Baldwin County Commissioners
Called Meeting
January 28, 2020
10:00 a.m.

A Called Meeting of the Baldwin County Commissioners was held Tuesday, January 28, 2020 at 10:00 a.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair Tommy French presiding.

Members Present: Henry Craig
Tommy French
John Westmoreland
Emily C. Davis
Sammy Hall

Also Present: David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

Call to Order

Chair Henry Craig called the January 28, 2020 Called Meeting to order at 10:00 a.m.

Executive Session

Commissioner John Westmoreland made a motion to adjourn into Executive Session at 10:02 a.m. to discuss potential litigation. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Regular Meeting

Commissioner Emily C. Davis made a motion to reopen the Called Meeting at 10:20 a.m. Vice Chair Tommy French seconded the motion and it passed unanimously.

Amendment to Agenda

Commissioner Sammy Hall made a motion to amend the Agenda to approve an Intergovernmental Agreement between Baldwin County, City of Milledgeville and Development Authority of Milledgeville / Baldwin County for transfer of property and payment of Development Authority bonds; to approve a Joint Resolution between Baldwin County and City the City of Milledgeville providing for the number of directors, which governing body they will be appointed by and funding responsibilities for the Development Authority; and to adopt a Resolution between Baldwin County and the City of Milledgeville approving forms pertaining to the delivery and funding of certain services pursuant to the Service Delivery Strategy. Commissioner John Westmoreland seconded the motion and it passed unanimously.

County Attorney David McRee presented documents referenced above.

Commissioner Emily C. Davis made a motion to approve an Intergovernmental Agreement between Baldwin County, City of Milledgeville and Development Authority of Milledgeville / Baldwin County for transfer of property and payment of Development Authority bonds. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Agreement is herewith attached and made an official part of the minutes at pages _____ and _____.

Commissioner Sammy Hall made a motion to approve a Joint Resolution between Baldwin County and the City of Milledgeville providing for the number of directors, which governing

body they will be appointed by and funding responsibilities for the Development Authority. Commissioner John Westmoreland seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages _____ and _____.

Vice Chair Tommy French made a motion to adopt a Resolution between Baldwin County and the City of Milledgeville approving some forms pertaining to the delivery and funding of certain services pursuant to the Service Delivery Strategy excluding forms for Water / Sewer, Library, Animal Control and Roads. Commissioner John Westmoreland seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages _____ and _____.

Adjournment

Commissioner John Westmoreland made a motion to adjourn the Called Meeting at 10:25 a.m. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig
Chairman

Cynthia K. Cunningham
County Clerk

A JOINT RESOLUTION OF BALDWIN COUNTY, GEORGIA, AND THE CITY OF MILLEDGEVILLE, GEORGIA, APPROVING FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT.

WITNESSETH:

WHEREAS, Baldwin County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the City of Milledgeville, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the City and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, for the benefit of the City, the County, and their citizens, the City and the County have determined that it is in best interests of each of them to adopt the certain Service Delivery Forms, over which the parties have no disagreement, which are attached hereto as Exhibit "A"; and

WHEREAS, the City and the County desire to approve and transmit the Service Delivery Forms attached hereto as Exhibit "A," subject to finalizing the terms of all other service delivery and litigation issues, including, but not limited to, Water and Sewer, Roads Construction and Maintenance, Library, Animal Control, SPLOST, and a dismissal of pending litigation in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049 related to the 2008 SDS Agreement;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF MILLEDGEVILLE, GEORGIA AS FOLLOWS:

I. **Incorporation of Recitals**. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

II. **Acceptance of Service Delivery Strategy Agreements**. The County and City hereby approve the Service Delivery Strategy Agreements attached hereto as Exhibit "A." Said documents have been discussed, reviewed, revised, and mediated by the Parties. Acceptance of the Service Delivery Strategy Agreements attached hereto as Exhibit "A" is contingent on the Parties' finalizing and resolving all other service delivery and litigation

issues, including, but not limited to, Water and Sewer, Roads Construction and Maintenance, Library, Animal Control, and SPLOST. Upon the final approval and execution of all Service Delivery Strategy Agreements and Forms, Intergovernmental Agreements, and the execution of all litigation settlement documents, the Parties will submit their complete Service Delivery Strategy to the Georgia Department of Community Affairs for verification.

III. **Authorization of the Chairman, County Attorney, and Clerk**. The Baldwin County Board of Commissioners hereby authorizes the approval of those Service Delivery Strategy Agreements attached as Exhibit "A."

IV. **Authorization of the Mayor, City Attorney, and Clerk**. The City of Milledgeville Mayor and City Council hereby authorize the approval of those Service Delivery Strategy Agreements attached as Exhibit "A."

V. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

VI. **Repeal of Conflicting Provisions**. All City and County resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

VII. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of January, 2020.

The Mayor and Alderman of the City of Milledgeville

By:_____
Mayor

Attest: _____
City Clerk

[seal]

Baldwin County, Georgia

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

Approved by Board of Commissioners January 28, 2020

[seal]

INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF PROPERTY AND PAYMENT OF DEVELOPMENT AUTHORITY BONDS

This Agreement (hereinafter the "Agreement") is entered into this _____ day of _____, 2020, by and between Baldwin County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, The Mayor and Aldermen of the City of Milledgeville (hereinafter the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Development Authority of the City of Milledgeville and Baldwin County (hereinafter the "Development Authority"), a public corporation created and existing under the laws of the State of Georgia. The County, the City, and the Development Authority shall be collectively referred to as the "Parties."

WHEREAS, the Development Authority is a public body corporate and politic and was created pursuant to the provisions of the Development Authorities Law, codified in O.C.G.A. Title 36, Chapter 62, (the "Act") which defines its powers and purposes, and was activated pursuant to the Act;

WHEREAS, the Authority has been created pursuant to the Act for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State of Georgia;

WHEREAS, the County has determined that the acquisition of two tracts of property totaling approximately 1,700 acres, located within the County, and more particularly described in the attached Exhibit "A" (hereinafter the "Property")(also known as the "Mega-Site"), would further the public purposes of the County, the City and Development Authority have concurred in said determination and agreed to assist the Authority with acquisition of the Property and costs thereof;

WHEREAS, payment of the Development Authority's outstanding Taxable Industrial Development Revenue Bonds (Industrial Land Project), Series 2016 Series A, B, & C issued to Exchange Bank, Magnolia State Bank, and Century Bank respectively, as the same was secured by an Intergovernmental Agreement between the City, County and Authority (the "2015 IGA"), and deeds to secure debt (hereinafter, collectively, the "Development Authority Bond") will be made in accordance with the provisions of this Agreement so that the provisions of the 2015 IGA may be terminated and the deeds to secure debt released;

WHEREAS, the City and the County are each authorized to levy taxes, and to expend tax moneys and other available funds;

WHEREAS, the City, the County, and the Development Authority have determined that it is in best interests of each of them to enter into this Agreement in furtherance of the purposes for which the Authority was created, and for the benefit of the City, the County, and their citizens.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – PURCHASE OF PROPERTY & BOND REDEMPTION

The Development Authority shall transfer good and marketable title to the Property to the County through a Limited Warranty Deed. The description of the Property shall be subject to modification as a survey is prepared or a title search is conducted at the sole cost and discretion of the County, but completed before the closing. The closing of this transfer of the Property shall occur within sixty (60) days of the effective date of this Agreement unless extended by agreement of the City and the County. The Development Authority shall cure any title defects prior to the closing unless waived in writing by the County.

The County shall pay to the Development Authority and the Development Authority shall accept as the purchase price for the Property an amount of $4,305,471.86; provided however, said purchase price may be increased or decreased if it is determined that such number does accurately reflect the redemption amount on the Development Authority's outstanding Taxable Industrial Development Revenue Bonds, Series 2016 Series A, B, & C issued to Exchange Bank, Magnolia State Bank, and Century Bank inclusive of principal and interest paid by the City as of January 31, 2020. Payment from the County shall be from separate bond proceeds issued by the County as a result of the 2018 SPLOST. Within twenty (20) days of the County's payment of said sum to the Development Authority, the Development Authority shall use the County's payment to fully repay and satisfy the Development Authority Bond and secure a full and complete release for the benefit of all Parties from the bondholders for any obligation or liability whatsoever associated in any way with the Development Authority Bond. Title shall be held in escrow until said Development Authority Bond is repaid. Within ten (10) days after closing, the Development Authority shall pay to the City $883,034.33. Upon completion of the aforementioned obligations, the Parties by signing this Agreement forever release each other from any and all obligations or liability associated in any way with the issuance and repayment of the Development Authority Bond and the 2015 IGA and such release shall survive the closing. Upon such release, the 2015 IGA shall terminate.

ARTICLE II – OPERATION, MAINTENANCE & GOVERNANCE

The Development Authority shall operate, maintain and improve the Property at its own expense, but subject to funding therefor from whatever source, for fifty (50) years from the date of this Agreement or until the County decides to terminate this arrangement which the County may do at any time after providing the Authority with at least thirty (30) days advance notice, whichever occurs first. The County will procure, maintain, and pay for insurance for the Mega Site for the protection of the County and the Authority. The Authority and County may enter into a separate intergovernmental agreement (the "Additional IGA") to further elaborate the Authority's obligations and set forth the conditions upon which the County will fund and direct the Development Authority's use, development, marketing, and lease, disposition, and/or sale of the Mega Site, wetland permitting assignment, and other requirements as reasonably determined between the County and the Authority. Nothing herein shall be construed to prevent the County. or the County's designee, from utilizing or making improvements to the Property in any manner it sees fit. The Development Authority expressly agrees that it will not enter into any contracts for the lease, use, or transfer of any Development Authority interest, whatsoever, in the Property or any portion thereof, without the prior approval of the majority of the governing body of the County.

The Development Authority warrants that as of December 31, 2019, it was constituted by the members serving the respective terms as set forth in the table depicted in Exhibit "B" to this Agreement. The Parties agree to cooperate and take all actions necessary, including but not limited to adoption (or acceptance) of a joint resolution to restructure the Board of the Development Authority as set forth in the form of Exhibit "C" to this Agreement (the "Joint Resolution"). Upon passage by the City and the County, the Joint Resolution will restructure the Development Authority Board to be comprised of seven (7) members in numbered "seats." Upon the conclusion of the currently serving members terms as designated in the table in Exhibit "B," thereafter, five (5) member seats shall thereafter be appointed by the Board of Commissioners of the County, and two (2) member seats shall thereafter appointed by the Mayor and Council of the City, based on criteria, if any, established by each respective governing body. One additional City representative shall be appointed by the Mayor and Council to serve as a liaison to the Development Authority, but shall not be a voting member of the Authority. Current Development Authority Board members whose term has not expired shall continue to serve their current term as set forth in Exhibit "B"; those members' whose terms have expired who currently occupy Seat 7 and Seat 8 will no longer serve on the Development Authority Board based on the restructuring accomplished through the Joint Resolution, and will be informed by the Authority of the same; noting that the former appointee to seat 8 has resigned. The restructuring of the Development Authority Board: (i) will not truncate or alter any Development Authority Board member's term from the time of his or her appointment, (ii) is consistent with the Act, and (iii) will not deprive any previously appointed member from serving his or her full term; however, upon the respective appointment by the County or City of succeeding Development Authority Board members as set forth in the Joint Resolution, each new appointed Development Authority Board member's term shall be two (2) years beginning January 1st of the year immediately following when the prior Development Authority's Board member's term ended.

As of the date of this Agreement, the County, using its general fund and any other revenues the County deems appropriate, will assume full funding of the Development Authority and responsibility for any and all outstanding indebtedness associated with the Development Authority, including the OneGeorgia Authority Loan. "Full funding" means an amount at least equal to the amount of funding the City and County was funding prior to the most recent decrease in funding by the County, specifically said amount is $242,770 but such amount of funding is required to be maintained at said level for only the next three fiscal years of the County from the date of this Agreement.

This Article II shall survive the closing of on the Property.

ARTICLE III – MISCELLANEOUS

1. *Severability*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

2. *Merger Clause*. All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.

5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE IV – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date of the last Party's adoption at a duly called meeting and such date shall be inserted in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and affix their entity's respective seals hereto.

The Mayor and Alderman of the City of Milledgeville

By:_____
Mayor

Attest: _____
City Clerk

Date of Approval: _____

[seal]

Baldwin County, Georgia

By: _____
Chairman, Board of Commissioners

Attest: Cynthia L. Cunningham
County Clerk

Date of Approval: 1/28/2020

[seal]

Development Authority of the City of Milledgeville and Baldwin County

By: _____
Vice Chairman

Attest: _____
Secretary

Date of Approval: 1/27/2020

[seal]

Exhibit "A"

DESCRIPTION OF THE LAND

All those tracts or parcels of land situate, lying and being in Land Lots 194, 195, 196, 197, 200, 201, 202, 203, 224, 225, 226 and 227 of the First Land District of Baldwin County, Georgia containing in the aggregate, 1,580.552 acres, and being more particularly shown as Tract 1, containing 1,412,818 acres and Tract 3, containing 167.734 acres, on a Survey dated January 28, 2016, prepared by Phillip H. Chivers, GRLS No. 2658, recorded in Plat Book 41, Pages 52-55, Clerk's Office, Baldwin Superior Court, to which reference thereto is hereby made for a more complete and accurate description of said property.

Exhibit "B"

CURRENT AUTHORITY MEMBERSHIP AND TERMS AS OF DECEMBER 31, 2019

Seat	Appointing Authority	Name of Current Director	Appointment Date	Date on Which Current Term Expired or Will Expire, as noted
1	City	Mac Patel (FILLED VACANCY)	Jan. 22, 2019	Dec. 31, 2020
2	County	Ed Walker	Dec. 31, 2014	Dec. 31, 2020
3	City	Sharon Seymour	Dec. 31, 2016	Dec. 31, 2022
4	County	Derek Williams	Dec. 31, 2016	Dec. 31, 2022
5	City	Noris Price	Dec. 31, 2017	Dec. 31, 2023
6	County	Tyrone Evans	Dec. 31, 2017	Dec. 31, 2023
7	City	Quentin Howell (FILLED VACANCY)	Mar. 27, 2018	Dec. 31, 2019 (EXPIRED)
8	County	Karen Rowell	Dec. 31, 2012	Dec. 31, 2018 (EXPIRED)
9	Joint	Greg Tyson	Dec. 31, 2015	Dec. 31, 2021

Exhibit "C"

FORM OF JOINT RESOLUTION

[attached]

A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF BALDWIN COUNTY, GEORGIA AND THE MAYOR AND ALDERMEN OF THE CITY OF MILLEDGEVILLE TO PROVIDE FOR THE NUMBER OF DIRECTORS, WHICH GOVERNING BODY THEY SHALL BE APPOINTED BY AND THE FUNDING RESPONSIBILITIES FOR THE DEVELOPMENT AUTHORITY OF THE CITY OF MILLEDGEVILLE AND BALDWIN COUNTY

WHEREAS, by joint resolution, adopted by the Mayor and Aldermen of the City of Milledgeville (the "City") on November 12, 1987, and adopted by the Board of Commissioners of Baldwin County, Georgia (the "County"), on November 19, 1987, there was created and activated, under the Development Authorities Law, particularly, but without limitation O.C.G.A. Sec. 36-62-5.1 thereof (collectively, the "Act"), for the City of Milledgeville and Baldwin County, Georgia, a joint development authority known as "Development Authority of the City of Milledgeville and Baldwin County" (the "Authority"); and

WHEREAS, by joint resolution, adopted by the County on April 11, 1994, and adopted by the City on April 12, 1994, the membership of said Authority was increased from seven (7) directors to nine (9) directors, as provided for in the Act, one of said new directors was to be appointed by the City and the other new director was to be appointed by the County, and the initial term of said new directors would expire on December 31, 1996; and

WHEREAS, by joint resolution, adopted by the County on September 20, 1994, and adopted by the City on September 27, 1994, the April, 1994 joint resolution, above mentioned, was amended to correct an error in the name of said Authority as used therein, and for other purposes; and

WHEREAS, by joint resolution, adopted by the County on January 21, 2014, and adopted by the City on March 25, 2014, staggered terms for the directors were established; and

WHEREAS, the City and the County have participated in Service Delivery Agreement negotiations and as a result of these negotiations, the City and the County have agreed to a change in the structure and operation of the Authority; and

NOW THERFORE BE IT RESOLVED, that as set forth herein, the County will henceforth assume responsibility for full funding of the financial needs for the Authority from the County general fund and/or any other County fund or revenues it deems appropriate. "Full funding" shall mean an amount at least equal to the amount of funding the City and County were funding the Authority prior to the County discontinuing its operational funding to the Authority, specifically said amount is $242,770; provided however, such amount of funding shall be provided for only the next three fiscal years of the County from the date of this Agreement. Thereafter, the County may adjust the funding to the Authority as the County deems appropriate in its sole discretion. In addition, the County shall assume full responsibility for the Authority OneGeorgia loan; and

BE IT FURTHER RESOLVED, that the number of voting directors shall be decreased from nine to seven members, with the two Authority members whose terms have expired ceasing to serve as indicated in Exhibit A. There shall henceforth be five voting directors appointed by the County, and two voting directors shall be appointed by the City. There may also be a liaison appointed by the City to attend meetings of the Authority but who shall not be a member or director or have any voting power on the Authority. The membership, seats to be appointed by the County, and by the City, and the current terms and expiration dates of those terms of the Authority members are set forth in Exhibit A as the same have been restructured by this resolution. Upon the expiration of the terms of the Authority members, whose terms have not already expired, as set forth in Exhibit A, all respective successor appointments by the

County and the City to the Authority shall be appointed to two-year terms. The restructuring of the Development Authority Board: (i) does not truncate or alter any Development Authority Board member's term, which has not already expired as indicated in Exhibit A, from the time of his or her appointment, (ii) is consistent with the Act, and (iii) does not deprive any previously appointed member from serving his or her full term, except for those persons whose terms have expired as indicated in Exhibit A. By their respective signatures to the Consent attached hereto as Exhibit B, the members of the Authority do hereby confirm and consent to the terms as set forth herein, including Exhibit A.

BE IT FURTHER RESOLVED, that there shall be furnished immediately to the Secretary of State a certified copy of this Resolution in compliance with the mandate set forth in the Act.

This Resolution shall be effective upon adoption by both the Mayor and Aldermen of the City of Milledgeville and the Baldwin County Board of Commissioners.

Passed and adopted in formal session, this 28 day of January, 2020.

COMMISSION CHAIR

ATTEST:

CLERK

Passed and adopted in formal session, this _____ day of _____, 20_____.

Mayor, City of Milledgeville

ATTEST:

Clerk, City of Milledgeville

EXHIBIT A

AUTHORITY APPOINTMENTS, MEMBERSHIP, AND CURRENT & FUTURE TERMS

Seat*	Appointing Authority as of the Effective Date of Joint Resolution	Name of Current Director	Effective Appointment Date	Date on Which Current Term Expired or Will Expire, as noted
1	County	Mac Patel	Jan. 22, 2019	Dec. 31, 2020
2	County	Ed Walker	Dec. 31, 2014	Dec. 31, 2020
3	City	Sharon Seymour	Dec. 31, 2016	Dec. 31, 2022
4	County	Derek Williams	Dec. 31, 2016	Dec. 31, 2022
5	City	Noris Price	Dec. 31, 2017	Dec. 31, 2023
6	County	Tyrone Evans	Dec. 31, 2017	Dec. 31, 2023
7	County	Greg Tyson	Dec. 31, 2015	Dec. 31, 2021

*The appointment by the City to the seat formerly held by Quentin Howell expired on December 31, 2018; similarly, the appointment by the County to the seat formerly held by Karen Rowell expired on December 31, 2018, and Ms. Rowell subsequently resigned from continued membership. Because both of these appointments have expired, and Ms. Rowell has resigned, to accommodate the reduction of board size to seven members, Mr. Howell and Ms. Rowell will not serve on the reconstituted board at this time, but may be reappointed by the City or County in their discretion as seats become available in the future.

EXHIBIT B

CONSENT

We the undersigned and duly appointed Directors of the Development Authority of the City of Milledgeville and Baldwin County, do by each of our respective execution hereof consent and agree to the terms of office specified in the joint resolution to which this Exhibit is attached:

SEAT	NAME	SIGNATURE
1	Mac Patel	
2	Ed Walker	
3	Sharon Seymour	
4	Derek Williams	
5	Noris Price	
6	Tyrone Evans	
7	Greg Tyson	