Baldwin County Commissioners
Called Meeting
January 31, 2020
3:00 p.m.

A Called Meeting of the Baldwin County Commissioners was held Friday, January 31, 2020 at 3:00 p.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
Cindy Cunningham

Call to Order

Chair Henry Craig called the January 31, 2020 Called Meeting to order at 3:00 p.m.

Executive Session

Commissioner Sammy Hall made a motion to adjourn into Executive Session at 3:02 p.m. to discuss potential litigation. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Regular Meeting

Commissioner Emily C. Davis made a motion to reopen the Called Meeting at 4:35 p.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 all Service Delivery Strategy documents. Commissioner John Westmoreland seconded the motion and it passed unanimously.

County Attorney David McRee presented the following documents:

*A Joint 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 act, enacting intergovernmental agreements approving the settlement, release and dismissal of claims between the parties and for other purposes.

Vice Chair Tommy French made a motion to approve the 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 act, enacting intergovernmental agreements approving the settlement, release and dismissal of claims between the parties and for other purposes. Commissioner John Westmoreland 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 _____.

*An Intergovernmental Sales Tax Agreement between Baldwin County and the City of Milledgeville delineating how the parties will handle sales tax proceeds.

Vice Chair Tommy French made a motion to approve the Sales Tax Agreement between Baldwin County and the City of Milledgeville delineating how the parties will handle sales tax proceeds. Commissioner John Westmoreland seconded the motion and it passed unanimously.

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

*A Water and Sewer Services Intergovernmental Agreement between Baldwin County and the City of Milledgeville.

Commissioner Sammy Hall made a motion to approve the Water and Sewer Services Intergovernmental Agreement as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

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

*An Intergovernmental Agreement for the Operation, Services and Funding of Library Services.

Commissioner John Westmoreland made a motion to approve the Intergovernmental Agreement for the Operation, Services and Funding of Library Services as presented. Commissioner Sammy Hall seconded the meeting and it passed unanimously.

A copy of the Intergovernmental Agreement for the Operation, Services and Funding of Library Services is herewith attached and made an official part of the minutes at pages _____ and _____.

Other Business

Commissioner Sammy Hall stated the Commissioners have worked diligently for about three years on a Joint Service Delivery Strategy with the City. He stated the County has now approved all documents and related Intergovernmental Agreements for submission to the City.

Chair Henry Craig stated he has hopes that the City will also approve the SDS documents.

Adjournment

Commissioner John Westmoreland made a motion to adjourn the Called Meeting at 4:45 p.m. Commissioner Sammy Hall 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, ENACTING INTERGOVERNMENTAL AGREEMENTS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES, APPROVING THE SETTLEMENT, RELEASE, AND DISMISSAL OF CLAIMS BETWEEN THE PARTIES, AND FOR OTHER PURPOSES.

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

WHEREAS, the City and the County are authorized to enter into this intergovernmental agreement by virtue of the provision of the Constitution and Laws of the State of Georgia; and

WHEREAS, the County and City brought several claims against each other in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049 related to the 2008 SDS Agreement;

WHEREAS, the County and City desire to resolve all litigation by dismissing their respective claims and counter-claims with prejudice;

WHEREAS, both the County and City alleged claims with regard to how each local government used their respective water and sewer funds. After much discourse and a thorough review of the circumstances, both Parties intend and have agreed to withdraw, dismiss, and forever abandon these respective claims against each other;

WHEREAS, the City and the County have determined that it is in best interests of each of them to enter into this Agreement for the benefit of the City, the County, and their citizens; and

WHEREAS, the City and the County desire to approve the forms and intergovernmental agreements for the funding and provision of services as set forth herein;

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.

III. **Execution of Intergovernmental Agreements**. The County and City hereby approve, execute, and enter into the Intergovernmental Agreements attached hereto as Exhibit "B." Said agreements have been discussed, reviewed, revised, and mediated by the Parties.

IV. **Execution and Filing of Dismissals With Prejudice.** Upon verification of the new Service Delivery Strategy Agreement by the Georgia Department of Community Affairs, the County and City hereby approve, execute, and authorize the filing of the forms for the joint dismissal with prejudice of all claims and counterclaims asserted in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049, in the Superior Court of Baldwin County. Both the County and City alleged claims with regard to how each local government used their respective water and sewer funds. After much discourse and a thorough review of the circumstances, both Parties, by and though the adoption of this Resolution, intend and have agreed to withdraw, dismiss, and forever abandon these respective claims against each other.

V. **Authorization of the Chairman, County Attorney, and Clerk.** The Baldwin County Board of Commissioners hereby authorizes the transmission of the Service Delivery Strategy Agreements attached as Exhibit A and Intergovernmental Agreements attached as Exhibit B to the Department of Community Affairs for verification. The Baldwin County Board of Commissioners hereby authorizes the filing of the forms for joint dismissal with prejudice in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049, in the Superior Court of Baldwin County.

VI. **Authorization of the Mayor, City Attorney, and Clerk.** The City of Milledgeville Mayor and City Council hereby authorize the following transmission of the Service Delivery Strategy Agreements attached as Exhibit A and Intergovernmental Agreements attached as Exhibit B to the Department of Community Affairs for verification. The City of Milledgeville Mayor and City Council hereby authorizes the filing of the forms for joint dismissal with prejudice in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049428, in the Superior Court of Baldwin County.

VII. **Term.** Unless otherwise provided in Exhibit A or Exhibit B, the revised Baldwin County Service Delivery Strategy shall have a term of ten (10) years from the effective date.

VIII. **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.

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

X. **Effective Date.** This Resolution shall take effect upon adoption by both the Mayor and Aldermen of the City of Milledgeville and the Baldwin County Board of Commissioners on their respective minutes. Notwithstanding any other terms in this Resolution or the documents attached hereto, this Resolution, with the exception of the Intergovernmental Agreement for Transfer of Property and Payment of Development Authority Bonds attached hereto, shall be automatically repealed unless adopted by both Parties to this Joint Resolution on their respective minutes by noon on February 7, 2020.

THIS RESOLUTION adopted this _____ day of January, 2020.

The Mayor and Aldermen of the City of Milledgeville

By:_____
Mayor

Attest: _____
City Clerk

[seal]

Baldwin County, Georgia

By:_____
Chairman, Board of Commissioners

Attest:_____
County Clerk

[seal]

INTERGOVERNMENTAL SALES TAX AGREEMENT

This **INTERGOVERNMENTAL SALES TAX AGREEMENT** (this "Agreement"), made and entered into as of this ___ day of January, 2020, by and between Baldwin County, Georgia (the "County"), a political subdivision of the State of Georgia, and The Mayor and Aldermen of the City of Milledgeville (the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia (sometimes singularly referred to as a "Party" and collectively referred to as the "Parties");

W I T N E S S E T H:

WHEREAS, the voters of Baldwin County have approved the re-imposition within the special district of Baldwin County (the "Special District") of a special one percent sales and use tax (the "Sales Tax"), pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Sales Tax Law") for the purposes of providing funds to pay a portion of the costs of the hereinafter described capital outlay projects to be carried out by the County, the City, and the Development Authority of the City of Milledgeville and Baldwin County (the "Development Authority") in the following estimated amounts; provided, however, the County and City will look for project efficiencies to save monies wherever possible to avoid project overruns and thereby attempt to fund as many projects as financially feasible under this Sales Tax:

(a) level-one County-wide capital outlay projects (the "Level-One Projects"):

(1) acquisition, construction, and installation of new County administrative building as an annex to County courthouse - estimated $7,800,000,
(2) County courthouse renovations, improvements, and additions, including security replacements and upgrades – estimated $4,800,000,
(3) County jail renovations and improvements, including security replacements and upgrades – estimated $750,000, and
(4) renovations and improvements to County health department buildings, including energy efficient replacements and upgrades - estimated $200,000;

(b) level-two County-wide capital outlay projects (the "Level-Two Projects"):

(1) park, recreational, and cultural facilities and equipment, including new aquatics facility – estimated $2,000,000,
(2) economic development projects, including airport improvements – estimated $1,000,000,
(3) County-wide communications system (Oconee Area-wide Radio System) upgrades – estimated $660,000,
(4) animal control facilities, including new animal control office and shelter and related vehicle and equipment replacement – estimated $220,000, and
(5) senior citizens center upgrades and renovations – estimated $50,000;

(c) capital outlay projects to be owned or operated or both by the County or one or more local authorities within the Special District pursuant to intergovernmental contracts with the County (the "County Projects"):

(1) road, street, bridge, and drainage improvements and related equipment upgrades and replacement – estimated $6,700,000,
(2) water distribution system and sewer collection system upgrades and expansion and related equipment upgrades and replacement – estimated $5,000,000,
(3) fire protection and public safety facilities and equipment – estimated $6,000,000, and
(4) economic development projects, including infrastructure and site development for Sibley-Smith Industrial Site, Fall-Line Industrial Park, and Central State Hospital Redevelopment Site - estimated $1,000,000;

(d) capital outlay projects to be owned or operated or both by the City (the "City Projects"):

(1) water distribution system and sewer collection and treatment system upgrades and expansion and related equipment upgrades and replacement, including replacement of water treatment facility – estimated $5,000,000,
(2) fire and police protection and public safety facilities and equipment – estimated $6,000,000,
(3) road, street, bridge, park, and drainage improvements and related equipment upgrades and replacement - estimated $6,500,000, and
(4) municipal buildings and facilities renovations, improvements, and additions, including equipment replacement and upgrades - estimated $1,500,000; and

(e) capital outlay projects to be owned or operated or both by the Development Authority (the "Development Authority Project"):

(1) development of Milledgeville-Baldwin County Industrial Park, including acquisition of approximately 1,700 acres of land and related infrastructure and site development, for location of new industries – estimated $6,776,000; and

WHEREAS, the Sales Tax Law allows the proceeds of the Sales Tax to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more "qualified municipalities" (as defined in the Sales Tax Law) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the City desire to enter into this Agreement to meet the provisions of Section 48-8-115(b)(2)(B)(i) of the Official Code of Georgia Annotated (the "Georgia Code");

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the County and the City do hereby agree as follows:

Section 1. Representations of the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Sales Tax was validly reimposed pursuant to the Sales Tax Law.

(b) The County is permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment.

(c) The County has the power to enter into this Agreement and to perform all obligations contained herein, and has, by proper action, duly authorized the execution and delivery of this Agreement.

Section 2. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a "qualified municipality" within the meaning of the Sales Tax Law.

(b) The City contains a total of no less than 50 percent of the aggregate municipal population located within the Special District.

(c) The City is permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment.

(d) The City has the power to enter into this Agreement and to perform all obligations contained herein, and has, by proper action, been duly authorized to execute and deliver this Agreement.

Section 3. Term. The term of this Agreement shall commence with the execution and delivery hereof and shall extend until the termination of the Sales Tax.

Section 4. Capital Outlay Projects. The County shall apply the proceeds of its General Obligation Bond, Series 2018 (the "Bond") to pay the costs of the Level-One Projects, the Level-Two Projects, and the Development Authority Project, before it

applies any proceeds of the Bond to pay the costs of the County Projects. The County shall design and engineer the Level-One Projects and the Level-Two Projects for an aggregate cost that does not exceed the unspent proceeds of the Bond, after applying Bond proceeds to purchase the Development Authority Project from the Development Authority.

Section 5. Distribution of Sales Tax Collections.

(a) The County shall apply the proceeds of the Sales Tax, after payment of the collection fee provided for by Section 48-8-115(a)(1) of the Georgia Code, to fund the following capital outlay projects in the following order of priority:

(1) First, a sufficient amount shall be set aside to accumulate funds in the Sinking Fund for the Bond to pay the semiannual interest requirements and annual principal requirement next coming due on the Bond during the current calendar year, 58.3% of the annual principal requirement coming due on the Bond in the next following calendar year, and 8.3% of the semiannual interest requirement coming due on the Bond on June 1 of the next following calendar year;

(2) Second, Sales Tax collections received by the County shall be applied annually as soon as practicable to fund the Level-One Projects ratably, but this only applies to the extent not funded with proceeds of the Bond; and the County covenants to take all reasonable measures to ensure that such projects do not exceed their respective or total estimated bonded costs;

(3) Third, Sales Tax collections received by the County shall be applied annually as soon as practicable to fund the Level-Two Projects ratably, but this only applies to the extent not funded with proceeds of the Bond; and the County covenants to take all reasonable measures to ensure that such projects do not exceed their respective or total estimated bonded costs;

(4) Fourth, Sales Tax collections received by the County up to $6,500,000 shall be distributed each year of the Sales Tax hereafter, beginning July 15th, 2020, or as soon as practicable thereafter, to the City to fund the City Projects ratably;

(5) Fifth, the following percentages of the remaining Sales Tax collections received by the County shall be ratably applied as soon as practicable to the following purposes:

(A) 38.7% shall be paid to the City to fund the City Projects ratably, to the extent not funded as set forth above, and

(B) 61.3% shall be applied by the County to fund the County Projects and the Development Authority Project ratably, to the extent not funded from proceeds of the Bond.

All capital outlay projects included in this Agreement shall be funded from proceeds from the Sales Tax, except as otherwise agreed in this Agreement.

(b) The City agrees to defend, indemnify and hold harmless the County from any and all claims asserted by any third person or entity, relating to or arising out of this Agreement and the County's obligations with respect to the Bond.

Section 6. Use of Sales Tax Proceeds. The proceeds received from the Sales Tax shall be used by the County and the City exclusively for the related capital outlay projects specified in the recitals hereof or to repay obligations that finance such capital outlay projects. Such proceeds shall be kept in separate accounts from other funds of the County and the City and shall not in any manner be commingled with other funds of the County and the City prior to expenditure.

Section 7. Record-Keeping and Audit Requirements. The County and the City shall maintain a record of each and every project for which the proceeds of the Sales Tax are used. A schedule shall be included in each annual audit of each party hereto that shows for each such project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. Each party's auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to each party's financial statements. The auditor's report on each party's financial statements shall include an opinion, or disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

Section 8. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the subject matter hereof.

Section 9. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 11. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto.

Section 12. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under 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.

Baldwin County, Georgia

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk, Board of Commissioners

[seal]

The Mayor and Aldermen of the
City of Milledgeville, Georgia

By: _____
Mayor

Attest: _____
City Clerk

[seal]

[END]

WATER AND SEWER SERVICES INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILLEDGEVILLE, GEORGIA AND BALDWIN COUNTY, GEORGIA

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and among Baldwin County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"); and City of Milledgeville, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "City"). In addition, the County and City may be collectively referred to as the "Parties."

WHEREAS, the Georgia Constitution prohibits the City from providing water and sewer services inside the unincorporated area of the County except by contract with the County (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of services performed by the City shall be provided and funded as set forth in this Agreement.

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 – GENERAL DEFINITIONS

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service within the County Service Area. (As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area.) The City agrees that the County retains the right to and may extend its water main on Log Cabin Road along the rights of way of Log Cabin Rd, Sinclair Dam Rd., P.A. Johns Rd., Chumley Rd. and Yacht Club Rd. to service the unincorporated

area. The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown in Exhibits "A1" and "A2" of the City Service Area." For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibits "B1" and "B2", incorporated herein and collectively referred to as the Water and Sewer Transfer Territory; provided, however, the Water and Sewer Transfer Territory does not include the City's water main located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia except those water lines and sewer lines in the incorporated area shown in Exhibits "A1" and "A2" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibits "A1" and "A2" attached hereto and collectively referred to as the City Service Area.

ARTICLE II – CITY TRANSFERS & COUNTY PAYMENT

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transition Territory, as described in Article IV below. The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transition Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transition Territory which is ___ accounts and a list of those accounts is attached hereto as Exhibit "C".) The County has sole discretion in the selection of which portion of the Water and Sewer Transition Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transition Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transition Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transition Territory during the first quarter and 25% in both the second and third

quarters, the County would take over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transition Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Article II below.

B. *Service*. During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory. Upon the transfer of customers and accounts in the Water and Sewer Transition Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Services in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Article III of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the Parties.

C. *Water and Sewer Asset Transfer and Payment*. By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and interests in the Water and Sewer Transition Territory. Said transfer in the Water and Sewer Transition Territory shall take place during the Transition Period, as described above. Prior to County's payment discussed the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City's Water and Sewer System in the Water and Sewer Transition Territory. In exchange for said transfer, the County shall pay to the City a total of $4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the $4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transition Territory transferred to the County as set forth in Article II of this Agreement. (For example, if the City transfers to the County 25% of the Water and Sewer Transition Territory during the first quarter of the Transition Period, then the County will pay to the City $1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System. To service the County Water and Sewer System, the City consents to installing water or sewer lines alongside the City's existing water or sewer lines in the unincorporated areas of the City's Service Area, the City consents and waives any objection to the County doing so.

ARTICLE III – CITY AND COUNTY PAYMENTS / RATES

A. *Water Purchase and Rates*. The County shall purchase Water Service from the City at the rate of $1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Water rates (inclusive of all fees and charges) imposed on the County and unincorporated area customers by the City shall not increase or decrease by more than the same percentage as the rates (inclusive of all fees and charges) are increased or decreased by the City to its incorporated area customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or unincorporated area customers by a maximum of 10%.) The City agrees to provide Water Service to the County through master meters installed by the City at locations determined by the County for connection of the City Water System to the County Water System.

B. *Water Purchase*. During each quarter of the one-year Transition Period described in Article II above, the County shall purchase a percentage of 11 million gallons of water which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory accounts, the County shall purchase at least 5.5 million gallons during the next three month period.) Following the Transition Period, the County shall purchase no less than 11 million gallons of Water Service from the City. If following the Transition Period, the County purchases less than 11 million gallons of Water Service from the City, then the County shall remit to the City the monetary difference between what was purchased and what is owed at the end of the year, within thirty (30) days of the close of the calendar year.

C. *Sewer Rates*.

1. *Retail Sewer Rates*. The City shall provide Sewer Service in the City's Service Area at a uniform rate (inclusive of all fees and charges) charged to both incorporated and unincorporated area customers served by the City. Retail sewer rates (inclusive of all fees and charges) charged on unincorporated area sewer customers of the City shall not increase or decrease by more than the same percentage as the rates (inclusive of all fees and charges) are increased or decreased by the City to its incorporated area customers. (For instance, if the City raises its said rates by 10% on incorporated area customers, then the City may only raise said rates it charges to the unincorporated area customers by a maximum of 10%.) At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Additional written notice must be provided to the County immediately

after the rate increase has been adopted by the City Council. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

2. *County Sewer Rates*. The City shall provide Sewer Service to the County through one or more master meters installed by the County at the wholesale rate of $4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be $4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City may increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Additional written notice must be provided to the County immediately after the rate increase has been adopted by the City Council. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

D. *Audits.* The City's revenue derived from rates (inclusive of fees and charges) assessed on the unincorporated area ratepayers in the unincorporated areas may be reviewed annually by the County's designated independent auditors to ensure that rates have been set and revenues receipted in accordance with this Agreement. The City consents to this audit and will cooperate with the auditor. The cost of the external auditor's review shall be borne by the County. Said auditors may be directed by the County to provide a certified statement to the Parties as to whether the City is in compliance with this Agreement. If the City is not in compliance, said auditors shall specify the areas of non-compliance and recommend steps needed to achieve compliance. The County shall allow the City thirty (30) days after providing the City with written notice of non-compliance to cure. The City's failure to cure non-compliance within 60 days after being provided notice of non-compliance shall constitute a breach for which the County may seek any and all remedies allowed by law.

ARTICLE IV – MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to water and sewer services. After much productive discourse and review of the circumstances, both Parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either Party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the Effective Date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the Effective Date of this Agreement.

ARTICLE V – DURATION OF AGREEMENT

A. *Term.* This Agreement shall have a term beginning on the Effective Date and extending to February 28, 2040. The Effective Date shall occur on the day the last party to this Agreement approves this Agreement on its minutes ("Effective Date"); provided however, adoption by each Party must occur or before February 1, 2020.

B. *Effect of Expiration, or Termination.* If this agreement is terminated or expires, then the City shall continue to provide the services contemplated in this Agreement for one additional year at the rates set by this Agreement ("Final Year"). Thereafter, the City shall cease to provide said services within the unincorporated areas, unless otherwise provided by law or a new agreement is reached with the County. In the absence of legal authority that compels a different outcome or a new agreement with the City, the County shall take over providing said services in the unincorporated areas at the end of the Final Year. Prior to the end of the Final Year, the City shall convey to the County the then-existing accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service or Sewer Service to customers in the unincorporated areas ("Unincorporated Area Systems"); and the County shall compensate the City for the value of the Unincorporated Area Systems.

1. The value of Unincorporated Area Systems may be determined by agreement of the Parties within sixty (60) days of the beginning of the Final Year. If agreement as to value cannot be reached, then the value of Unincorporated Area Systems shall be determined by a panel of three (3) appraisers. By the ninetieth (90^{th}) day of the Final Year, the City and County shall each appoint one appraiser to the panel and the two appointed appraisers shall choose the third appraiser by the one-hundred and twentieth (120^{th}) day of the Final Year. If the two appointed appraisers cannot agree by the one-hundred and twentieth (120^{th}) day then the Chief Judge of the Ocmulgee Judicial Circuit shall appoint the third appraiser by the one-hundred fiftieth (150^{th}) day of the Final Year. The appraisers must be licensed appraisers in the State of Georgia. The Parties agree to submit to the panel any and all information, not covered by a state statutory privilege, as requested by the panel. The majority of the panel shall determine and set the value of the Unincorporated Area Systems after hearing from the Parties and considering whatever information may have been submitted by the Parties or discovered by the panel, but also factoring in depreciation and the source of the

funds spent installing or improving said lines and infrastructure. Such determination shall be made and provided to the Parties by written notice on or before the one-hundred and eightieth (180th) day of the Final Year. The costs associated with the panel and its duties shall be divided equally between the Parties.

2. The Parties agree to accept the panels' determination of value and waive any challenges thereto except where there is a showing that a panel member has a direct conflict of interest or there has been manifest corruption. Such a challenge must be filed in Superior Court of the County within ten (10) days of the written notice of value. If no challenge has been filed, the value shall be final. If a challenge has been filed, the parties agree that challenge shall be heard by a judge within thirty (30) days of filing. If the judge finds a direct conflict of interest or manifest corruption, the judge shall assign the determination of value of Unincorporated Area Systems to an objective, qualified special master who did not serve on the panel. The special master shall hold an evidentiary hearing on the value of the Unincorporated Area Systems. The Parties agree and consent that the special master's finding shall be final and not subject to appeal. The Parties also agree and consent to limit all discovery to no more than sixty (60) days and submit to expedited hearings and rulings thereafter.

3. This paragraph (2) shall survive expiration or termination of this Agreement.

ARTICLE VI – MISCELLANEOUS

A. *Notices*. All notices shall be sent by certified mail, return receipt requested, or by personal delivery, to the following designated recipients on behalf of the City and County:

1. Notices to the City shall be sent to the Mayor with a copy to the City Manager, the City Attorney, and head of the Water and Sewer Department; and
2. Notices to the County shall be sent to the Chairman of the Board of Commissioners with a copy sent to the County Manager, the County Attorney, and head of the Water and Sewer Department.

B. *Time*. Where a duration is set forth in this Agreement, time for action will be of the essence and a failure to act with in a designated time shall constitute waiver at the discretion of the party which did not fail to act. The counting days shall be based on calendar days; and if the final day of a designated period falls on a weekend or state holiday, the period for action shall be extended to the calendar day immediately following the weekend or state holiday.

C. *Breach/Disputes*. Where a Party is alleged to have breached this Agreement, the non-breaching Party must provide advance notice of the alleged breach and allow thirty (30) days for the other Party to cure the alleged breach. If the alleged breaching Party fails to

cure, the non-breaching Party may pursue mediation hereunder. In the event a dispute arises regarding this Agreement, any party must seek to resolve the dispute by providing formal notice to the other party of such intent. In the event the dispute cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from said notices, any party may file the appropriate petition in the Superior Court of Baldwin County.

D. *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 and Amendment or any other form or agreement associated with the County and the City's Service Delivery Strategy, which shall remain in full force and effect.

E. *Merger*. 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 oral agreements between the Parties.

F. *Applicable Law.* Unless otherwise stated in this Agreement, the laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

G. *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.

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

I. *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.

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

The Mayor and Alderman of the City of Milledgeville

By:_____
Mayor

Attest: _____

Baldwin County, Georgia

By:_____
Chairman, Board of Commissioners

Attest:_____

City Clerk

Date of Approval: _____

[seal]

County Clerk

Date of Approval: 1-31-2020

[seal]

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF LIBRARY SERVICES

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and among the Twin Lakes Library System acting by and through its Board of Trustees (hereinafter "Twin Lakes"), Baldwin County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"); and City of Milledgeville, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "City"). In addition, Twin Lakes, County and City may be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the City, County, Twin Lakes do hereby declare that it is in the best interests of the citizens and library patrons of Baldwin County, Georgia that the provision of library services be provided and funded through February 28, 2030, as set forth in this Agreement; and

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 – PROVISION OF SERVICES

Twin Lakes agrees to provide customary public library services as it has in the past, as authorized by state law, and as described herein to the citizens of the incorporated and unincorporated areas Baldwin County, Georgia, including but not limited to, maintaining and operating the Mary Vinson Memorial Library located on South Jefferson Street in the City, the Hancock Branch Library located on East Hancock Street in the City and the Lake Sinclair Library located on Log Cabin Road, or at some other geographic locations in the unincorporated area of the County approved by the County Board of Commissioners ("Library Services"). Said libraries shall be open to the public on an equal basis and provide full library capabilities, as Twin Lakes may budget annually, which should include, but is not limited to, books, audio and visual materials, computers with access to the internet and research databases and printers for public use. The parties agree that existing libraries may be repaired and additional library facilities may be built or otherwise provided in Baldwin County and/or the City of Milledgeville through the use of the "Capital Improvements Fund for the Twin Lakes Library System," as that Fund is described below, and with donations, grants or other revenues secured by Twin Lakes.

ARTICLE II – FUNDING FOR PROVISION OF SERVICES

In exchange for Twin Lakes providing Library Services, the City and County agree to fund Twin Lakes under the following terms and conditions.

1. In addition to the governmental funding contemplated herein, Twin Lakes shall continue to fund and provide Library Services at the Lake Sinclair Library, the Mary Vinson Memorial Library, the Hancock Branch Library, and any future library facilities through the receipt of state funds, grants, donations, fines, and other sources of revenue.

2. The County shall solely provide the local government funding for the individual budget for Lake Sinclair Library.

3. The County shall fund fifty-eight percent (58%) and the City shall fund forty-two percent (42%) of the local government funding for the individual budgets for Mary Vinson Memorial Library and the Hancock Branch Library.

4. If a new library facility is constructed in the City, then the City shall solely provide the local government funding for the individual budget for such new facility.

5. If a new library facility is constructed in the unincorporated area of the County, then the County shall solely provide the local government funding for the individual budget for such new facility.

6. All such funding from the County and City for Twin Lakes shall be paid from the general funds of the County and City, respectively.

7. Twin Lakes agrees to bill annually for payment by equal monthly installments the County and the City their respective amounts at the same time and to provide a copy of each Party's bill to the other Party along with a copy of the annual budget approved by the Board of Trustees for Twin Lakes. Payment shall be made at such times as to allow their receipt and deposit before the 10th day of the month due.

8. The Parties agree the City and County shall retain their right to each appoint three (3) representatives to the Board of Trustees for the Twin Lakes Library System and said board shall not be expanded beyond eight (8) total members.

9. To facilitate the improvement and expansion of the Twin Lake Library System, the County and City will create and maintain separate Capital Improvements Funds for the Twin Lakes Library System ("Funds"). The County shall deposit $96,000.00 per fiscal year from its general fund over the term of this agreement (representing a total amount over the term of $960,000.00) into the two Funds, with three-fourths (3/4) of the deposit being made to the City's Fund to provide capital improvement expenditures designated and completed through a partnership between Twin Lakes and the City; and one-fourth (1/4) of the deposit being made to the County's Fund to provide capital improvement expenditures designated and completed through a partnership between Twin Lakes and the County. There is no requirement for 100% of the monies deposited into the separate Funds to be expended during the same year they are allocated. The Funds shall be used solely for capital improvement expenditures (defined as an asset or improvement that must have a useful life of at least two (2) years and have a total minimum cost of $10,000.00), repairs to the Twin Lakes Library facilities as they currently exist, or for construction or lease of future facilities. Fund balances at the end of the term shall not be obligated hereunder and shall be transferred to either the County or City's respective general fund, as applicable. The City and County's respective allocations of the Funds may be pledged in order to receive grants. The Funds and the Parties' expenditures of their respective Funds shall be audited

(unofficially) on an annual basis to ensure that the correct appropriations were made and allocated and that the expenditures were spent only as provided herein. Monies not spent in accordance with this provision shall be refunded in full by the City or County which designated the project for funding.

ARTICLE III – DURATION OF AGREEMENT

This Agreement shall have a term beginning on the effective date and extending to February 28, 2030. The effective date shall occur on the day the last party to this Agreement approves this Agreement on its minutes; provided however, adoption by each Party must occurred on or before February 7, 2020.

ARTICLE IV – 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.

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 oral 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; and each Party warrants that the person signing on behalf of such Party has the authority to so bind such Party.

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

City of Milledgeville, Georgia

_____
Mayor

Attest: _____
City Clerk
[seal]

Baldwin County, Georgia

_____
Chairman, Board of Commissioners

Attest: _____
County Clerk
[seal]

Twin Lakes Library System

_____
Chair

Attest: _____
Secretary
[seal]