



# BALDWIN COUNTY REGULAR MEETING

January 17, 2023

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

### APPROVAL OF MINUTES

1. January 3, 2023 Regular Meeting

### ADMINISTRATIVE/FISCAL MATTERS

2. Intergovernmental Contract for Land Bank - County Manager
3. Soil and Water Conservation Lease Agreement - County Manager
4. Appointment to Board of Assessors - Vice Chair Westmoreland
5. Selection of Grant Writers / Administrators and Engineer - County Manager
6. Selection of County Attorney - Board
7. Multi-Jurisdictional Drug Task Force Grant Award - Assistant County Manager
8. Fire Services Mutual Aid Agreement with City of Gray - Fire Chief

### OLD BUSINESS

### NEW BUSINESS

### COUNTY MANAGER'S REPORT

### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

### ADJOURNMENT

### REMINDERS

February 7, 2023, 6:00 p.m., Tuesday, Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

February 21, 2023, 6:00 p.m., Tuesday, Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.



**BALDWIN COUNTY COMMISSIONERS  
REGULAR MEETING  
January 3, 2022  
1601 N Columbia St, Suite 220  
6:00 PM**

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**MINUTES**

**MEMBERS PRESENT**

Henry Craig  
John Westmoreland  
Kendrick Butts  
Emily Davis  
Sammy Hall

**OTHERS PRESENT**

David McRee  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

**CALL TO ORDER**

Chairman Henry Craig called the Regular Meeting to order at 6:00 p.m.

**INVOCATION**

County Manager Carlos Tobar delivered the Invocation

**PLEDGE OF ALLEGIANCE**

Chairman Craig led the pledge.

**APPROVAL OF MINUTES**

Commissioner Emily Davis made a motion to approve the minutes of the December 20, 2022 Regular Meeting as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

**AMENDMENTS TO AGENDA**

Commissioner Sammy Hall made a motion to amend the Agenda to move Administrative / Fiscal Matters Agenda Item # 3 to Agenda # 2 in order address the election of Chair and Vice Chair before the item for the Airport Advisory Committee is discussed. Commissioner Emily Davis seconded the motion and it passed unanimously.

**ADMINISTRATIVE / FISCAL MATTERS**

**Election of Chair and Vice Chair**

Commissioner Kendrick Butts nominated Commissioner Emily Davis to serve as Chair. Commissioner Sammy Hall seconded the motion. The vote on the motion to elect Commissioner Emily Davis as Chair passed unanimously.

Commissioner Kendrick Butts nominated Commissioner John Westmoreland to serve as Vice Chair. Commissioner Sammy Hall seconded the motion. The vote to elect Commissioner John Westmoreland as Vice Chair passed unanimously.

The following citizens who signed up to speak on this Agenda item expressed their congratulations to Commissioner Davis on being elected to serve as Chair: Cindy Humphrey, Annie Miller, Tina Behne, Cynthia Edwards and Quentin Howell.

Airport Advisory Committee

Airport Advisory Committee Chair Jim Wolfgang presented the present slate of Airport Advisory Committee Members for 2023 and 2024. He reported there are two new members for the Committee. Both members, Curt Flournoy and Tara Parker, will serve as At Large Members. All other Members will remain the same.

Mr. Wolfgang requested Board approval for the slate of members for the 2023-2024 Airport Advisory Committee.

Vice Chair John Westmoreland made a motion to approve the 2023-2024 Airport Advisory Committee members as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the 2023 – 2024 Airport Advisory Committee is herewith attached and made an official part of the minutes at pages \_\_\_\_\_ and \_\_\_\_\_.

**OLD BUSINESS**

Commissioner Emily Davis stated there are still problems with trash in the County that must be addressed. County Manager Carlos Tobar stated representatives from Waste Management are in attendance and will address concerns from Commissioners.

Commissioner Hall stated there are many times when the boxes at the Frank Bone Center are not emptied, and citizens have no place to leave their trash except on the ground around the boxes. He asked for an explanation as to why the company can't keep the boxes emptied. Representatives from Waste Management responded the subcontractor now has a new truck in service that should keep the boxes dumped.

Commissioner Butts stated citizens should be able to call a local phone number rather than a number in another location or state. Representatives responded the citizens should be calling the number that goes directly to the call center and stated they will make sure the County has the correct number.

Vice Chair Westmoreland stated that previously citizens coming to the Meriwether Center had a low box to dump trash because many citizens cannot put it in the tall boxes at the center. He stated the concrete at that center is in disrepair and needs to be fixed.

Commissioner Hall stated he felt Waste Management should "re-educate" citizens on the importance of "bagging" trash to help with trash blowing onto roads. He also reiterated the importance of getting the number for the Call Center out to the public so citizens do not have to contact the County which in turn has to contact Waste Management.

Ms. Susie Marshall asked about keeping the trash on Richard Street cleaned up. Representatives from Waste Management responded that cleaning up trash from streets is not a part of the contract with the County; however, the cleanup in that area is being done as often as possible as a courtesy to the County. They then stated Waste Management will clean up the Richard Street area every two (2) weeks until this situation can be addressed further to stop the dumping of trash there. Chairman Craig stated the cleanup by Waste Management in that area is not for an indefinite period of time.

County Manager Tobar stated addresses found by Waste Management in the trash being dumped there has been given to the Code Enforcement Officer, and she is looking into it. He also stated that security cameras were recently installed in areas around the County which would hopefully help with such situations.

Cynthia Edwards stated her Mother lives in the area, and the County has been talking about cameras and cleaning up the trash for too long. She said something needs to be done now.

Chairman Craig stated, as he has before, that the County does not have full time staff devoted to cleaning up trash; however, the County will continue to work with State Court to use community service people to pick up trash.

**NEW BUSINESS**

There was no new business to come before the Board.

**COUNTY MANAGER'S REPORT**

County Manager Carlos Tobar stated the Five Year Joint Comprehensive Plan Update has been completed for submission to the Georgia Department of Community Affairs, and he is excited to embark on the new Five Year Plan.

**PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

Mr. Danny Blair of 585 Meriwether Road addressed the Board expressing his concerns about the Oakwood development that is adjacent to his property.

Chairman Craig recommended he schedule an appointment with the County Manager and Chief Building Inspector to address his concerns.

Mr. John Downey of 2874 North Columbia Street stated he did not want the development to affect his commercial property located in the area.

**ADJOURNMENT**

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 6:55 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Henry R. Craig  
Chairman

Cynthia K. Cunningham  
County Clerk

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 is made and entered into this day of , 20 (“Contract”) under Article 9 Section 3 of the Georgia Constitution, and sections 36-34-2(5) and 48-4-100 through 48-4-112 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. 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 ordinance of the Governing Authority of Baldwin County; and
- (b) the Contract is approved by ordinance 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. "Party" 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 1.08. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

Section 1.09. "Quorum" means a simple majority of the Board members then in office.

Section 1.10. "Real Property" means all 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 1.11. "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 1.12. "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, 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 III

### 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.

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) adoption of a local law, ordinance or resolution as appropriate to the applicable city, county or consolidated government; and
- (c) execution by an authorized representative of the applicable city, county or consolidated government of the signature page attached hereto as Appendix I.

#### ARTICLE IV

##### 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) Commissioner appointed by the Baldwin County Board of Commissioners to serve for an initial term of two years;
- (b) County Employee appointed by the Baldwin County Board of Commissioners to serve an initial term of four years;
- (c) Citizen appointee appointed by the Baldwin County Board of Commissioners for an initial term of two years;
- (d) Two citizen appointees appointed by the Baldwin County Board of Commissioners for an initial term of 4 years.
- (e) An appointee appointed by the City of Milledgeville to serve an initial term of two years.
- (f) An appointee appointed by the City of Milledgeville to serve an Initial term of four 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 the Baldwin County Board of Commissioners 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 and City of Milledgeville. 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; 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 the Land 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 48-4-106 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 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. 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 the Land Bank Act. The Baldwin County Land Bank shall not acquire by gift any property acquired by Baldwin County in its enforcement of either the 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;
- (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 to any nonprofit organization.

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 VII

### 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 the Land Bank, which shall be available 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. 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 8.03. 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:

BALDWIN COUNTY

a Georgia public body corporate

By: Name:

Title:

Date:

City of Milledgeville

a Georgia public body corporate

By: Name:

Title:

Date:

STATE OF GEORGIA,  
COUNTY OF FULTON

Annual Lease #9263  
\_\_\_ of \_\_\_ Originals

### MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT**, hereinafter referred to as this “Agreement,” is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **BALDWIN COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is 1601 N. Columbia Street, Suite 230, Milledgeville, Georgia 31601, hereinafter referred to as “Landlord,” and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as “Tenant.”

#### WITNESSETH THAT:

#### ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. “Building” shall be construed to mean the facility containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
2. “Casualty” shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
3. “Casualty Affecting a Material Portion of the Premises” shall be construed to mean a Casualty which, in Tenant’s reasonable judgment, renders the Premises unsuitable for the Tenant’s continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
4. “Common Area” shall mean those areas located within the Building, excluding the Premises, or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, and other similar facilities or areas provided for the common use or benefit of tenants generally and/or the public.
5. “Date of Casualty” shall be construed to mean the date on which the Casualty occurs.
6. “Hazardous Substances” shall be construed to mean any chemical, material, or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste,” “regulated substance,” “medical waste,” “toxic substance” or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material, or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public

health or safety; and (vi) other chemical, material, or substance which could pose a hazard to the environment.

7. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
8. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
9. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.
10. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created.
11. "Notice(s)", whenever any notice, demand, or request is required or permitted under this Agreement, shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
12. "Occupying Agency" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
13. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
14. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
15. "Term" shall include not only the original term but also any renewal or extension of the original term as exercised by the Tenant.

## ARTICLE II. PREMISES LEASED

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as “Provisions”) hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises described as follows:

Building Address:       **311B Linda Drive NE**  
 Floor / Suite:           Suite B  
 Size of Premises:       Approximately 554 rentable square feet  
 County:                  Baldwin County  
 City / State:             **Milledgeville, Georgia 31601.**

2. Drawing of Premises. The Premises are further shown and delineated on “EXHIBIT A,” a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

## ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term. This Agreement shall commence on the earlier of: the first day Tenant occupies the Premises for its business purposes; or five business days after Notice from Landlord to Tenant of substantial completion of the build out of the Premises as evidenced by Landlord’s receipt of a permanent certificate of occupancy for the Building and Premises from the State Fire Marshal (the “**Commencement Date**”). This Agreement shall end at 11:59 p.m. on the **30<sup>th</sup> day of June, 2023** (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. Landlord and Tenant will execute a rent commencement letter within ten (10) days of occupancy confirming said Commencement Date and Expiration Date. Such letter shall substantively conform to the template letter attached hereto as “EXHIBIT B” and incorporated herein by reference. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the “Term.”

2. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should Landlord, for any reason, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by providing Landlord with Notice. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses, if any, during the period between the Commencement Date and the date Landlord delivers possession of the Premises to Tenant.

3. Rental Rate.

For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above stated business address, or at such other address as may be designated in writing from time to time by Landlord, the total fixed monthly rental amounts as set forth in the following chart (hereinafter “Fixed Rental”), beginning on the Commencement Date, and payable thereafter on the first day of each and every calendar month during the Term. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or termination is a day other than the last day of a calendar month, the Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT
2023	CD – 6/30/23	\$646.34	N/A

4. Renewal Option. Landlord hereby grants Tenant the exclusive right, privilege and option to renew or extend the Term of this Agreement, at the expiration of the aforementioned Term, for **five (5)** additional periods of twelve (12) months each (hereinafter referred to as “Renewal Option(s)”).

The Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any previously exercised Renewal Option, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice to exercise the Renewal Option be given to Landlord later than June 30<sup>th</sup> of the then current Term.

It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement, on the part of Tenant, have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are collectively referred to as the “Term.”

5. Renewal Rental Rate. Should Tenant renew this Agreement as provided above, the following rates shall apply:

FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT
2024	7/1/23 – 6/30/24	\$646.34	\$7,756.08
2025	7/1/24 – 6/30/25	\$646.34	\$7,756.08
2026	7/1/25 – 6/30/26	\$646.34	\$7,756.08
2027	7/1/26 – 6/30/27	\$646.34	\$7,756.08
2028	7/1/27 – 6/30/28	\$646.34	\$7,756.08

**ARTICLE IV: PERMITTED USE**

1. Permitted Use of Premises. Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant’s business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

## ARTICLE V. LANDLORD COVENANTS

### 1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant, paying the rent and keeping the Provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever. If for any reason, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation, or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Mortgages and Subordination. This Agreement is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination need be required by the holder of any such security instrument. Tenant shall, at Landlord's request, promptly execute an estoppel and subordination agreement provided that the agreement is substantially similar in form to, and no less favorable to Tenant than, the document attached hereto as "EXHIBIT D-1". Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises.

### 3. Environmental Covenants & Remediation.

a. Landlord warrants, to Landlord's actual knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.

b. If removal, encapsulation or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws

and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

#### 4. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's actual knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must provide Notice to Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").

d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this

Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

5. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

6. Additional Landlord Covenants, Representations and Warranties. To Landlord's actual or constructive knowledge, Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that:

a. there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

c. the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

d. the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;

g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

## ARTICLE VI. UTILITIES AND JANITORIAL SERVICES

### 1. Utilities.

a. Landlord represents, warrants and covenants to Tenant, knowing that Tenant is relying on such representation, warranty and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, internet, and telephone) are available to the Building in capacities



sufficient to serve and operate Tenant's business from the Premises.

b. With the sole exception of telephone, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises. No deductions shall be made from the rent due to a stoppage in the service of water, sewer, electricity, gas, and or any other utility unless directly or indirectly caused by an act of Landlord. In the event of interruption in electricity, gas, water, sewer, or any other utility, Landlord will proceed with all due diligence to restore same. Tenant may make payment directly to a utility provider if Landlord has failed to properly make a payment that is the obligation of Landlord pursuant to this paragraph. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

2. Janitorial Services.

Tenant shall furnish and pay for all janitorial services for the Premises. Landlord shall contract and pay for all janitorial services for the Common Areas.

**ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

1. Casualty Affecting the Premises.

a. If a Casualty Affecting a Material Portion of the Premises occurs, Tenant, at its option, shall have the right to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty. Upon this issuance of Notice to Landlord, this Agreement shall terminate, and the Date of Casualty shall be the effective Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If a Casualty Affecting a Material Portion of the Premises occurs and Tenant does not terminate this Agreement, or if the Casualty is not deemed by Tenant to be a Casualty Affecting a Material Portion of the Premises, then: (i) this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses, if any, shall be prorated to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business; and (ii) Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. If such restoration shall not be substantially completed within ninety (90) days following the Date of Casualty, then within thirty (30) days following expiration of such 90-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other

structural components, parking and other Paved Areas, utility lines and sewer pipes, other building systems. Landlord shall repair any damage to the Building and Common Area caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Area.

b. Landlord, at Landlord's sole cost and expense shall be responsible for maintenance of landscaped areas in the Common Area, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch or plants in landscaped beds; pruning, and other pest control for trees, shrubs and plants including the removal of dead, poisonous or dangerous vegetation and trees.

c. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; and (ii) maintain and repair the interior portions of the Common Areas such that they remain in good condition and repair, and replace such interior portions of the Common Areas as necessary, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Common Areas necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees.

d. Landlord shall maintain and repair the interior portions of the Premises such that they remain in good condition and repair and replace such interior portions of Premises as necessary. Landlord shall also keep the Premises well-lit and change light bulbs in the Premises as necessary. Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Premises necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair

e. Landlord acknowledges that all fire detectors installed on the Premises are in proper working condition, and that they have been inspected. Landlord shall also be responsible for the care of extinguishers on the Premises, as well as the interim testing and repair.

f. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair or replacement within the Premises.

### 3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days or fails to diligently pursue such maintenance, repair or replacement, Tenant may give Landlord Notice of Tenant's intention to undertake such maintenance, repair or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and

shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises.

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. Landlord's Employees and Contractors. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant's full enjoyment of the Premises.

6. Improvements to Premises. INTENTIONALLY OMITTED.

7. Tenant Trade Fixtures and Alterations.

In addition to tenant improvements to be performed by the Landlord as provided above if any, and following advance written Notice to and approval from the Landlord, Tenant may install trade fixtures and make, at its own cost and expense, such non-structural, removable alterations, erections, or additions as are necessary to adapt the Premises for Tenant's business. All alterations, erections, additions and trade fixtures installed or placed on the Premises by Tenant shall continue and remain the property of Tenant and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If Tenant removes any or all of the alterations, erections, and additions it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such removal.

8. Removal of Fixtures, etc. by Tenant. At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

9. Parking. Tenant's parking allocation shall not be less than three (3) spaces. All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant.

10. Signage. Tenant, at Landlord's sole cost and expense, shall be permitted to install and place Tenant's name or Tenant's trade name in, on, and around the Building, on monument(s)/pylon(s), and at the point of ingress to the site of the Building. Tenant's rights to such signage shall be for the Term of this Agreement. All signage shall be subject to local ordinances and all government or association approvals.

11. Riders. INTENTIONALLY OMITTED.

## ARTICLE VIII. INSURANCE

1. Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates of insurance or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. Tenant's Insurance. Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

## ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute default by Tenant under this Agreement: (i) if Tenant fails to pay, when due, any rent or other payment of money and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or (ii) if Tenant violates or breaches, or fails fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

2. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or

“For Lease.” Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

3. Surrender of the Premises. With the exception of reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord, Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition. Landlord shall have thirty (30) days from the date of surrender of the Premises to provide Notice to Tenant of any claim of damage to the Premises that is the Tenant’s responsibility. Landlord waives any such claim after thirty (30) days.

4. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental in effect at such time of expiration as set out above and under the same Provisions in force at the expiration of this Agreement.

#### ARTICLE X. TENANT ASSIGNMENT

1. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (II) Tenant’s duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant’s sublet or assignment of space within the Premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord’s consent, so long as Tenant gives Landlord prior Notice thereof.

2. Additional Items Regarding Assignment or Subletting. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

#### ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. Public Official/Public Employee Conflict of Interest. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.

2. Security for Financing.

a. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord’s financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing so long as the pledge or assignment does not exceed beyond the Term of this Agreement. Tenant will

affirmatively acknowledge the rights of any lender or other party in connection with such financing to the extent permitted by law.

b. Notwithstanding the foregoing, Landlord represents and acknowledges that the Building, this Agreement, or the rents payable hereunder shall not be pledged or used as security for any publicly issued bond debt, whether issued by a public, quasi-public, or private entity, without Tenant's written approval which may be withheld in at Tenant's sole discretion.

3. State Fire Marshal's Office Approval of Floor Plans and Issuance of Certificate of Occupancy. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as EXHIBIT A are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Landlord is responsible for submission of plans to the State Fire Marshal's Office.

## ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various Provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any Provision in this Agreement.

2. Singular and Plural. Whenever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary and a plural term shall be construed to mean the singular where necessary.

3. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

4. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

5. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

6. Change in the Ownership of the Premises.

- a. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant.
- b. No change or division in the ownership of the Premises shall be binding on Tenant for any purpose, including the payment of Fixed Rental, until Tenant shall have been furnished with Notice from the Landlord substantially in conformance with that form attached hereto

as “EXHIBIT D-2” incorporated herein by reference which shall provide the name, address, contact information, and rent payment address for the new landlord, and a copy of the recorded instrument or other legally authenticated written instrument evidencing such change or division in the ownership of the Premises; or a copy of the assignment of this Agreement by Landlord to another party.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.

8. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.

9. Jurisdiction and Venue. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.

10. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

11. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party’s having or being deemed to have prepared or imposed such provision.

12. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page. Remainder of page is intentionally blank.)

**IN WITNESS WHEREOF**, Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered  
as to Landlord in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**LANDLORD:**

**BALDWIN COUNTY BOARD OF  
COMMISSIONERS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Signed, sealed and delivered  
as to Tenant in the presence of:

**TENANT:**  
**STATE PROPERTIES COMMISSION**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

# EXHIBIT A

[Floor Plans to Be Attached]

Exhibit A  
Floor Plan / description of Premises

The floor plan shows a rectangular layout. At the top is a LOBBY with a circular feature. Below the lobby are two OFFICE spaces separated by a central area labeled REST. To the right of the rest area is a CLOSET and a rest area labeled REST. Dimensions are provided: 10'-11" for the overall width, 15'-0" for the lobby width, and 12'-0" for the rest area width. Labels include 'REST AREA', 'CLOSET', 'LOBBY', 'OFFICE', and 'REST'. A scale bar at the bottom left indicates 'Scale 1" = 5\''.

**BALDWIN COUNTY BOARD OF COMMISSIONERS**

**REGISTERED PROFESSIONAL ARCHITECT**  
JAMES WOOD, P.E.  
BALDWIN COUNTY BOARD OF COMMISSIONERS  
1000 W. STATE ST. 3RD FLOOR  
MILLEDGEVILLE, GA 30651  
PHONE: 478-932-2345  
FAX: 478-932-2346  
WWW.JAMESWOODARCHITECTS.COM

**GEORGIA REGISTERED PROFESSIONAL ARCHITECT**  
JAMES WOOD, P.E.  
#13718

NO.	DATE	REVISION

DATE: 09/23/22  
PAGE: 1 of 1

**EXHIBIT B**

[Rent Commencement Letter Template/Form]

[Date]

[Landlord Name]

[Landlord Address]

Re: Master Lease Agreement dated as of \_\_\_\_\_ (the "Agreement"), by and between \_\_\_\_\_ ("Landlord"), and the State Properties Commission, a Commission within the State Government of Georgia ("Tenant"), concerning certain premises leased by Tenant from Landlord at \_\_\_\_\_.

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the Agreement, the following is confirmation of certain terms and conditions of the Agreement:

1. Tenant improvements are substantially completed, and the Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Full monthly Rent will commence to accrue on \_\_\_\_\_, in the amount of \$\_\_\_\_\_ per month.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment.
4. Tenant's rent checks should be made payable to \_\_\_\_\_
5. Landlord's address for rental payments is \_\_\_\_\_.
6. The exact number of rentable square feet ("RSF") within the Premises is \_\_\_\_\_ RSF.
7. Landlord has provided Tenant as-built drawings of the Premises, either in electronic or scaled paper format.
8. This Rent Commencement Letter is hereby submitted by Tenant and is signed by a duly authorized representative of Tenant.

TENANT:

STATE PROPERTIES COMMISSION,  
A Commission within the State Government of Georgia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Landlord's duly authorized representative.

LANDLORD:

By: \_\_\_\_\_

Authorized Signatory



**EXHIBIT C**

**INTENTIONALLY OMITTED**



**EXHIBIT D-1**

[Form Estoppel and Subordination Agreement]

Lease # \_\_\_\_\_

**ESTOPPEL AND SUBORDINATION AGREEMENT**

This ESTOPPEL AND SUBORDINATION AGREEMENT (this "Agreement") dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ whose business address for purpose of this Agreement is \_\_\_\_\_ ("Mortgagee"), and STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. §50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334 ("Tenant").

**RECITALS:**

**WHEREAS**, Tenant has entered into that Master Lease Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the "Lease") with \_\_\_\_\_ ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of that the real property located at \_\_\_\_\_;

**WHEREAS**, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

**WHEREAS**, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

**WHEREAS**, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

**NOW, THEREFORE**, for and in consideration of the Premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 (\$10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee hereby agree as follows:

1. **Status of Lease.** Landlord and Tenant hereby represent to Mortgagee as follows:
  - (a) that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

(b) Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

(c) Tenant has not been notified by Landlord of any breach or default of the Lease.

2. Subordination. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations and increases in amount thereof.

3. Non-Disturbance of Lease. So long as the Lease, including any renewals, extensions, substitutions or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

(b) Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. Attornment of Tenant. In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and delivery any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including any renewals, extensions, substitutions or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) in any way responsible for any deposit or security which was not delivered to such successor-landlord.

5. Notice of Default to Mortgagee. Tenant hereby agrees to give prompt written notice to Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It



is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

6. Notices, Demands and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof. The sender of said notice shall request the United States Postal Service to show to whom, date and address of delivery of said notice. All notices, demands and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. No Oral Change. This Agreement may not be discharged or notified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.

8. Binding Effect. The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

**TENANT**

WITNESS

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

**MORTGAGEE**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
(AFFIX AND IMPRESS NOTARY  
PUBLIC SEAL HERE)

**LANDLORD**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D-2**

{LETTERHEAD OF CURRENT LANDLORD}

Date

Deputy Executive Director  
State Properties Commission  
270 Washington Street  
Suite 2-129  
Atlanta, GA 30334

*Re: Lease #xxxx, [Agency name], [City], Change of Landlord*

To Whom it May Concern:

[Landlord named in Lease#xxxx] has sold the building at [address] in which the above referenced Lease is located, as of [date of closing]. Pursuant to Article XII, paragraph 6 of the Lease, the new landlord's name and contact information is as follows:

- Name of New Landlord
- Contact name(s) at New Landlord
- Address of New Landlord
- Phone number of New Landlord
- Email address of New Landlord contact(s)

Attached for your records is a copy of the signed Assignment and Assumption of Leases and Rents or similar document.

[New Landlord] will be contacting you and the subtenant with information on a new rent payment address and insurance documentation.

Thank you for your attention to this matter.

Sincerely,

[SIGNATURE]

[Landlord named in Lease#xxxx]

**EXHIBIT E**

INTENTIONALLY OMITTED



**EXHIBIT F**

**RIDER**

[INTENTIONALLY OMITTED]

**Assessor Appointment Resolution**

**Whereas**, there is a vacancy on the Board of Assessors; and

**Whereas**, the law requires the County Commission must appoint a successor when a vacancy occurs; and

**Whereas**, the person appointed will serve a term of 6 years;

**NOW THEREFORE BE IT RESOLVED**, the Baldwin County Board of Commissioners appoints **Harry Keim** to The Baldwin County Board of Tax Assessors with this term of office to begin on **February 8, 2023** and expire on **February 8, 2028**.

**ADOPTED** this 17<sup>th</sup> day of January, 2023.

Baldwin County Board of Commissioners

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Signature of Chairman

ATTEST:

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Signature of County Clerk

Baldwin County Board of Commissioners Communication  
1601 N. Columbia Street, Milledgeville, GA 31061



To: Board of Commissioners  
From: County Manager Carlos Tobar  
Date: 01/13/2023  
RE: Selection of County Attorney

Baldwin County Board of Commissioners requested the Middle Georgia Regional Commission (MGRC) to develop a Request for Qualifications and recruit for the County Attorney position. MGRC advertised the position for a month. MGRC staff scored all the applicants based on experience in local government, staffing capacity and experience working with Baldwin County. They provided the qualifications and pricing for the top three firms. The three firms below are ranked by cost from least amount to highest amount:

1. Smith, Welch Webb & White, LLC; Brandon Palmer, \$200 per hour
2. Jarrard & Davis, LLP; Jeffrey Strickland, \$250 per hour
3. James Bates Brannon Groover, LLP, Duke R. Groover, \$50,000 retainer and \$300 per hour for additional legal services

Sincerely,

A handwritten signature in blue ink, appearing to read "Carlos Tobar", is written over a horizontal line.

Carlos Tobar, County Manager

**OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL**

REFERENCE NO. : 14300

Item 7.

**SUBGRANT AWARD**

**SUBGRANTEE:** Baldwin County Board of Commissioners

**IMPLEMENTING**

**AGENCY:** Baldwin County BOC

**PROJECT NAME:** Multi-Jurisdictional Task Force

**SUBGRANT NUMBER:** B21-8-009

**FEDERAL FUNDS:** \$ 151,896

**MATCHING FUNDS:** \$ 0

**TOTAL FUNDS:** \$ 151,896

**GRANT PERIOD:** 01/01/23-12/31/23


This Award is hereby made in the amount and for the period shown above for a Subgrant under the Anti-Drug Abuse Act of 1988, Public law 100-690, Title VI, Subtitle C.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Anti-Drug Abuse Act of 1988. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**

  
\_\_\_\_\_  
Jay Neal, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official      Date

Date Executed: 12/19/22

\_\_\_\_\_  
Typed Name & Title of Authorized Official

58-6000782-003

\_\_\_\_\_  
Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	14300	1	01/01/23	9		**	B21-8-009
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	14C20				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Multi-Jurisdictional Task Force	624.41	\$ 151,896



**AGREEMENT FOR FIRE SERVICE MUTUAL AID**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Gray Fire Department** and **Baldwin County Fire Rescue**.

**WHEREAS**, the law of Georgia permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

**WHEREAS**, the law of Georgia permits Municipal Fire Departments and Fire Protection Districts to enter into contracts to provide mutual aid regarding emergency services; and

**WHEREAS**, the parties hereto are governmental entities and fire service organizations qualified under the law to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are given as a result of a request for assistance under certain circumstances; and

**WHEREAS**, there might arise in one of said fire service organization’s jurisdictions an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; and

**WHEREAS**, there might arise in one of said fire service organization’s jurisdictions an emergency requiring emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

**WHEREAS**, the parties hereto desire an agreement to provide assistance to each other at the time of a significant emergency and to provide assistance to each other at the time emergency services are given as a result of a request for assistance under certain circumstances or to provide automatic aid to each other; therefore

**IT IS MUTUALLY AGREED**, for and in consideration of the mutual agreements between the parties hereto, that:

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its fire chief,

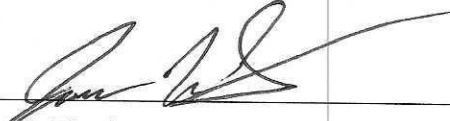
or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.
3. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.
4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
  - a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.
  - b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.
  - c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.
  - d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.
  - e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.

5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.
6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
7. Unless renewed by the parties within one hundred and twenty (120) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, if renewed, five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a one hundred and twenty (120) day advance written notice is mailed or delivered to the other party.
8. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

**City of Gray Fire Department**

By:  \_\_\_\_\_

John K. Eisele

Fire Chief


 \_\_\_\_\_

Ed Barbee

Mayor

Approved as to form and legality: \_\_\_\_\_

**Baldwin County Fire Rescue, Baldwin County**

By:  \_\_\_\_\_

Victor Young  
Fire Chief

\_\_\_\_\_  
**Emily C. Davis**  
**Chair**

Approved as to form and legality: \_\_\_\_\_

County Attorney