



**BALDWIN COUNTY COMMISSIONERS
REGULAR MEETING**

July 18, 2023

1601 N Columbia St, Suite 220

6:00 P.M.

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Bandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Regular Meeting to order at 6:00 p.m.

INVOCATION

Deacon Alfonzo Havior delivered the Invocation

PLEDGE OF ALLEGIANCE

Vice Chairman John Westmoreland led the Pledge.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to include an update on SPLOST by the County Attorney.

PRESENTATIONS

Create Inc. — Ms. Toyia Barnes, Program Director expressed her appreciation for the opportunity to introduce herself and present information on type programs are offered by CREATE, Inc. She stated CREATE is Center for Recreation, Education, Arts, Technology and Enterprise. She discussed some of the programs provided including cycling club, music club, cooking classes, anime club and the financial literacy. She said the cycling club is for long distance riding, competitive rides and leisure rides. CREATE, Inc. organizes rides in Georgia and participate in rides in other states such as New York, Oklahoma, Virginia, North Carolina and Alabama. She reported the club will be going to Jamaica in November. The long distance cycling events are also connected to some type educational program where participants visit historical sites and other places of interest. A recent graduate who has been involved in CREATE programs for many years testified as to what CREATE has meant to him. Ms. Barnes asked that if anyone knows of someone who would like to participate in any of the programs to please refer them to CREATE.

Development Authority — Director Jonathan Jackson stated he had placed a survey at each Commissioner's seat and asked Commissioners to complete the survey. He reported the survey will let him and the Development Authority Board know how officials feel about the direction economic development is heading. Mr. Jackson stated Baldwin County was chosen by the

University of Georgia to be a Propel Community. This is a two year program where the University helps Baldwin County formulate, refine and implement a strategic plan.

Mr. Jackson presented information on the MGEA website that provides information about jobs throughout the eleven-county area including location and type of job. He encouraged everyone to make others aware of the website in order to take advantage of this important employment tool when searching for a job.

APPROVAL OF MINUTES

Commissioner Henry Craig made a motion to approve the minutes of the June 20, 2023 Joint Meeting, June 20, 2023 Regular Meeting and June 26, 2023 Planning Retreat as submitted. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

ADMINISTRATIVE 1 FISCAL MATTERS

Housing and Urban Development (HUD) Entity and Official Designations

County Manager Carlos Tobar presented a Resolution to appoint a certifying officer and environmental officer for all activities associated with the environmental review process as required by HUD for the grant award for the conversion of the Collins P. Lee Community Center into a library. He stated the Board of Regents of the University System of Georgia is the recipient; however, the County is required to be the responsible entity for environmental compliance associated with the project and to designate a certifying officer who will be responsible for conducting the environmental review process for the project. He stated this is a requirement of the grant award. Through adoption of the Resolution, the Board appoints and designates County Manager Carlos Tobar as the certifying officer as well as the environmental officer. Commissioner Henry Craig made a motion to approve the Resolution as presented. Commissioner Kendrick Butts 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 -1-a-q and -12'

Fiscal Agent Agreement and Workforce Innovation and Opportunity Act (WIOA) Grant Award

Assistant County Manager Dawn Hudson presented a Contract Service and Financial Agreement between Baldwin County and the Executive Committee of Chief Elected Executive Officials for Middle Georgia Workforce Development Area 1 1 and the Workforce Development Board of and for the Middle Georgia Workforce Development Area 1 1 and the Middle Georgia Consortium. The Agreement is the annual agreement for Baldwin County to facilitate all grant awards under the Workforce Innovation and Opportunity Act and to serve as fiscal agent for the period July 1, 2023 through June 30, 2024 in an amount not to exceed \$160,000.

Assistant County Manager Hudson presented a grant award for the youth program for the period April 1, 2023 through June 30, 2025. She reported the total award is \$446,588 and the County will serve as fiscal agent for the award.

Commissioner Sammy Hall made a motion to approve the Contract Service and Financial

Agreement as presented, to accept the grant award for the youth program in the amount of \$446,588 and to authorize the Chair to sign related documents. Commissioner Henry Craig seconded the motion and it passed unanimously.

Millage Rate Calendar

Assistant County Manager Hudson presented the 2023 Millage Rate Calendar. She stated assessment notices were mailed June 1, 2023, the millage rate is anticipated to be set on August 22, 2023, mail tax bills will be mailed on September 15, 2023 and taxes would be due November 15, 2023. She indicated the Tax Assessor will be working to get final digest numbers to the Tax Commissioner and the Board of Commissioners by July 15, 2023 in order to meet this schedule.

Transportation Special Purpose Local Option Sales Tax (TSPLOST) Referendum Resolution

County Manager Carlos Tobar presented the TSPLOST Intergovernmental Agreement (IGA) with the City of Milledgeville which includes minor changes to the IGA that the City previously voted on. He stated the changes are to Section 5(b) which he read and discussed. The County road list — Exhibit A is made a part of the IGA and the City included the statement that potential road resurfacing projects within the incorporated area of the City will be based on the City's street rating list as periodically updated and posted on the City's website. The section also states that in the event the actual net proceeds of the TSPLOST are insufficient to fully fund the actual cost of all or some of the transportation projects outlined herein or in Exhibit A or as part of the referenced street rating list, each party shall have sole discretion to reduce the scope of or abandon altogether any transportation projects or purposes.

County Manager Tobar stated the County's list of roads, Exhibit A, is organized by length of each road. Commissioners discussed how Exhibit A should be organized to best inform citizens of how TSPLOST funds will be spent.

Commissioner Henry Craig made a motion to approve the TSPLOST Intergovernmental Agreement as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

County Manager Tobar presented the Resolution to impose a one percent Transportation Special Purpose Local Option Sales Tax (TSPLOST) subject to referendum approval and to specify the purposes for which the proceeds are to be used and expended. The Resolution also specifies the maximum time period the sales and use tax will be imposed, authorizes the Election Superintendent to call an election of voters to approve the imposition of such tax and to approve the form of ballot to be used in such election.

Commissioner Sammy Hall made a motion to adopt the TSPLOST Resolution as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Resolution and Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax are herewith attached and made an official part of the minutes at _____ and 1.3/—.

County Attorney Brandon Palmer presented an update on the Special Purpose Local Option Sales Tax (SPLOST). Mr. Palmer stated Georgia law only allows SPLOST revenue to be spent on property owned by a city, county, local authority or the State of Georgia. At the time the project list was approved the County was under the mistaken belief that a government entity still had possession of the property on which the Capital Museum is located. However, after the referendum was approved, the County learned that the Capital Museum property is not owned by any such government entity. He recommended the Board vote not to spend revenues collected in the 2023 SPLOST on the Capital Museum Improvement Project. He stated he and County Manager Tobar met with Museum staff prior to this meeting to explain the law to them.

Vice Chairman John Westmoreland made a motion that the County not spend revenues collected in the 2023 SPLOST on the Capital Museum Improvement Project. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Attorney Palmer reported he had prepared a statement on the County's behalf to address the situation. Mr. Palmer read the statement clarifying the expenditures of SPLOST revenues as required by law.

Land Bank

County Manager Tobar presented an Intergovernmental Contract between the County and the City for the Land Bank. Mr. Tobar stated minor revisions to the contract requested by the City are the makeup of the Board of Directors which now is comprised of five members appointed by the County Commissioners and four members appointed by the City and the language relating to non-profits. Mr. Tobar reported the Intergovernmental Contract has been approved by the City and signed by the Mayor. He also presented a Resolution to establish and create the Baldwin County Land Bank; to approve the Land Bank Contract pertaining to the creation and operation of the Baldwin County Land Bank and for other purposes.

Commissioner Henry Craig made a motion to adopt the Land Bank Resolution and Intergovernmental Contract as presented. Vice Chairman Westmoreland seconded the motion and it passed unanimously.

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

Old Business

Commissioner Butts requested that whenever there is a major project such as the project on Shanna Drive that notification be given so the citizens may be more informed about the details such as length of project. Vice Chairman Westmoreland requested an update on the Meriwether Convenience Center. County Manager Tobar responded that the three safety projects must be completed prior to crews beginning work on the Center. Vice Chairman Westmoreland asked if plans have been completed on the project. County Manager Tobar responded he had the plans and would be happy to show them to Commissioners.

New Business

Chair Davis recognized Mr. Mark Tolbert and expressed appreciation to him for picking up litter in his neighborhood and for his efforts to Keep Milledgeville Baldwin Beautiful.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented an update on County activities / projects to include: Courthouse renovation; the environmental process for the memorial library; Coopers water line replacement; Allenwood pipe replacement; and the upcoming bid opening for the CDBG sewer line replacement; road resurfacing on Union Hill Church Road; Oconee Heights Streetscape; contract execution of PAPI replacement; terminal apron, east apron and lower west ramp expansions; airport multipurpose path; flock cameras sole source procurement and final budget submission; submission of final budget for training equipment; Harrisburg Park Improvements and government park request for proposals due on Friday; contract for construction administration for the aquatic center signed; broadband; solid waste; scrap tire amnesty day to be held August 19th ; CHIP grant housing contracts to be signed on Monday, July 24th ; property to be given through Land Bank to Habitat for Humanity.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Mr. Ed Powelski, 121 Tara Place, addressed the Board requesting information on whether there is a sewer system in the Plantation Subdivision; and if so, will residents be allowed to tap into the line.

Mr. Craig Smith, 113 Allenwood Circle addressed the Board expressing concerns regarding an animal control situation at 930 West Montgomery Street.

Mr. Alfonzo Havior addressed the Board requesting information on a 2008 CDBG grant for drainage and street improvements. He stated the Greater Mt. Zion Church gave an easement for the project, and a large hole was left there not covered up. He requested information on why this was not completed with the grant funds.

Ms. Susan Henson, 122 Jackson Road, addressed the Board requesting that the County notify citizens when crews are going to be working on right of ways so that property owners can remove plants, etc. so they will not be destroyed by the work being done. She also stated a fire hydrant is needed in Scottsboro.

Ms. Pam Peacock, 196 Montego Bay Road, addressed the Board regarding Short Term Vacation Rentals in her neighborhood. She stated there is increased noise, trash, traffic and more visitors than should be allowed in one dwelling. She asked the County to look into these type rentals which invading neighbors.

EXECUTIVE SESSION

Commissioner Sammy Hall made a motion to adjourn into Executive Session at 7:15 p.m. to discuss litigation. Commissioner Kendrick Butts seconded the motion and it passed unanimously.


RECONVENE REGULAR MEETING

Commissioner Kendrick Butts made a motion to reconvene the Regular Meeting at 7:40 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:40 p.m. Commissioner Henry Craig seconded the motion and it passed unanimously.

Respectfully submitted,


Emily C. Davis
Chair


Cynthia K. Cunningham

County Clerk

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Cynthia K. Cunningham

RESOLUTION

A RESOLUTION TO APPOINT THE CERTIFYING OFFICER AND ENVIRONMENTAL OFFICER FOR ALL ACTIVITIES ASSOCIATED WITH THE ENVIRONMENTAL REVIEW PROCESS AS REQUIRED BY FEDERAL REGULATIONS FOR A PROJECT FUNDED BY CONGRESSIONALLY DIRECTED SPENDING GRANTS FROM THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, the Board of Regents of the University System of Georgia has been named a recipient of a congressionally directed spending grant of funds ("Grant") from the U.S. Department of Housing & Urban Development ("HUD");

WHEREAS, the Grant will provide funds for a project in the County to convert the Collins P Lee Community Center into a state of the art library (the "Project");

WHEREAS, 24 CFR Part 58 requires the County to be the Responsible Entity for environmental compliance associated with the Project;

WHEREAS, 24 CFR Part 58 requires the County, as the Responsible Entity, to designate a Certifying Officer to ensure compliance with the National Environmental Policy Act (NEPA) and to ensure that compliance with all federal laws and authorities have been achieved;

WHEREAS, 24 CFR Part 58 requires the County, as the Responsible Entity, to designate an Environmental Officer who will be responsible for conducting the environmental review process associated with the Project;

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the citizens of the County to designate County Manager Carlos Tobar as the Certifying Officer and Environmental Officer for the Project in accordance with 24 CFR Part 58; and

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Appointment of Certifying Officer. The Board of Commissioners hereby appoints and designates County Manager Carlos Tobar as the Certifying Officer, to ensure compliance with the National Environmental Policy Act (NEPA), all applicable federal laws and authorities, and all other duties and responsibilities required to be performed

by the Certifying Officer in accordance with the Project and the Grant.

3. Appointment of Environmental Officer. The Board of Commissioners hereby appoints and designates County Manager Carlos Tobar as the Environmental Officer responsible for conducting the environmental review, all tasks related thereto, and all other duties and responsibilities required to be performed in accordance with the Project and the Grant.
4. Other Actions Authorized. The County Manager shall be authorized to take any other action necessary or reasonably required to carry out, give effect to, and consummate the appointments of Certifying Officer and Environmental Officer, and to take all action necessary in conformity therewith.
5. Severability. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
7. Effective Date. This Resolution shall take effect immediately upon its adoption.

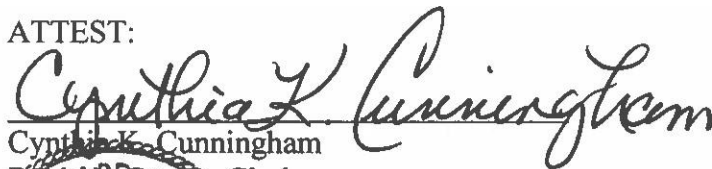
SO RESOLVED, this day of July, 2023.

BALDWIN COUNTY, GEORGIA

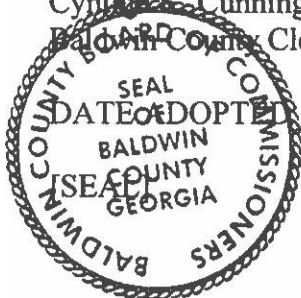


Honorable Emily C. Davis
Chair, Baldwin County Board of Commissioners

ATTEST:



Cynthia K. Cunningham
Baldwin County Clerk



7-18-23

A RESOLUTION TO IMPOSE A ONE PERCENT TRANSPORTATION SPECIAL SALES AND USE TAX, SUBJECT TO REFERENDUM APPROVAL; TO SPECIFY THE PURPOSES FOR WHICH THE PROCEEDS OF THE SALES AND USE TAX ARE TO BE USED AND MAY BE EXPENDED; TO SPECIFY THE ESTIMATED COST OF THE PROJECTS WHICH WILL BE FUNDED FROM THE PROCEEDS OF THE SALES AND USE TAX; TO SPECIFY THE MAXIMUM PERIOD OF TIME THE SALES AND USE TAX WILL BE REIMPOSED; TO AUTHORIZE THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF BALDWIN COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; TO APPROVE THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, (the "Act") authorizes the imposition of a one percent (1%) transportation special purpose local option sales and use tax ("TSPLOST") for transportation purposes and projects by the county, municipalities within the county, or both the county and such municipalities; and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") has determined that it is in the best interest of the citizens of Baldwin County, Georgia, (the "County") that a one percent TSPLOST be imposed in a special district within the County to raise approximately \$45,000,000.00 for transportation purposes and projects (the "Projects") and for other purposes permitted by the Act; and

WHEREAS, the Board of Commissioners delivered a written notice (the "Notice") to the Mayor of the City of Milledgeville (the "Municipality") regarding a joint meeting to discuss possible projects and purposes for inclusion in the TSPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the Municipality met and discussed the possible projects for inclusion in the referendum; and

WHEREAS, the parties met together on June 20, 2023 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of O.C.G.A. 48-8-262(a)(2); and

WHEREAS, the County has entered into an intergovernmental agreement with the Municipality (the "Agreement") as authorized by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to which the County and the Municipality have agreed that the proceeds of the TSPLOST, if authorized, shall be used to finance certain transportation purposes and projects within both the unincorporated and incorporated areas of the County as permitted by the Act and as hereinafter set forth for the benefit of the citizens of the County; and

WHEREAS, pursuant to the provisions of the Act, it is necessary to submit to the qualified voters of Baldwin County the question of whether or not said TSPLOST shall be imposed for the permitted purpose set forth in the notice of election;

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

Section 1. There is hereby imposed within the special district of Baldwin County ("Special District") a transportation special purpose local option sales and use tax at the rate of one percent (1%), subject to approval by a majority of the qualified voters residing within the territorial limits of Baldwin County voting in the referendum called in Section 2 hereof, for a maximum period of time of five years, for the purposes of providing funds to pay the costs of the transportation projects and purposes listed on the attached Exhibit "A."

Section 2. As required and permitted by the Act:

- (a) The proceeds of such special sales and use tax are to be used to finance the projects and purposes listed in the attached Exhibit "A"; and
- (b) Such sales and use tax is hereby authorized to be imposed for a period of time beginning April 1, 2024, and continuing for a period not to exceed five years thereafter; and
- (c) The estimated cost of the capital outlay projects to be funded from the proceeds of such sales and use tax is \$45,000,000.

Section 3. There is hereby authorized to be called and there is hereby called an election to be held in all the precincts in Baldwin County, on the 7th day of November, 2023, for the purpose of submitting to the qualified voters of Baldwin County the question of whether or not a transportation special purpose local option sales and use tax should be imposed within the Special District, for a maximum period of time of 5 years, for the purposes of providing funds to pay the costs of the transportation projects and purposes listed on the attached Exhibit "A."

Section 4. The ballot to be used in the election shall have written or printed thereon the question to be determined by the voters, to-wit:

"Shall a special one percent (1%) sales and use tax be imposed in the special district consisting of Baldwin County for a period of time not to exceed five years and for the raising of an estimated amount of \$45,000,000 for transportation purposes?"

The ballot shall have printed thereon the word "YES" and the word "NO" in order that each voter may vote in either the affirmative or the negative as to the question propounded. The polls in each of the precincts within Baldwin County shall be opened at 7:00 a.m. and closed at 7:00 p.m. on the day fixed for the election, and the election shall be held at the regular and established places for holding elections in Baldwin County. The election shall be held in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

Section 5. The County Clerk is hereby ordered and directed forthwith to furnish the Superintendent of Elections of Baldwin County with a duly certified copy of this resolution in

order that the Superintendent of Elections may take such action in the premises as provided by law.

Section 6. The Board of Elections of Baldwin County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for four weeks immediately preceding the date of the election.

Section 7. 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 TSPLOST.

Section 8. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 9. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

Section 10. The Resolution shall take effect immediately upon its adoption.

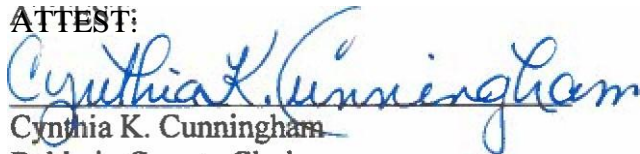
SO RESOLVED, this day of July, 2023.

BALDWIN COUNTY, GEORGIA



Honorable Emily C. Davis
Chair, Baldwin County Board of Commissioners

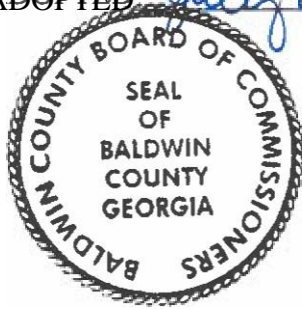
ATTEST:



Cynthia K. Cunningham
Baldwin County Clerk

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DATE ADOPTED July 18, 2023



[SEAL]

Exhibit A
Project List

- BALDWIN COUNTY — Transportation purposes and projects for the use and benefit of the citizens of Baldwin County at an estimated cost of \$29,250,000 consisting of:

(A) Road, street, and bridge purposes, and all accompanying infrastructure and services necessary to provide access to these transportation facilities; for example, acquisition of rights of way, construction, renovation, and improvement of roads, including resurfacing, relocation of utilities, improvement of surface-water drainage, and patching, leveling, milling, shoulder preparation, base repair, culvert repair, and other repairs necessary for their preservation, and all other purposes allowed by law. At least 30 percent 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.

(B) The list of roads and streets that shall be resurfaced during the imposition of the TSPLOST, subject to the parties receiving sufficient net proceeds of the TSPLOST include:

Road Name:	From:	To:	Length miles :
Old Monticello/Nelson Rd			1 1.200
Meriwether Road			5.040
Harmon Church Road	Dee ste Road	New Pavement	4.480
Petti rew Road	Hamsbur Road		3.360
Nelson Road		Old Monticello Road	3,310
Lakeview Drive	Lakeshore Circte	Cul-de-sac	3,300
Prosser Road	Dee ste Road	Coun Line	3.180
Lake Laurel Road	H 22	Jule In ram Road	3,100
Lo Cabin Road	H 441	North Jefferson St	3.030
Coun Line Church Road	H 49	Pancras Road	2.920
Pancras Road	Coo ers Road	Union Hill Church Rd	2.850

Cox Road	Old Monticello Road	Nelson Road	2.780
Allenwood SID			2.780
Mt Pleasant Church Road		Coun Line	2.600
Green Acres SID	Allen Memorial Drive	Ive Drive	2.570
Gre stone Subdivision	L Cabin Road	Cul-de-sac	2.220
Cove Road		Salem Church Road	2.160
Northwoods Drive	H 441	Dead End	2.020
Forrest Valie Drive	Pancras Road	H 243	2.010
Parham/Goodwin Road	M rick Road	Cul-de-sac	1,940
Torrance Road	Thomas Coo r Rd	Pancras Road	1,900
Coo ers Road		Dead End	1.840
Little Road		Dead End	1,734
Erin Shores Drive	Rid e Road	Dead End	1.65
Browns Crossin Road	H 22	Lawrence Road	1.636
Sinclair Dam Road	L Cabin Road	Dead End	1.590

Me Drive	Litle Road	Dead End	1.590
Harrisbur Road	Allen Memorial Drive	Irwinton Road	1.590
Collins Road	Little Road	Cul-de-sac	1.550
Shana Drive	Allen Memorial Drive	Allen Memorial Drive	1.500
Fox Hill Road		Dead End	1.500
Kenan Drive		Dead End	1.500
Lin old Road		Browns Crossin Rd	1.400
Oconnor Drive		Dead End	1.350
South/North Main Street	Efin ham Road	5th Street	1.340
Lakecrest Drive	Corral Road	Cul-de-sac	1.290
Hudson Drive	L Cabin Road	Jo ner Road	
Pine Cone Road	Stewart Drive	Cul-de-sac	
State Dai Farm Road	H 49	C Limits	
Ennis Road	Stembrid e Road		
Su arber IRollins/Prin.	Lovers Lane	Cul-de-sac	1.090
Hi hvie w Road	Pebble Hill Road	Dead End	1.060
Grace Weaver Road	McCullar Weaver Rd	Cove Road	1.040
Lake rt Road		Dead End	1.020
Ellis Mill Road	Jule In ram Road	Dead End	0.980

Penninton Road	Pine Cone Road	Dead End	0.970
Indian Island Drive	H 24	Dead End	0.960
Forrest Hill Road	H 49	Dead End	0.940
Howe" Church Road	Horace Veal Road	49	0.940
J.M. Walker Road	Prosser Road	Dead End	0.930
Laverne CircleNanderbilt Dr	Harrisbu Road	Dead End	0.880
Waits Road	Stewart Drive	Dead End	0.870
Carrs Station Road	H 22	Coun Line	0.847
Brit Waters Road			0.844
Lee Street	Lee Drive	Davis Street	0.833
Tan a/Lee Lane	Lake Laurel Road	Dead End	
Sportsman Club Road	H 441	Dead End	0.780
Sterlin Road	Lair Road	Dead End	o. 760
Forte Drive	Meriwether Road	Cul-de-sac	0.740
Jesse ScoWRoberts Wa		Dead End	0.738
Power Point Road	Sterlin Road	Dead End	
Baum Ba Drive	Dead End	Cuk:ie-sac	0.700
Felton Drive		Shana Drive	0.680
Turtle Shoals Road	Lake Laurel Road	Cul-de-sac	0.670
Bentle Drive		Dead End	0.670
Jenkins Averrowns Ct	Youn blood Road	Youn blood Road	0.646
Coo ers Church Road	Be Road	Torrance Road	0.630
Cla Potte Road		Cukie-sac	0.630
Chico Road	Kildeer Road	Dead End	0.620
Parham Drive	M rick Road		0.576
Woods Drive		Coo rs Road	0.550
Le rechaun	Erin Shores Drive	Dead End	0.540
Park Avenue	Swint Avenue	Thomas Street	0.520
Nanc Branch Road	Corral Road	Lakecrest Drive	

GMC Road	Lo Cabin Road	Dead End	0.490
Botnet Road	Pine Cone Road	Cul-de-sac	0.470
Woodland Drive	Hwy 243	Forest Valle Drive	0.460
Emmanuel Harris Road	Nth Jefferson Street	Dead End	0.457
Sidne Butts Road	H 24	Dead End	0.450
Florence Road	Bass Road	Baum Ba Drive	0443
Ramona Drive	Shana Drive	Shana Drive	0.420

Jackson Drive/Road			0.420
Jackson Drive/Road			
Lero Oliver Drive	Allen Memorial Drive	Shana Drive	0.418
Hardwick Street	Linden Court	4th Street	0.410
Villa e Wa /Ca tains Ct	Penn Lane	Cul-de-sac	
Deacon J Simmons Road	Harrisbu Road	Lavern Circle	0.390
Ste hanie Lane	Dead End	Dead End	0.385
5th Street	Irwinton Road	Railroad Drive	0.380
Neal s Wa	Roberts Road	Cul-de-sac	0.370
South Jefferson Street	Home Ave	The Manor	0.362
Irb Street	Allen Memorial Dr	Dead End	0.360
S ortsman Trail/Drive	Cul-de-sac	Cul&-sac	0.360
Ber Road	Coo rs Road	Thomas Coo er Rd	0.360
Bass Road	Nth Jefferson Road	Bass Boat House	0.355
Benson Adams Road		Dead End	0.350
Richard Drive	Marion Street	Jo Street	0.340
Marion Street	Thom son Circle	Youn blood Road	0.310
Kni ht Circle	Kni ht Drive	Ta lor Drive	0.300
Crestwood Drive	Hwy 243	Dead End	0.300
Killin s Avenue	Harrisbur Road	Dead End	0.290
Bell Avenue	Swint Avenue	South Elbert Street	0.280
Hubbard Drive		Cul-de-sac	0.280
Kildeer Road	Chico Road	Dead End	0.280
Briscoe/Dixon Road	Woods Drive	Thomas r Road Coo	0.270
O letho Avenue	Allen Memorial Drive	3rd Street	0.270
Crestview Avenue	Allen Memorial Drive	Dead End	0.270
Railroad Street/Drive	5th Street	Dead End	0.264
Ellis Street	Irb Street	Dead End	0.260
Gordon Avenue		Dead End	0.246
Wri ht Street	Thomas Street	Linden Court	0.241
Vesti e Road	Carrs Station Road	Dead End	0.230
Thomas Street	Wolverine Street	Hardwick Street	0.225
S ortsman Circle	S rtsman Club Rd	S rtsman Club Rd	0.220
Central Avenue	1 st Street	Dead End	
Presswood Street	Harrisbur Road	Cul-de-sac	
Lin old Drive	Colon Farm Road	Dead End	0.200

Newton Drive	Harrisbur Road	Dead End	0.200
Grace Court	Short Cut Road	Cul-de-sac	
Shearwater Road	Chico Road	Dead End	
Hardwood Street	Harrisbur Road	Cul-de-sac	0.180
West Lakeview Lane	West Lakeview Dr	Cul-de-sac	0.166
Chandler Circle	Park Avenue	Park Avenue	0.160
S rtsman Lane	S rtsman Club Dr	Cul-de-sac	o. 160
Ba ood Drive	Harrisbur Road	Cul&-sac	
S rtsman Terrace	Sportsman Club Drive	Cul-de-sac	0.140
Teal Court		Cul-de-sac	0.140
Deer Trail	Comal Road	Dead End	0.140
McDade Drive	Old Williamsburg Road	Cul-de-sac	
Jo ner Road	Marshall Road	Dead End	o, 100
Davis StreetJCourt	Lee Street	Frazier Drive	0.090
Partrid e Road	Baum ba Drive	Dead End	0.090
Willis Street	Woods Drive	Briscoe Road	0.080
Shiloh Avenue	Harrisbur Road	Deacon J Simmons Rd	0.080
Smith Street	First Street	Dead End	0.060
Dud Avenue	Wolverine Street	Park Avenue	0.057

- CITY OF MILLEDGEVILLE — Transportation purposes and projects for the Municipality at an estimated cost of \$15,750,000 consisting of:

(A) Road, street, and bridge purposes, and all accompanying infrastructure and services necessary to provide access to these transportation facilities; for example, acquisition of rights of way, construction, renovation, and improvement of roads, including resurfacing, relocation of utilities, improvement of surface-water drainage, and patching, leveling, milling, shoulder preparation, base repair, culvert repair, and other repairs necessary for their preservation, and all other purposes allowed by law. At least 30 percent 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.

(B)The list of road resurfacing projects within the incorporated area of the Municipality will be based on the Municipality's street rating list as periodically updated and posted on the Municipality's website.

STATE OF GEORGIA

COUNTY OF BALDWIN

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2023 TRANSPORTATION SPECIAL PURPOSE
LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this DAY of July, 2023 by and between BALDWIN COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Baldwin County" or "County"), and the CITY OF MILLEDGEVILLE, a municipal corporation of the State of Georgia (hereafter referred to as the "City"). The County and City shall be jointly referred to hereinafter as the "parties".

WITNESSETH:

WHEREAS, the parties to this Agreement consist of Baldwin County and the City of Milledgeville located within Baldwin County, Georgia; and

WHEREAS, Section 48-8-260, et seq of Official Code of Georgia Annotated ("O.C.G.A.") (the "Act") authorizes the imposition of a single county one percent (1.0%) sales and use Transportation Special Purpose Local Option Sales tax (the "TSPLOST" or "Tax") for capital outlay projects in the special districts created pursuant to O.C.G.A. S 48-8-261(a) which correspond with the geographical boundaries of the counties of the State of Georgia; and

WHEREAS, O.C.G.A. S 48-8-261(b) authorizes the imposition of the TSPLOST for the purpose of generating funds to be used and expended on a capital outlay project or projects, to be owned or operated or both either by the County, the City, or any combination thereof, and O.C.G.A. S 48-8-267 authorizes the distribution of proceeds from the TSPLOST to the County governing authority and City in accordance with an intergovernmental agreement entered into for such purpose; and

WHEREAS, the parties met together on June 20, 2023 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of O.C.G.A. S ~~48-8-262(a)(2)~~; and

WHEREAS, the parties anticipate that Baldwin County will approve and sign a Resolution authorizing the Superintendent of Elections of Baldwin County to call a Referendum on the issue of the imposition of a single county one percent (1.0%) sales and use TSPLOST to begin on April 1, 2024 and to conclude on March 31, 2029; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Baldwin County and the City located within Baldwin County; and

WHEREAS, Article 'X, Section III, Paragraph i of the Constitution of the State provides that, in pertinent part, any County, City or other political subdivision of the State may contract for any period not exceeding fifty years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, for such activities, services or facilities which the County, City or public authority is authorized by law to undertake or provide; and

WHEREAS, in accordance with the Act, the Chairman of Baldwin County, Georgia will approve and sign a Resolution on July 18, 2023 (the "Resolution"), to impose, levy and collect a TSPLOST within the County conditioned upon the approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on November 7, 2023, and said resolution shall be delivered to the Superintendent of Elections of Baldwin County who shall issue a call for the referendum as described in said resolution; and

WHEREAS, the County has determined that at the present time it does not wish to issue any general obligation debt for the County Projects described in this Agreement; and

WHEREAS, the City has determined that at the present time it does not wish to issue any general obligation debt for the City Projects described in this Agreement; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2024 through March 31, 2029 TSPLOST, the Special District shall be known as the boundaries of Baldwin County; and

WHEREAS, the City has certified it is qualified and is eligible to receive distributions of the one percent (1.0%) TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Baldwin County by planning and performing transportation projects within the County and the City; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Baldwin County and the City; and

WHEREAS, the County and the City located within Baldwin County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and the City have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW THEREFORE, for and in consideration of the foregoing and in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

SECTION 1. EFFECTIVE DATE AND TERM OF THE TAX

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Baldwin County to impose a one percent (1.0%) TSPLOST, which shall commence on April 1, 2024, and continue to, through, and including March 31, 2029.

SECTION 2. ADMINISTRATION EXPENSES

Pursuant to O.C.G.A. S 48-8-267, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2024 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the annual audit and the overall program administration, at a minimum. Any County oversight funds that remain from these proceeds after the final audit at the end of the tax shall be redistributed based on the percentages provided under this section. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2024, and ending March 31, 2029, shall be distributed by the State of Georgia to the County, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Section 3. SECTION 3. DISTRIBUTION OF NET PROCEEDS

DISTRIBUTION PERCENTAGES

City of Milledgeville	35%
Baldwin County	65%
 Total	 100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty-Five Million and 00/100 Dollars (\$45,000,000.00) shall represent an estimate of the net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the City of Milledgeville shall amount to thirty-five percent (35%) of the net proceeds distributed by the State, with the remaining sixty-five (65%) of the net proceeds distributed by the State to be received by the County.

(C)The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

SECTION 4. DEFINITION OF AUTHORIZED TRANSPORTATION PURPOSES

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 transportation purposes, as defined in O.C.G.A. S 48-8-260(4) and S 48-8-121.

SECTION 5. PROJECTS

(A) The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement shall include roads, streets, and bridge purposes, and ail accompanying infrastructure and services necessary to provide access to these transportation facilities; for example, acquisition of rights of way, construction, renovation, and improvement of roads, including resurfacing, relocation of utilities, improvement of surface-water drainage, and patching, leveling, milling, shoulder preparation, base repair, culvert repair, and other repairs necessary for their preservation, and all other purposes allowed by law. Exhibit A contains the list of roads and streets that

shall be resurfaced during the imposition of this tax, subject to the parties receiving sufficient net proceeds of the TSPLOST. The estimated dollar amounts allocated for such Transportation Projects and Purposes shall be those amounts attributable to the County and City according to the designated percentage of the total amount of TSPLOST proceeds received. The parties acknowledge and agree that 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. S 32-2-22.

- (B) All Transportation Projects and Purposes described herein or on Exhibit A shall be funded in whole or in part from net proceeds of the TSPLOST as provided in this Agreement, except as otherwise agreed in writing by the parties. Potential road resurfacing projects within the incorporated area of the City of Milledgeville will be based on the City's street rating list as periodically updated and posted on the City's website. No party shall be obligated to fund any Transportation Project or Purpose from revenues other than net proceeds of the TSPLOST. In the event the actual net proceeds of the TSPLOST are insufficient to fully fund the actual cost of all or some of the Transportation Projects and Purposes delineated herein, or in Exhibit A, or as part of the referenced street rating list, each party shall have sole discretion to reduce the scope of or abandon altogether any Transportation Projects or Purposes.

SECTION 6. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

- (A) This Agreement shall become on July 18, 2023. If the November 7, 2023 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Baldwin County, this Agreement shall expire and shall be of no force and effect after November 7, 2023.
- (B) Except as otherwise provided herein, the TSPLOST which is the subject of the November 7, 2023 Referendum shall continue for a period of five years from April 1, 2024, until March 31, 2029, unless otherwise terminated earlier pursuant to O.C.G.A. S 48-8-264(b).

SECTION 7. EXPENSES

The County shall administer the TSPLOST Fund to effectuate the terms of this Agreement and shall be responsible for the cost of holding the TSPLOST election. The County shall be reimbursed for the costs of the election from the proceeds deposited in the TSPLOST Fund.

SECTION 8. COUNTY TSPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

- (A) A special fund or account shall be created by the County and designated as the 2024 Baldwin County Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the TSPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) City of Milledgeville shall create a special fund to be designated as the 2024 Transportation Special Purpose Local Option Sales Tax Fund ("TSPLOST Fund"). City of Milledgeville shall select a local

bank which shall act as a depository and custodian of the TSPLOST proceeds received by each City of Milledgeville upon such terms and conditions as may be acceptable to the City of Milledgeville.

- (C) All TSPLOST proceeds shall be maintained by the County and City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 13, 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 funds or accounts.

SECTION 9. ALLOCATION OF EXCESS FUNDS

Any net proceeds over and above the amount estimated in Section 3(A) of this Agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the Transportation Projects and Purposes listed herein.

SECTION 10. AUDITS

- (A) At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.
- (B) In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the City and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 7, 2023 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Baldwin County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under Section 2 of this document.

SECTION 11. COMPLETION OF PROJECTS

Any TSPLOST proceeds held by the County or City at the end of the five-year period, in the sole discretion of each party, may continue to be used solely for the Transportation Projects and Purposes listed herein or may be treated as excess proceeds and disposed of as provided under O.C.G.A. S 48-8-269.5(f)(2).

SECTION 12. PUBLICATION OF PROJECTS

Pursuant to O.C.G.A. S 48-8-269.6, not later than December 31 of each year, the County and City receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of the County and the City and in a prominent location on the City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows for each purpose the amounts expended in prior years, and amounts expended in the current year. The report shall also include a statement of what corrective action the City or County intends to implement with respect to each purpose which is underfunded or behind schedule.

SECTION 13. PROCEDURE FOR DISBURSEMENT OF TSPLOST PROCEEDS

- (A) Upon receipt by the County of TSPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund.
- (B) The County, following deposit of the TSPLOST proceeds in the TSPLOST Fund, shall within 10 business days disburse the TSPLOST proceeds due to City according to the schedule listed herein. The proceeds shall be deposited in the separate funds established by City in accordance with Section 8 of this Agreement.
- (C) Should City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the defunct City's share shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

SECTION 14. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understanding and agreements of whatsoever nature or kind existing between the parties with respect to distribution and use of the proceeds from the TSPLOST.

SECTION 15. AMENDMENTS

This Agreement shall not be amended or modified except by agreement in writing executed by all parties hereto.

SECTION 16. GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. It is the intention of the parties to comply in all respects with O.C.G.A. S 48-8260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. S 48-8-260 et seq.

SECTION 17. SEVERABILITY

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

SECTION 18. COMPLIANCE WITH THE LAW

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

SECTION 19. NO CONSENT TO BREACH

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 20. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed property given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

SECTION 21. COUNTERPARTS

This Agreement shall 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 22. MEDIATION

The County and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the City have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of this day and year first above.

BALDWIN COUNTY, GEORGIA

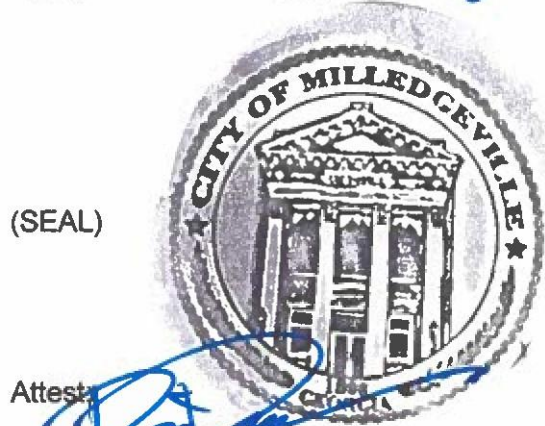


Attest:
Synthia A. Cunningham
Clerk, Board of Commissioners

Mayor, of Commissioners

THE MAYOR AND
ALDERMAN OF THE CITY OF
MILLEDGEVILLE

EXHIBIT A - COUNTY PROJECTS



Attest:
[Signature]
City Clerk

By: *S. Mary Pugham Copeland*
Mayor

Road Name:	From:	To:	Length miles :
Old Monticello/Nelson Rd			1.200

Meriwether Road			5.040
Harmon Church Road	Dee ste Road	New Pavement	4.480
Petti rew Road	Harrisbur Road	Cui&-sac	3.360
Nelson Road		Old Monticello Road	3.310
Lakeview Drive	Lakeshore Circle	Cul-de-sac	3.300
Prosser Road	Dee ste Road	Coun Line	3.180
Lake Laurel Road	H 22	Jule In ram Road	3.100
Lo Cabin Road	H 441	North Jefferson St	3.030
Coun Line Church Road	H 49	Pancras Road	2.920
Pancras Road	Coo ers Road	Union Hill Church Rd	2.850
Cox Road	Old Monticello Road	Nelson Road	2.780
Allenwood SID	H 49	H 49	2.780
Mt Pleasant Church Road	H 243	Coun Line	2.600
Green Acres SID	Allen Memorial Drive	Ive Drive	2.570
Gre stone Subdivision	L Cabin Road	Cul-de-sac	2.220
Cove Road	H 49	Salem Church Road	2.160
Northwoods Drive	H 441	Dead End	2.020
Forrest Valle Drive	Pancras Road	H 243	2.010
Parham/Goodwin Road	M rick Road	Cul-de-sac	1.940
Torrance Road	Thomas Coo	Pancras Road	1.900
Coo ers Road	H 243	Dead End	1.840
Little Road	212	Dead End	1.734
Erin Shores Drive	Rid e Road	Dead End	1.65
Browns Crossin Road	H 22	Lawrence Road	1.636
Sinclair Dam Road	L Cabin Road	Dead End	1.590
Mer Drive	Little Road	Dead End	1.590
Harrisbur Road	Allen Memorial Drive	Irwinton Road	1.590
Collins Road	Little Road	Cul-de-sac	1.550
Shana Drive	Allen Memorial Drive	Allen Memorial Drive	1.500
Fox Hill Road	H 49	Dead End	1.500
Kenan Drive	H 441	Dead End	1.500
Lin old Road	H 49	Browns Crossin Rd	1.400
Oconnor Drive	H 441	Dead End	1.350
South/North Main Street	Efin ham Road	5th Street	1.340
Lakecrest Drive	Corral Road	Cul-de-sac	1.290
Hudson Drive	L Cabin Road	Jo ner Road	1.170
Pine Cone Road	Stewart Drive	Cul-de-sac	1.160
State Dai Farm Road	H 49	Ci Limits	1.150

Ennis Road	Stembridge Road		
Summer 'Rollins/Prin.	Lovers Lane	Cul-&-sac	1.090
Hillview Road	Pebble Hill Road	Dead End	1.060
Grace Weaver Road	McCullar Weaver Rd	Cove Road	1.040
Lakeport Road	243	Dead End	1.020
Ellis Mill Road	Jule Inram Road	Dead End	0.980
Penninton Road	Pine Cone Road	Dead End	0.970
Indian Island Drive	H 24	Dead End	0.960
Forrest Hill Road	H 49	Dead End	0.940
Howe" Church Road	Horace Veal Road	H 49	0.940

J.M. Walker Road	Prosser Road	Dead End	0.930
Laveme CircleNanderbilt Dr	Harrisbur Road	Dead End	0.880
Waits Road	Stewart Drive	Dead End	0.870
Carrs Station Road		Coun Line	0.847
Brit Waters Road	H 22	H 22	0.844
Lee Street	Lee Drive	Davis Street	0.833
Tan an-ee Lane	Lake Laurel Road	Dead End	
Sportsman Club Road	H 441	Dead End	0.780
Sterlin Road	Lair Road	Dead End	0.760
Forte Drive	Meriwether Road	Cul-de-sac	0.740
Jesse Scott/Roberts Wa		Dead End	0.738
Power Point Road	Sterlin Road	Dead End	
Baum Ba Drive	Dead End	Cul-de-sac	
Felton Drive	H 49	Shana Drive	0.680
Turtle Shoals Road	Lake Laurel Road	Cul-de-sac	0.670
Bentle Drive		Dead End	0.670
Jenkins Ave/Towns Ct	Youn blood Road	Youn blood Road	0.646
Cooers Church Road	Be Road	Torrance Road	0.630
Clapote Road		Cul-de-sac	0.630
Chico Road	Kildeer Road	Dead End	0.620
Parham Drive	Merrick Road	Cul-de—sac	0.576
Woods Drive		Cooers Road	0.550
Le rechaun	Erin Shores Dive	Dead End	0.540
Park Avenue	Swint Avenue	Thomas Street	0.520
Nanc Branch Road	Corral Road	Lakecrest Drive	

GMC Road	L Cabin Road	Dead End	0.490
Botnet Road	Pine Cone Road	Cul-de-sac	0.470
Woodland Drive	243	Forest Valle Drive	0.460
Emmanuel Harris Road	Nth Jefferson Street	Dead End	0.457
Sidne Butts Road	H 24	Dead End	0.450
Florence Road	Bass Road	Baum Ba Drive	0.443
Ramona Drive	Shana Drive	Shana Drive	0.420
Jackson Drive/Road		H 441	0.420
Jackson Drive/Road			0.418
Lero Oliver Drive	Allen Memorial Drive	Shana Drive	
Hardwick Street	Linden Court	4th Street	0.410
Villa e Wa ICa tains Ct	Penn Lane	Cul-de-sac	0.391
Deacon J Simmons Road	Harrisbur Road	Lavem Circle	0.390
Ste hanie Lane	Dead End	Dead End	0.385
5th Street	Irwinton Road	Railroad Drive	0.380
Neal s Wa	Roberts Road	Cul-de-sac	0.370
South Jefferson Street	Home Ave	The Manor	0.362
Irb Street	Allen Memorial Dr	Dead End	0.360
S rtsman TraiVDrive	Cul-de-sac	Cul-de-sac	0.360
Ber Road	Coo Road	Thomas Coo r Rd	0.360
Bass Road	Nth Jefferson Road	Bass Boat House	0.355
Benson Adams Road		Dead End	0.350
Richard Drive	Marion Street	Jo Street	0.340
Marion Street	Thom son Circle	Youn blood Road	
Kni ht Circle	Kni ht Drive	Ta lor Drive	0.300
Crestwood Drive		Dead End	0.300
Killin s Avenue	Harrisbur Road	Dead End	0.290

Bell Avenue	Swint Avenue	South Elbert Street	0.280
Hubbard Drive	H 243	Cul-de-sac	0.280
Kildeer Road	Chi Road	Dead End	0.280
Briscoe/Dixon Road	Woods Drive	Thomas Coo er Road	0.270
O letho Avenue	Allen Memorial Drive	3rd Street	0.270
Crestview Avenue	Allen Memorial Drive	Dead End	0.270
Railroad Street/Drive	5th Street	Dead End	0.264
Ellis Street	Irb Street	Dead End	0.260
Gordon Avenue	H 243	Dead End	0.246

Wright Street	Thomas Street	Linden Court	0.241
Vestie Road	Carrs Station Road	Dead End	0.230
Thomas Street	Wolverine Street	Hardwick Street	0.225
Sportsman Circle	Sportsman Club Rd	Sportsman Club Rd	0.220
Central Avenue	1st Street	Dead End	0.210
Presswood Street	Harrisburg Road	Cul-de-sac	0.210
Lindold Drive	Colon Farm Road	Dead End	0.200
Newton Drive	Harrisburg Road	Dead End	0.200
Grace Court	Short Cut Road	Cul-de-sac	0.190
Shearwater Road	Chico Road	Dead End	0.180
Hardwood Street	Harrisburg Road	Cul-de-sac	0.180
West Lakeview Lane	West Lakeview Dr	Cul-de-sac	0.166
Chandler Circle	Park Avenue	Park Avenue	0.160
Sportsman Lane	Sportsman Club Dr	Cul-de-sac	0.160
Baood Drive	Harrisburg Road	Cul-de-sac	0.150
Sportsman Terrace	Sportsman Club Drive	Cul-de-sac	0.140
Teal Court	212	Cul-de-sac	0.140
Deer Trail	Corral Road	Dead End	0.140
McDade Drive	Old Williamsburg Road	Cul-de-sac	0.110
Jonner Road	Marshall Road	Dead End	0.100
Davis Street	Lee Street	Frazier Drive	0.090
Partridge Road	Baumgardner Drive	Dead End	0.090
Willis Street	Woods Drive	Briscoe Road	0.080
Shiloh Avenue	Harrisburg Road	Deacon J Simmons Rd	0.080
Smith Street	First Street	Dead End	0.060
Dud Avenue	Wolverine Street	Park Avenue	0.057

A RESOLUTION TO ESTABLISH AND CREATE THE BALDWIN COUNTY LAND BANK; TO APPROVE A LAND BANK CONTRACT PERTAINING TO THE CREATION AND OPERATION OF THE BALDWIN COUNTY LAND BANK; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, in enacting the Georgia Land Bank Act, O.C.G.A. 48-4-100, et seq. (the "Act"), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and local units of government in this State and that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

WHEREAS, the Act permits a county and one or more municipal corporations located wholly or partially within the county to establish a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is non-revenue generating and non-tax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

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

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") has determined that the establishment of a land bank is in the best interest of the citizens of the County;

WHEREAS the Board of Commissioners wants to create the Baldwin County Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act;

WHEREAS, the County hereby adopts the following Intergovernmental Contract Between Baldwin County and City of Milledgeville Creating the Baldwin County Land Bank ("Land Bank Contract"); and

WHEREAS, the Board of Commissioners desires to approve the Contract creating the Baldwin County Land Bank.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Acceptance of Land Bank Contract. The County hereby approves the Land Bank Contract attached hereto as Exhibit "A."

BALDWIN COUNTY, GEORGIA

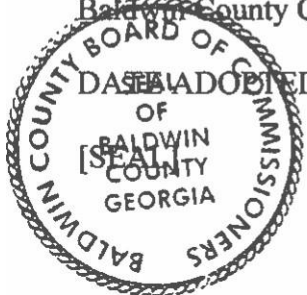
Emily C. Davis

Honorable Emily C. Davis
Chair, Baldwin County Board of Commissioners

ATTEST:

Cynthia K. Cunningham

Cynthia K. Cunningham
Baldwin County Clerk



July 18, 2023

INTERGOVERNMENTAL CONTRACT

BETWEEN BALDWIN COUNTY AND CITY OF MILLEDGEVILLE

CREATING THE BALDWIN COUNTY LAND BANK (a Georgia public body corporate and politic)

PREAMBLE

This intergovernmental contract ("Contract") is made and entered into this 1E day 2023 under Article 9 Section 3, Paragraph 1 of the Georgia Constitution, and sections 36-34-2(-100) through 484-112 of the Official Code of Georgia Annotated, between BALDWIN COUNTY and the CITY OF MILLEDGEVILLE (hereinafter the "Parties") for the purpose of establishing and creating the BALDWIN COUNTY LAND BANK, a separate legal entity and public body corporate to administer and implement the purposes and objectives of this Contract.

RECITALS

WHEREAS, in enacting Section 48-4-100 et seq. of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and local units of government in this state and that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

WHEREAS, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

WHEREAS, the Parties herein agree that the establishment of a land bank would be beneficial to the citizens and governments of and located within Baldwin County;

WHEREAS, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

WHEREAS, the Parties want to create the Baldwin County Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

ARTICLE I DEFINITIONS

As used in this Contract the following terms shall have the meanings provided in this Article.

Section 1.01. "Board of Directors" or "Board" means the Board of Directors of the Land Bank.

1 | Page

Section 1.02. "Contract" means this intergovernmental contract between the Parties.

Section 1.03. "Effective Date" means the date upon which all of the following are satisfied:

- (a) the Contract is approved by resolution of the Governing Authority of Baldwin County; and
- (b) the Contract is approved by resolution of the Governing Authority of the City of Milledgeville.

Section 1.04. "Fiscal Year" means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

Section 1.05. "Land Bank Act" means Section 48-4-100 et seq. of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Contract.

Section 1.06. "Land Bank" means the public body corporate and politic established pursuant to and in accordance with the provisions of this Contract and known as the Baldwin County Land Bank.

Section 1.07 "Nonprofit Organization" means any legal entity which is exempt from federal income tax pursuant to the provisions of subsection (c), (d), or (e) of 26 U.S.C. Section 501.

Section 1.08. "Part)/" or "Parties" means either individually or collectively, as applicable, Baldwin County or City of Milledgeville and as each is a signatory to this Contract, and any other city, county or consolidated government that becomes a Party to this Contract after the Effective Date.

Section 1.09. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

Section 1.010. "Quorum" means a simple majority of the Board members then in office.

Section 1.11. "Real Property" means ail lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

Section 1.12. "School District Advisor" means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation and providing or declining the required school district consent for the extinguishment of school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the Land Bank Act.

Section 1.13. "State" means the State of Georgia.

ARTICLE II PURPOSE

Section 2.01. Purpose. The purpose of this Contract is to create and empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

Section 2.02. Programs and Functions. The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes,

2 | Page

objectives and provisions of the Land Bank Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

ARTICLE I | CREATION OF LAND BANK

Section 3.01. Creation and Legal Status of Land Bank. The Land Bank is established as a separate legal entity and public body corporate, to be known as the "Baldwin County Land Bank," for the purposes of acting as a land bank under the Land Bank Act and implementing and administering this Contract.

Section 3.02. By-Laws, and Policies and Procedures. The Board shall adopt by-laws consistent with the provisions of this Contract and the Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Contract and the Land Bank Act within ninety (90) days after the Board is appointed.

Section 3.03. Principal Office. The principal office of the Land Bank shall be at a location within the geographical boundaries of Baldwin County, as determined by the Board.

Section 3.04. Title to Land Bank Assets. Except as otherwise provided in this Contract, the Land Bank shall have title to all of its Real Property and no Party shall have an ownership interest in Real Property owned by the Land Bank.

Section 3.05. Tax-Exempt Status. The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

Section 3.06. Waiver of Special Assessments. Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, or may exempt Real Property owned by the Land Bank from the imposition of special assessments.

Section 3.07. Compliance with Law. The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Contract.

Section 3.08. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Contract. The Parties shall only be bound and obligated under this Contract as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

Section 3.09. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Contract does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Contract, or any other right or benefit.

3 | Page

Section 3.10. Additional Parties to Contract. At any time subsequent to the Effective Date, in accordance with the Land Bank Act, a consolidated government, or an additional county and at least

one city located in that additional county may become a Party to this Contract by completing the following requirements:

- (a) unanimous approval of the Board as it exists before the addition of the applicable city, county or consolidated government, and execution by the Board chairperson of the signature page attached hereto as Appendix I;
- (b) Approval by the governing bodies of all existing Parties to this Contract and execution by each Party's Chairman or Mayor, as applicable, of the signature page attached hereto as Appendix I;
- (c) adoption of a local law, ordinance, or resolution as appropriate to the applicable city, county, or consolidated government; and
- (d) execution by an authorized representative of the applicable city, county or consolidated government of the signature page attached hereto as Appendix I.

ARTICLE BOARD, EXECUTIVE DIRECTOR, AND STAFF

Section 4.01. Board Composition. The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of Baldwin County or the City of Milledgeville and shall serve without compensation. The members shall be residents of Baldwin County and may be elected officials or employees of Baldwin County or the City of Milledgeville. The Board shall consist of the following members:

- (a) One (1) Baldwin County Commissioner appointed by the Baldwin County Board of Commissioners to serve for an initial term of two years;
- (b) One (1) Baldwin County Employee appointed by the Baldwin County Board of Commissioners to serve an initial term of four years;
- (c) One (1) citizen appointees appointed by the Baldwin County Board of Commissioners for an initial term of two years;
- (d) Two (2) citizen appointees appointed by the Baldwin County Board of Commissioners for an initial term of four years.
- (e) Two (2) appointees appointed by the City of Milledgeville to serve an initial term of four years.
- (f) Two (2) appointees appointed by the City of Milledgeville to serve an initial term of two years.

Section 4.02. Term of Office. Except as otherwise provided in this section, the members of the Board appointed under Section 4.01 shall be appointed for staggered terms. All subsequent board appointments and re-appointments shall be for terms of 4 years. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing Party may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the Board as it exists at the time of such amendment

shall be authorized to take any action required such that the Board complies with any requirements of State law.

Section 4.03. Removal. Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed pursuant to any other provision of Georgia law.

Section 4.04. Vacancies. A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

Section 4.05. Participation by School Districts. Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board.

Section 4.06. Meetings. The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 et seq. of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place, and date of the meetings.

Section 4.07. Records of Meetings. The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 et seq. and 50-18-70 et seq. of the Official Code of Georgia Annotated.

Section 4.08. Quorum and Voting. Presence for both Quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting at a meeting at which a Quorum is present; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership:

- (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business;
- (b) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
- (c) The incurring of debt;
- (d) Adoption or amendment of the annual budget;
- (e) Sale, lease, encumbrance, or alienation of real property, improvements, or personal property with a value of more than \$50,000; and
- (f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by Bank.

Section 4.09. Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract and the Land Bank Act, including, but not limited to, the powers set forth in Sections 484-106 and 48-4-112 of the Land Bank Act.

Section 4.10. Fiduciary Duty. The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.11. Compensation. The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 4.12. Executive Director. The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies and this Contract. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

Section 4.13. Employees. The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

Section. 4.14. Expertise of Land Bank Staff. The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance, or related areas.

Section 4.15. Ethics. The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees, and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State code of ethics.

Section 4.16. Conflicts of interest. Members of the Board and officers, appointees, employees, and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a

6 1 Page

direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

ARTICLE V GENERAL POWERS OF LAND BANK

Section 5.01. General Powers Under Land Bank Act. The Land Bank may exercise all of the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law.

Section 5.02. Tax Limitation. The Land Bank shall not levy any type of tax or special assessment.

Section 5.03. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 5.04. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 5.05. No Waiver of Governmental Immunity. The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.06. Non-Discrimination. The Land Bank shall comply with all applicable law prohibiting discrimination.

- (a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information.
- (b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information.

ARTICLE vi SPECIFIC POWERS OF THE LAND BANK

Section 6.01. Acquisition of Real Property. Except as otherwise provided in this Contract or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. Any acquisition of Real or personal property, or rights or interests therein shall be approved by the affirmative vote of a majority of the members of the Board present and voting at a meeting at which a Quorum is present; provided, however, that no acquisition of Real Property or personal property, or rights or interests therein located in the City of Milledgeville shall be authorized unless those voting in the affirmative include at least three appointees appointed by the City of Milledgeville.

The Land Bank may purchase Real Property by purchase contract, lease purchase contract or otherwise, The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land

Bank considers necessary to carry out the purposes of Bank Act. The Baldwin County Land Bank

7 | Page

shall not acquire by gift any property acquired by enforcement of either the Baldwin County Unsafe Building Abatement or Property Standards Ordinances.

Section 6.02. Tax Delinquent Real Property. Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Land Bank Act, and by resolution of the Board subject to the requirements of Section 4.08 of this Contract, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special, or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general, special, or local laws as may be applicable to the property tax enforcement procedures of the Parties.

Section 6.03. Quiet Title Actions. The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

Section 6.04. Execution of Legal Documents Relating to Real Property. All deeds, mortgages, contracts, leases, purchases, or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

Section 6.05. Holding and Managing Real Property. The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State, a Party to this Contract, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

- (a) grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Land Bank Act;
- (b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;

- (c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;

8 1 P a g e

- (d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and (e) remediate environmental contamination on any Real Property held by the Land Bank.

Section 6.06. Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

Section 6.07. Environmental Contamination. If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

Section 6.08, Transfer of Interests in Real Property by Land Bank. On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair, and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest in the City limits of Milledgeville to those nonprofit organizations which have a proven history of successful housing initiatives or, if no such organization is identified as interested in property held by the Land Bank within the City limits of Milledgeville, any entity approved by the total of all City of Milledgeville appointees to the Land Bank Board.

On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair, and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest in the unincorporated area of Baldwin County to any public or private Person.

Section 6.09. Criteria for Conveyance. Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing.

Section 6.10. Structure of Conveyances. Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

Section 6.11. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

ARTICLE BOOKS, RECORDS, AND FINANCES

Section 7.01. Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land

Bank all documents and records of the Land Bank. The records of Bank, which shall be available

9 | Page

to the Parties, shall include, but not be limited to, a copy of this Contract along with any amendments to the Contract. The records and documents shall be maintained until the termination of this Contract and shall be delivered to any successor entity.

Section 7.02. Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 7.03. Annual Budget. The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

Section 7.04. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

Section 7.05. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Board.

Section 7.06. Performance Objectives. Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

ARTICLE VIII FUNDING AND EXPENDITURES

Section 8.01. Budget Contributions. While under no obligation, the Parties may contribute to the annual

Land Bank budget in such manner as approved by the Party or Parties.

Section 8.02 Tax Allocation. The Parties agree that in accordance with Section 48-4-110(c) of the Land Bank Act, 0% of the Real Property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five years.

Section 8.03. Management of Funds. The land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

Section 8.04. Authorized Expenditures. The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act consistent with this Contract.

ARTICLE IX DURATION OF CONTRACT

Section 9.01. Duration. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

Section 9.02. Withdrawal by Party. Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank. The Land Bank shall not automatically dissolve upon the withdrawal of one or more Parties except that no City may maintain the existence of a land bank if the County in which the City is located withdraws from the Land Bank, and no County may maintain the existence of a Land Bank if the single City that is both located within that county and a Party withdraws from the Land Bank.

Section 9.03. Termination. The Land Bank shall be terminated by (i) agreement by all Parties to this Contract, (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with Section 48-4-111 of the Land Bank Act, or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

Section 9.04. Disposition upon Termination. As soon as possible after termination, the Land Bank shall finish its affairs as follows:

- (a) all of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first;
- (b) the remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of Baldwin County unless provided otherwise in any applicable intergovernmental contracts; and
- (c) liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

ARTICLE X MISCELLANEOUS

Section 10.01. Notices. Any and all correspondence or notices required, permitted or provided for under this Contract to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each other Party's signatory to this Contract, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Baldwin County shall be sent to the Chairman. Notices to the City of Milledgeville shall be sent to the Mayor. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

Section 10.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of

this Contract are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 10.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Contract and the Land Bank Act. All powers granted to the Land Bank under this Contract and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 10.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 10.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 10.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 10.08. Cross-References. References in this Contract to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Contract to any section include all subsections and paragraphs in the section.

Section 10.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning interpretation or implementation of the terms, covenants or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Baldwin County.

Section 10.10. Amendments to Contract. With the exception of the addition of a new Party pursuant to the provisions of Section 3.10 of this Contract, this Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

Section 10.11. Amendments to Land Bank Act. The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Contract is amended by the Parties to provide otherwise.

Section 10.12. Effective Date. This Contract shall become effective as of the Effective Date.

This Contract is executed by the authorized representatives of the Parties on the date(s) indicated below:

The Mayor and Alderman of the
City of Milledgeville

By: Mary Parker Capelan
Mayor

Attest: [Signature]
City Clerk

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Baldwin County, Georgia

By: Emily C. Lami
Chairman, Board of Commissioners

Attest: Patricia K. Cuning
County Clerk

