

AGENDA
SPECIAL CALLED JOINT MEETING
CITY OF DAWSONVILLE CITY COUNCIL AND DAWSON COUNTY BOARD OF COMMISSIONERS
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, January 14, 2020
5:00 PM

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of Agenda

BUSINESS

6. Proposed Transportation Special Purpose Local Option Sales Tax (TSPLOST) Discussion
 - a. Possible Projects for Inclusion in the Referendum
 - b. Rate of Tax
 - c. Approve TSPLOST Intergovernmental Agreement
 - d. County Business: Approve TSPLOST Authorizing Resolution
 - e. City Business: Approve TSPLOST Resolution

ADJOURNMENT

Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting, should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.

**STATE OF GEORGIA
COUNTY OF DAWSON**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this 14th day of January, 2020 by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation. The County and the City do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of the County and qualified City within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Georgia Mountains Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the County and the City met together on January 14, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the City desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the City as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

- (a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on May 19, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Dawson County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on October 1, 2020 for the purpose of

funding specified Projects (hereinafter more fully referred to and defined). The amount of money to be raised by the TSPLOST is estimated to be \$45,000,000.00 (forty-five million dollars).

(b) The City is a legally chartered municipal corporation as defined by law and judicial interpretation and is a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the City approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Dawson County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on May 19, 2020, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$45,000,000.00 (forty-five million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The parties agree to split the amount actually collected on the following basis: 91% to the County and 9% to the City. The maximum period of time for which the tax may be imposed is five years, beginning on October 1, 2020.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

(a) The official declaration by the Board of Elections and Registration of Dawson County of the failure of the election described in this Agreement; or

(b) The expenditure by the County and the City of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the “Purposes”): roads and bridges.

(b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the “Projects”), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated 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(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2020 Dawson County Transportation Special Purpose Local Option Sales Tax Fund (“County TSPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) The City shall create a special fund to be designated as the 2020 Dawsonville Transportation Special Purpose Local Option Sales Tax Fund (“City TSPLOST Fund”). The City shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.

(c) All TSPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the City as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse any TSPLOST proceeds due to the City according to subsection (c) and the City shall promptly deposit such funds in the City TSPLOST Fund. The monies in the City TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects listed for the City in Exhibit A.

(c) The parties will divide the actual proceeds collected by allocating 91% to the County and 9% to the City. The parties understand that the distribution amounts listed in Exhibit A are based on the assumption that the TSPLOST raises the estimated amount of \$45,000,000.00 (forty-five million dollars) after retention of fees by the Georgia Department of Revenue. Monthly distributions to the County and the City shall be based on actual collections according to the following percentages:

1. In the first year of collections (October 1, 2020 – September 30, 2021):
 - i. First to the City of Dawsonville (100% of collections) until \$2,000,000.00 (two million dollars) is paid.
 - ii. Then the remainder to Dawson County (100% of collections).
2. In the second year of collections (October 1, 2021 – September 30, 2022):
 - i. First to the City of Dawsonville (100% of collections) until \$1,000,000.00 (one million dollars) is paid.
 - ii. Then the remainder to Dawson County (100% of collections).
3. In the third year of collections (October 1, 2022 – September 30, 2023):
 - i. First to the City of Dawsonville (100% of collections) until \$333,333.33 (three-hundred and thirty-three thousand, three hundred and thirty-three dollars and thirty-three cents) is paid.
 - ii. Then the remainder to Dawson County (100% of collections).
4. In the fourth year of collections (October 1, 2023 – September 30, 2024):
 - i. First to the City of Dawsonville (100% of collections) until \$333,333.33 (three-hundred and thirty-three thousand, three hundred and thirty-three dollars and thirty three cents) is paid.
 - ii. Then the remainder to Dawson County (100% of collections).
5. In the fifth year of collections (October 1, 2024 – September 30, 2025):
 - i. 100% of collections to the party (either Dawson County or Dawsonville) that has received less than its allocated share (91% and 9%) of all

collections to date, until the parties have received 91% and 9%, respectively, of total collections to date.

ii. Then, 91% of the remainder to the County and 9% of the remainder to the City until the County receives a total of \$40,950,000 (forty million, nine-hundred and fifty thousand dollars) and the City receives \$4,050,000 (four million and fifty thousand dollars).

6. Although not anticipated, if after the receipt of all collections the parties have received amounts different from the intended split (91% and 9%), the party receiving more than its intended share of collections shall reimburse the other party (first from money in the party's TSPLOST Fund, and if necessary, from general funds) until the parties have received the equivalent of 91% and 9% of all actual TSPLOST collections.

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and 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 over the Projects.

(b) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County and the City. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and the City's TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The City shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and City agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or City as required to fulfill the terms of this Agreement

Section 9. Completion of Projects.

(a) The County and the City acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a City Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the City may apply the remaining unexpended funds to any other Project included for that City in Exhibit A.

(d) If a joint City-County funded project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the parties shall share in the savings in a ratio equal to the ratio of their respective contribution amounts to the joint project, as shown in Exhibit A.

(e) The County and the City agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or City at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction, or installation of a City Project listed on Exhibit A is completed, the City owning the Project shall file with the County a certificate of completion signed by the Mayor or other chief elected official, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement.

Section 12. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 13. Liability for Noncompliance. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that the one party fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the other party shall not be held liable for such noncompliance. 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.

Section 14. 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 15. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 16. 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 17. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 18. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 19. 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) Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534
Attention: County Manager

- (b) City of Dawsonville
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Attention: City Manager

[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto agree.

DAWSON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Billy Thurmond, Chairman

Attest:

Kristen Cloud, Clerk _____
Date

CITY OF DAWSONVILLE

(CITY SEAL)

By: _____
Mike Eason, Mayor

Attest:

City Clerk _____
Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below.

First funding priority is assigned to the following project: SR 53 @ Allen Street Intersection Improvements. The remaining (second tier) projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below) not assigned first priority, the parties shall cooperate in good faith to decide on funding and construction priority.

After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Dawson County	Shoal Creek Road Widening/Rehab	Roads	\$1,300,000.00
	Shoal Creek Road Bridge Replacement	Bridges	\$3,500,000.00
	Dogwood/Nightfire Rehab	Roads	\$1,000,000.00
	Lumpkin Campground Road Corridor Improvement	Roads	\$5,000,000.00
	Elliott Road Widening	Roads	\$1,000,000.00
	Cowart Road Rehabilitation (SR 53-County Line)	Roads	\$1,500,000.00
	Grizzle Road Widen and Rehabilitation	Roads	\$1,200,000.00
	Frank Bruce Road/Seed Tick Road Rehabilitation	Roads	\$1,500,000.00
	Old Henry Grady Rehabilitation	Roads	\$800,000.00
	Gold Mine Road Improvements	Roads	\$1,400,000.00
	Hubbard Road Improvements	Roads	\$1,200,000.00
	SR 53 @ Dawson Forest Intersection Improvements	Roads	\$1,500,000.00
	Country Crossing Subdivision Rehabilitation	Roads	\$550,000.00
	Existing Asset Stormwater Culvert Rehabilitation	Roads	\$7,000,000.00
	Existing Asset Road Improvement Program	Roads	\$10,500,000.00
	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00*
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00*
	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00*
			Total: \$40,950,000.00

Dawsonville	Main Street from Hwy 53 to Main Street Park Repair	Roads	\$162,000.00
	Maple Street Repair	Roads	\$360,000.00
	Pearl Chambers (Drive, Court, Way) Repair	Roads	\$250,000.00
	Richmond Drive Repair	Roads	\$95,000.00
	Jack Heard Repair	Roads	\$91,000.00
	Memory Lane Repair	Roads	\$105,000.00
	Stegal Place Repair	Roads	\$98,000.00
	Stonewall subdivision Repair	Roads	\$200,000.00
	Rain Hill subdivision Repair	Roads	\$400,000.00
	Existing Asset Road Improvement Program	Roads	\$29,000.00
	Burt's Crossing Drive, Winding Court, Ridgewater Repair	Roads	\$260,000.00
	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00**
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00**
	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00**
			Total: \$4,050,000.00

* = represents County's share of joint City-County project.

** = represents City's share of joint City-County project.

**RESOLUTION REQUESTING THE CALLING OF A SPECIAL
ELECTION TO IMPOSE A COUNTY ONE PERCENT TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA AUTHORIZING THE CALLING OF A SPECIAL ELECTION TO IMPOSE A SINGLE-COUNTY ONE PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX AS AUTHORIZED BY O.C.G.A. § 48-8-260, *ET SEQ.*; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE MAXIMUM PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE APPROXIMATE COST OF THE TRANSPORTATION PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION OF DAWSON COUNTY TO CALL AN ELECTION OF THE VOTERS OF DAWSON COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (the “Act”) authorizes the imposition of a county one percent transportation special purpose local option sales and use tax (the “Sales and Use Tax”) for transportation purposes, including those set forth herein; and

WHEREAS, the Board of Commissioners of Dawson County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Dawson County, Georgia (the “County”) that the Sales and Use Tax be imposed in a special district comprising the County to raise approximately \$45,000,000.00 (forty-five million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue) for the funding of certain transportation purposes (the “Purposes”); and

WHEREAS, the governing authorities of the County and the City of Dawsonville met on January 14, 2020 to discuss possible projects for inclusion in the Sales and Use Tax referendum to be held on the 19th day of May, 2020 (the “Election”) in conformance with the requirements of O.C.G.A. § 48-8-262(a); and

WHEREAS, the above-referenced meetings occurred at least 30 days prior to the intended date of issuance (publication) of the call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with Dawsonville with respect to the division of the Sales and Use Tax; and

WHEREAS, Dawsonville has a population under the 2010 decennial census that exceeds 50% of the aggregate municipal population located within the special district of the County; and

WHEREAS, the Board of Commissioners desires that the Board of Elections and Registration of Dawson County (the “Election Board”) call the Election and further desires that the Election Board be furnished with a certified copy of this Resolution in connection with such request.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia as follows:

- A. Assuming the question of imposing the Sales and Use Tax is approved by the voters of the special district in the Election, the Sales and Use Tax shall be imposed for the term, purposes and costs as follows:
1. In order to finance the Purposes, a Sales and Use Tax in the amount of one percent (1%) on all sales and uses in the special district of the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
 2. The proceeds of such tax are to be used to fund the Purposes. The Purposes and the estimated costs are set forth below:

	Project	Purpose	Estimated Cost
Dawson County	Shoal Creek Road Widening/Rehab	Roads	\$1,300,000.00
	Shoal Creek Road Bridge Replacement	Bridges	\$3,500,000.00
	Dogwood/Nightfire Rehab	Roads	\$1,000,000.00
	Lumpkin Campground Road Corridor Improvement	Roads	\$5,000,000.00
	Elliott Road Widening	Roads	\$1,000,000.00
	Cowart Road Rehabilitation (SR 53-County Line)	Roads	\$1,500,000.00
	Grizzle Road Widen and Rehabilitation	Roads	\$1,200,000.00
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	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00*
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			Total: \$40,950,000.00
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	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00**
			Total: \$4,050,000.00

* = represents County's share of joint City-County project.

** = represents City's share of joint City-County project.

First funding priority is assigned to the following project: SR 53 @ Allen Street Intersection Improvements. The remaining (second tier) projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified above) not assigned first priority, the parties shall cooperate in good faith to decide on funding and construction priority.

3. The Sales and Use Tax is to be imposed for a period of up to five years commencing on October 1, 2020.

B. Call for the Election; Ballot Form; Notice.

1. The Elections Board, as election superintendent (the "Election Superintendent"), is hereby requested to call the Election to be held in all voting precincts in the County

on the 19th day of May, 2020 for the purpose of submitting to the qualified voters of Dawson County the question set forth in paragraph 2 below. The Election Superintendent shall be furnished with a certified copy of the Resolution in connection with this request.

2. The ballots to be used in the Election shall have written or printed thereon substantially the following:
 - “() Yes. Shall a special one percent sales and use tax be imposed in the special district consisting of Dawson County for a period of time not to exceed five years and for the raising of not more than an
 - () No. estimated amount of \$45,000,000.00 (forty-five million dollars) for transportation purposes?”
 3. It is hereby requested that the Election be held by the Election Superintendent in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Election Superintendent canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue of the State of Georgia.
 4. The Election Superintendent is hereby authorized and requested to publish a Call of the Election as required by law, in the newspaper in which Sheriffs advertisements for the County are published, on February 19, 2020, which is ninety (90) days preceding the date of the Election. The Election Superintendent is also hereby authorized and requested to publish a notice of the Election as required by law, in the newspaper in which Sheriffs advertisements for the County are published, once a week for four weeks immediately preceding the date of the Election. The notice of the election shall be in substantially the form attached hereto as Exhibit “A.”
- C. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent issue the call for the Election.
- D. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of the Sales and Use Tax.
- E. The Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 14th day of January, 2019.

COUNTY OF DAWSON, GEORGIA

By: _____
Billy Thurmond, Chairman

[County Seal]

Attest:

Clerk

EXHIBIT "A"

**NOTICE OF ELECTION TO THE QUALIFIED VOTERS OF DAWSON COUNTY,
GEORGIA**

NOTICE IS HEREBY GIVEN that on the 19th day of May, 2020, 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 one percent transportation special purpose local option sales and use tax (the "Sales and Use Tax") shall be imposed on all sales and uses in the special district created in the County for a period not to exceed five years commencing on October 1, 2020 for the raising of approximately \$45,000,000.00 (forty-five million dollars) for the funding of transportation purposes.

The ballots to be used at the Election shall have written or printed thereon substantially the following:

- “() Yes. Shall a special one percent sales and use tax be imposed in the special district consisting of Dawson County for a period of time not to exceed five years and for the raising of not more than an
- () No. estimated amount of \$45,000,000.00 (forty-five million dollars) for transportation purposes?”

The several places for holding said election 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. to 7:00 p.m. on the date fixed for the election.

This notice is given pursuant to a resolution of the Board of Elections and Registration of Dawson County, adopted on _____, 20____.

Board of Elections and Registration of Dawson
County

