georgia, the

County is authorized to execute, deliver and perform the County's obligations under to this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person or entity is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date of this Agreement.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State of Georgia and do not constitute a breach of, or a default under, any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which the County is party or by which the County is bound.

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or the knowledge of the County is threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contests or questions the existence of the City or the titles of the present officers of the County to such offices or (ii) adversely affects the enforceability of this Agreement or materially adversely affects the transactions contemplated by this Agreement if an unfavorable decision, or ruling or finding is the result.

(e) The County is not in violation of the laws or Constitution of the State of Georgia and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which the County is a party or by which the County is bound.

ARTICLE 3

PROJECT PROVISIONS

The City and the County agree as follows:

(a) The Projects shall consist of the "County Projects" and the "City Projects". The County Projects, the City Projects and the estimated costs thereof are as follows:

County Projects	Estimated Cost
Road, Streets, and Bridges -	$21,200,000.00
Public Works Facility -	$ 2,500,000.00
Recycling Facility -	$ 100,000.00
Fire Station/Community Center -	$ 1,750,000.00
Public Works Equipment -	$ 2,200,000.00
Recreational Facilities -	$ 4,067,000.00
Sheriff Vehicles and Equipment -	$ 3,883,000.00
Public Safety Vehicles and Equipment	
Ambulances -	$ 750,000.00
Fire Trucks and Equipment -	$ 1,750,000.00
Information Technology Equipment -	$ 350,000.00

City Projects	Estimated Cost
Road, Streets, Bridges And Sidewalks -	$ 1,250,000.00
Sewer and Water Projects -	$ 2,750,000.00
Park and Recreation Facilities -	$ 2,250,000.00
Farmers Market Facility -	$ 1,000,000.00
Public Works Facility and Public Works Equipment -	$ 400,000.00
City Hall Acquisition-	$ 2,000,000.00

The City hereby acknowledges, consents, and agrees that the total estimated cost of the City Projects to be funded from the proceeds of the Sales and Use Tax may exceed the estimated amount of net proceeds to be distributed to the City in accord with the terms of this Intergovernmental Agreement for SPLOST VI and that all City Projects set forth herein may only be partially funded from the Sales and Use Tax proceeds distributed to the City in accord with the terms hereof with any additional potential funding for the City Projects being provided in the discretion of the City as permitted by law.

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County estimates that the total SPLOST VI proceeds generated over the term of the tax if approved by the voters will be $46,000,000.00. The City estimates the total will exceed $46,000,000.00. The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. If any of the County Projects exceeds the estimated costs, then the County shall be responsible for paying any excess costs required by law or from the County's portion of the total SPLOST VI proceeds that exceed $39,100,000.00. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects. If any of the City Projects exceeds the estimated costs, then the City shall be responsible for paying any excess costs required by law or from the City's portion of the total SPLOST VI proceeds that exceed $6,900,000.00.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. The City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The City Projects designated as sewer and water projects shall be limited to improvements within the City's service delivery area for sewer and water services pursuant to the service delivery agreements between the City and the County and between the City and Etowah Water and Sewer Authority as such agreements may be amended.

ARTICLE 4

CALLING REFERENDUM; COLLECTION TERM

(a) The County agrees that the County shall take all actions necessary to call a referendum to be held in all the voting precincts in the County on the 4th day of November, 2014, or on such other date as the County and the City shall mutually agree for the purpose of submitting to the qualified voters of the County the question of whether the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects. The County shall pay all costs related to the referendum.

(b) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

ARTICLE 5

DIVISION AND DISTRIBUTION OF SALES AND USE TAX

(a) The County shall receive 85% of the Sales and Use Tax proceeds, and the City shall receive 15% of the Sales and Use Tax proceeds.

(b) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create two sub-accounts, which are as follows: the "County Account" and the "City Account". The County's Sales and Use Tax collections used to pay costs of the County Projects shall be deposited into the County Account. The City's Sales and Use Tax Proceeds shall be deposited into the City Account. The County shall remit Sales and Use Tax collections to the City once per month each month that the City is entitled to receive Sales and Use Tax Proceeds within ten (10) business days of receipt by the County.

ARTICLE 6

RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account. The City shall have a right to review and be provided copies of all such records upon request to the County.

(b) The County and the City shall keep a record of each and every Project for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit that shows for each such Project the original estimated cost, the current estimated cost if the current estimated cost is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditors shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion or the disclaimer of an opinion as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. If the City does not comply with the requirements of this paragraph, then the County shall not be held liable in any manner for such noncompliance. If the County does not comply with the requirements of this paragraph, then the City shall not be held liable in any manner for such noncompliance.

ARTICLE 7

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., as amended (the "Georgia Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Georgia Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Georgia Arbitration Code.

(b) If any phrase, clause, sentence or paragraph of this Intergovernmental Agreement for SPLOST VI be held invalid or unconstitutional, then such phrase, clause, sentence or paragraph shall not affect the remaining provisions of this Agreement, which provisions shall remain in full force and effect.

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

(d) This Agreement shall be construed and enforced in accord with the laws of the State of Georgia.

(e) This Agreement constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the SPLOST VI Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the SPLOST VI Sales and Use Tax proceeds.

IN WITNESS WHEREOF, the parties hereto, acting by and through duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year set forth herein.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: Mike Berg

Mike Berg, Chairman

ATTEST:

By: Danielle Yarbrough

Danielle Yarbrough, County Clerk

CITY OF DAWSONVILLE

By: _____
W. James Grogan, Mayor

ATTEST:

By: _____
Bonnie Warne, City Clerk

RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY CONTINUING A ONE PERCENT SALES AND USE TAX AUTHORIZED BY ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA; 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 PROJECTS AND FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THAT THE BOARD OF ELECTIONS CALL AN ELECTION OF THE VOTERS OF DAWSON COUNTY TO APPROVE THE CONTINUATION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF THE BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia (the "Act") authorizes the imposition of a one percent sales and use tax for the purpose of financing certain capital outlay projects that include the projects set forth herein; and

WHEREAS, the Board of Commissioners of Dawson County (the "Board of Commissioners") has determined that the best interest of the citizens of Dawson County (the "County") shall be served if such one percent sales and use tax (the "Sales and Use Tax") be continued within a special district consisting of the County to raise approximately $46,000,000.00 for the purpose of funding (a)(i) roads, streets, bridges, culverts, and sidewalks (the "County Road Projects"); (ii) the acquisition, construction, remodeling or equipping of (A) a public works facility, (B) a recycling facility, (C) a fire station/community center, (D) recreation facilities – field lighting, field repair, buildings and equipment, property for multi-use fields and recreational facilities, and a canoe put-in (the "Recreation Facilities") and (iii) the acquisition of (A) public works equipment, (B) sheriff vehicles and equipment, (C) public safety vehicles and equipment, and (D) information technology equipment for the benefit of the County (the "County Projects") and (b)(i) roads, streets, bridges, sidewalks, and streetscape redevelopment (the "City Road Projects") and (ii) the acquisition, construction, remodeling or equipping of (A) City Hall, (B) Park and recreation facilities (the "City Park and Recreation Facilities"), (C) City sewer and water projects, (D) a City public works facility, and (E) a City farmers market facility and (iii) the acquisition of public works equipment for the benefit of the City of Dawsonville (the "City") (the "City Projects"); and

WHEREAS, the County Projects and the City Projects are collectively referenced as the "Projects"; and

WHEREAS, the Board of Commissioners delivered or mailed written notice (the "Notice") to the Mayor of the City of Dawsonville, the only municipality located within the County, regarding the imposition of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of the meeting at which the Board of Commissioners and the Mayor and Council of the City of Dawsonville met and discussed the possible projects for inclusion in the referendum including municipally owned or operated projects;

WHEREAS, the Notice was delivered or mailed at least ten (10) days before the date of the meeting, and the meeting was held at least thirty (30) days before the issuance of the call for the referendum; and

WHEREAS, after such meeting, the County and the City entered into an intergovernmental agreement governing the use of the sales and use tax procedures.

NOW, THEREFORE, the Board of Commissioners hereby adopts this resolution as follows:

1. In order to fund the Projects, there is authorized to be levied and collected within the County as provided in the Act a Sales and Use Tax in the amount of one percent of all sales and uses in the County as provided in the Act. As required by § 48-8-111(a) of the Act:

   (a) The proceeds of such tax are to be used to fund (a)(i) the County Road Projects and (ii) the acquisition, construction, remodeling or equipping of (A) a Public Works facility; (B) a recycling facility; (C) a fire station/community center; (D) the Recreation Facilities; and (iii) the acquisition of (A) public works equipment, (B) sheriff vehicles and equipment, (C) public safety vehicles and equipment, and (D) information technology equipment for the benefit of the County ("County Projects") and (b)(i) the City Road Projects and (ii) the acquisition, construction, remodeling or equipping of (A) City Hall, (B) the City Park and Recreation Facilities and (C) the City sewer and water projects, (D) a City public works facility, and (E) a City farmers market facility, and (iii) the acquisition of public works equipment for the benefit of the City ("City Projects").

   (b)

   (1) The estimated cost of the County Projects are as follows:

County Projects	Estimated Cost
County Road Projects -	$21,200,000.00
Public Works Facility -	$ 2,500,000.00
Recycling Facility -	$ 100,000.00
Fire Station/Community Center -	$ 1,750,000.00
Public Works Equipment -	$ 2,200,000.00
Recreational Facilities -	$ 4,067,000.00
Sheriff Vehicles and Equipment -	$ 3,883,000.00
Public Safety Vehicles and Equipment	
Ambulances -	$ 750,000.00
Fire Trucks and Equipment -	$ 1,750,000.00
Information Technology Equipment -	$ 350,000.00

   (2) The estimated cost of the City Projects are as follows:

City Projects	Estimated Cost
City Roads, Streets, Bridges and Sidewalks	$ 1,250,000.00
City Hall Acquisition	$ 2,000,000.00
City Sewer and Water Projects	$ 2,750,000.00
City Park and Recreation Facilities	$ 2,250,000.00
City Farmers Market Facility	$ 1,000,000.00

City Public Works Facility and
Public Works Equipment $ 400,000.00

The total estimated cost of the City Projects to be funded from the proceeds of the Sales and Use Tax may exceed the estimated amount of net proceeds to be distributed to the City. All City Projects set forth herein may only be partially funded from the Sales and Use Tax proceeds distributed to the City in accord with the intergovernmental agreement for SPLOST VI with any additional potential funding for the City Projects being provided in the discretion of the City as permitted by law.

(c) The Sales and Use Tax is hereby authorized to be imposed for a period of six (6) years commencing upon the expiration of the Sales and Use Tax currently in effect.

(d) Any order of the projects does not indicate priority, and the County and/or the City may fund the projects in any order deemed appropriate if the referendum is approved.

(e) The sales tax collections may be less than or more than the estimated amount set forth herein. If sales tax collections are less than the estimated amounts, then the County and/or the City may reduce the cost of one or more projects or may abandon projects to the extent permitted by law. If the sales tax collections are more than the estimated amount, then the County and/or the City may apply the excess proceeds to any one or more of the approved projects if the actual cost of the project exceeds the estimated cost of the project to the extent permitted by law.

2. The Board of Elections and Registration of Dawson County (the "Board of Elections") is hereby requested to call an election (the "Election") to be held in all the voting precincts in the County on the 4th day of November, 2014 for the purpose of submitting to the qualified voters of the County the question set forth in the ballot referenced in Paragraph 3 of this Resolution.

3. The ballots to be used in the Election shall be substantially in form set forth in "Exhibit A" that is attached hereto and incorporated herein by reference.

4. The Board of Elections is hereby requested to hold the Election in accord with the elections laws of the State of Georgia including, without limitation, the election laws relating to special elections. The Board of Elections is hereby further requested to canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue.

5. The Board of Elections is hereby authorized and requested to publish a notice of the Election as required by law in the newspaper in which Sheriff's advertisements for the County are published once per week for four (4) weeks immediately preceding the date of the Election. The notice of the Election shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference.

6. The Clerk of the Board of Commissioners 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 call the Election.

7. The proper officers and agents of the County are authorized to take any and all further action that may be required in connection with the imposition of such Sales and Use Tax, and the acquisition, equipping and installation of the projects if approved through the referendum.

8. This Resolution shall take effect immediately upon adoption.

This ____ day of _____, 2014.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: _____
Mike Berg, Chairman

ATTEST:

By: _____
Danielle Yarbrough, County Clerk

VOTE: Yes _____

No _____

EXHIBIT A

NOTICE OF ELECTION

TO THE QUALIFIED VOTES OF DAWSON COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 4th day of November, 2014, an election will be held at the regular polling places in all the election districts of Dawson County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a sales and use tax of one percent shall be continued on all sales and uses in the County for a period of time of six (6) years commencing upon the expiration of the one percent sales and use tax currently in effect and for the raising of approximately $46,000,000.00 for the purpose of funding the capital outlay projects listed within the ballot set forth herein.

The ballot to be used in such election shall have written or printed thereon substantially as follows:

( ) Yes
( ) No

Shall a special one percent sales and use tax be continued in Dawson County for a period of time of six years for the raising of approximately $46,000,000.00 for the purpose of funding (a)(i) roads, streets, bridges, culverts, and sidewalks; (ii) the acquisition, construction, remodeling or equipping of (A) a public works facility, (B) a recycling facility, (C) a fire station/community center, (D) recreation facilities, and (iii) the acquisition of (A) public works equipment, (B) sheriff vehicles and equipment, (C) public safety vehicles and equipment, and (D) information technology equipment, all for the benefit of the County, and (b)(i) roads, streets, bridges, sidewalks, and streetscape redevelopment and (ii) the acquisition, construction, remodeling and equipping of (A) City Hall, (B) City park and recreation facilities, (C) City sewer and water projects, (D) a City public works facility, and (E) a City farmers market facility, and (iii) the acquisition of City public works equipment all for the benefit of the City of Dawsonville (the "City")?

The several places for holding such elections shall be at the regular and established voting precincts of the election districts of the County, and the polls will be open from 7:00 a.m. until 7:00 p.m. on the date fixed for the election.

The last day to register to vote in this election shall be October 6, 2014.

Those residents of the County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

CLERK'S CERTIFICATE

The undersigned Clerk of Dawson County, Georgia, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Dawson County, Georgia on _____, 2014, at a meeting duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This ____ day of _____, 2014.

_____
Danielle Yarbrough, County Clerk

(SEAL)