

GRADY COUNTY BOARD OF COMMISSIONERS/GRADY COUNTY LAKE AUTHORITY

CALLED MEETING MINUTES

September 20, 2022, Meeting

The Grady County Board of Commissioners and the Grady County Lake Authority met on September 20, 2022, at 5:00 pm for a called meeting to discuss transferring the property around the lake to the Grady County Lake Authority. Present were Phillip Drew (BOC), June Knight (BOC), Ray Prince (BOC and LA), LaFaye Copeland (BOC), Alyssa Blakley (LA), Charles Renaud (LA), Steven Childs (LA), Charles Ferenchick (LA Attorney), Buddy Johnson (County Administrator), Mike Binion (Lake Authority Director), Holly Murkerson (Finance Director), John White (County Clerk), and Keith Moye (BOC) attended by telephone.

Mr. Drew opened the meeting with the invocation and pledge to the flag.

Motion by Mrs. Knight, second by Mr. Prince to approve the agenda as presented. The motion was approved.

PUBLIC COMMENTS

None

PRESENTATIONS

None

CORRESPONDENCE

CONSENT ITEMS

FORMAL ACTIONS

Mr. Ridley and Mr. Ferenchick explained what the Resolution authorizes and the action that will take place in putting the new Intergovernmental agreement between the Board of Commissioners and the Lake Authority. Mr. Ridley stated that the county will retain the mitigation sites and the dam itself due to permitting.

FA076-22 Motion by Mrs. Knight, second by Mrs. Copeland to approve the Resolution to transfer the Lake Property to the Grady County Lake Authority. The motion was approved.

NEW/UNFINISHED BUSINESS

Mr. Drew stated that Ms. Blakley and Mr. Cohen had resigned from the Lake Authority Board. Mr. Drew recommended that Jennifer Jarvis and June Knight be appointed to fill these vacancies.

FA083-22 Motion by Mrs. Copeland, second by Mr. Prince to appoint Jennifer Jarvis and June Knight to fill the unexpired terms of Alyssa Blakley and Eric Cohen. The motion was approved.

EXECUTIVE SESSION:

None

REPORTS

RESOLUTIONS, PROCLAMATIONS, AND AGREEMENTS

RESOLUTION

A RESOLUTION OF THE GRADY COUNTY BOARD OF COMMISSIONERS TO
AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH
THE GRADY COUNTY LAKE AUTHORITY TO CONVEY CERTAIN REAL PROPERTY
SURROUNDING TIRED CREEK LAKE TO THE GRADY COUNTY LAKE AUTHORITY

WHEREAS, after study and investigation, the Grady County Board of Commissioners has determined that it is in the best interests of the citizens of Grady County that certain real property surrounding Tired Creek Lake be conveyed to the Grady County Lake Authority in furtherance of the Lake Authority's purpose;

WHEREAS, the Lake Authority has considered the proposed conveyance and has agreed

to accept title to the property according to the terms of that Intergovernmental Agreement between the County and the Lake Authority;

WHEREAS, it is proper that the Board of Commissioners approve the form of that Intergovernmental Agreement relating to the conveyance and authorize Grady County officials to do all acts necessary to complete the conveyance.

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

1. The Board of Commissioners hereby approves the form of the Intergovernmental Agreement and authorizes the Chairman, with the advice of the County Attorney, to finalize the terms of the Intergovernmental Agreement and execute the same and to execute and deliver the deed required by the Intergovernmental Agreement and any other documents necessary to complete the transaction.

2. From and after the execution and delivery of the documents approved hereby, the proper officials of Grady County are hereby authorized, empowered, and directed to do all acts and to execute all documents as may be necessary to carry out the transaction. All such acts of the County officials that are in conformity with the purposes of this resolution are hereby approved.

ADOPTED by the Board of Commissioners of Grady County, Georgia, this 20th day of September, 2022.

GRADY COUNTY BOARD OF COMMISSIONERS

By _____ *IV*
Phillip



Attest: *[Signature]*
John White, County Clerk
(Aff Seal)

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF GRADY

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, "Agreement") entered into this c2oi.:J:l- day of Sep (-p-fe--e./ 20-d-2,.._ by and between GRADY COUNTY, acting through its elected Board of Commissioners, and the GRADY COUNTY LAKE

AUTHORITY a political subdivision of the State of Georgia (hereinafter, "Authority").

WITNESSETH THAT:

WHEREAS, Grady County holds title to approximately 2,900 acres of real property that contains a 960-acre recreational fishing lake, known as Tired Creek Lake (hereinafter, "Lake"); and

WHEREAS, the Lake was constructed as authorized under a permit issued May 28, 2010, by the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (hereinafter, "Permit"); and

WHEREAS, the Lake was constructed to meet the existing and future fishing needs of Grady County and its citizens; and

WHEREAS, the Permit regulates the area within the normal pool of the Lake and the 100' buffer;

WHEREAS, the undeveloped property owned by the County adjacent to the Lake within the 2,900 acres, excluding the normal pool of the Lake and its associated 100' buffer, is subject to ancillary development documents (Tired Creek Property);

WHEREAS, the Lake's construction was funded, in part, by revenue bonds issued by the Authority; and

WHEREAS, by intergovernmental agreements, Grady County has guaranteed the repayment of those bonds; and

WHEREAS, the Permit contains certain conditions and requirements for the management of the Lake and places certain requirements upon Grady County as the Permittee ; and

WHEREAS, a violation of the Permit terms and conditions could result in restoration, additional mitigation measures, or regulatory civil monetary fines and/or enforcement actions causing a significant financial loss to Grady County; and

WHEREAS, Grady County desires that the Authority, according to the Authority's declared purpose and enumerated powers, be responsible for the development of the Tired Creek Property to achieve the greatest benefit to the citizens of Grady County; and

WHEREAS, O.C.G.A. § 36-9-3(a)(3)(A) authorizes the governing authority of a county to convey real estate to any other body politic; and

WHEREAS, the Authority was created by the Grady County Lake Authority Act, Ga. Laws 2013, p. 4357, as amended (hereinafter, "Act") as a body corporate and politic; and

WHEREAS the Authority's purpose is to acquire, construct, equip, maintain, and operate certain projects for use by Grady County and the development of trade, commerce, industry, and employment opportunities pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia ("Authority's Purpose"); and

WHEREAS, the Authority has the power under the Act to acquire or receive title to property of

every kind and description from any other body politic on such terms and conditions and in such a manner as the Authority may deem proper; to lease or make contracts with respect to the use or disposition thereof; and to dispose of the same by public or private sale, provided that

the proceeds of any such sale to private parties must be used in furtherance of the purposes for which the Authority was created; and

WHEREAS, the Authority has the power under the Act to make and execute contracts, leases, installment sales, agreements, and other agreements and all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired; and any and all persons, firms, and corporations and any and all political subdivisions, departments, institutions, or agencies of the state are authorized to enter into contracts, leases, or agreements with the authority upon such terms for such purposes as they deem advisable; and to enter into contracts, lease agreements, or other undertakings relative to the furnishing of services and facilities by the Authority to such municipal corporations, counties, and political subdivisions or relative to the furnishing of facilities and services by municipal corporations, counties, political subdivisions, corporations, or individuals to the Authority for a term not exceeding 50 years; and

WHEREAS, after study and investigation, the Board of Commissioners of Grady County and the Authority have determined that conveying the unimproved Tired Creek Property to the Authority will facilitate the Authority's Purpose; and

WHEREAS, the parties desire to establish the terms and conditions upon which the Tired Creek Property will be conveyed, how the property shall be used or developed, and how the revenues generated by the development shall be used.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the parties to agree as follows:

1. The County will convey to the Lake Authority the Tired Creek Property less and except (1) those mitigation sites identified on that plat of survey by Joseph F. Brock, dated April 3, 2012, and recorded in plat book 47, pages 27-32, Grady County records, (2) the dam site, the boundary lines of which Grady County will have surveyed and platted after this Agreement's execution, and (3) the rights-of-way of all public roads maintained by Grady County.

2. Within fourteen days of the plat of survey of the dam being recorded in the property records of Grady County, Grady County shall deliver a properly-executed quitclaim deed conveying the property referenced in paragraph 1 to the Lake Authority.

3. Said deed shall be subject to all easements, covenants and restrictions of record, the terms and conditions of the Permit, and the terms and conditions of this Agreement.

4. The Authority shall be responsible for developing the Tired Creek Property according

to its enumerated powers, the Permit, and any other relevant laws, rules, ordinances, or regulations.

5. Except as expressly provided herein, the Authority may use the Tired Creek Property in any lawful manner as it finds, through study and investigation, that is in the best interests of the citizens and taxpayers of Grady County. The Authority's lawful powers specifically include but are not limited to, the power to lease or make contracts with respect to the use or disposition of the Tired Creek Property; and to dispose of the same by public or private sale, provided that the proceeds of any such sale to private parties must be used in furtherance of the Authority's Purposes for which the Authority was created; to make and execute contracts, leases, installment sales, agreements, and other agreements and all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired; and any and all persons, firms, and corporations and any and all political subdivisions, departments, institutions, or agencies of the state are authorized to enter into contracts, leases, or agreements with the authority upon such terms for such purposes as they deem advisable; and to enter into contracts, lease agreements, or other undertakings relative to the furnishing of services and facilities by the Authority to such municipal corporations, counties, and political subdivisions or relative to the furnishing of facilities and services by municipal corporations, counties, political subdivisions, corporations, or individuals to the Authority for a term not exceeding 50 years.

6. The Authority may not sell more than 200 acres of the Tired Creek Property in a single transaction without first obtaining approval from the Board of Commissioners of Grady County. Such approval may only be given by resolution after public notice, a hearing, and a finding that the proposed transaction is in the best interests of Grady County.

7. All revenues and proceeds received by the Authority under this Agreement shall be used by the Authority in accordance with the Act. The Authority may not pledge any such revenues in contravention of the obligations and requirements arising from the outstanding revenue bonds issued by the Authority. While any of the revenue bonds issued by the Authority remain outstanding, the powers, duties, or existence of the Authority or of its officers, employees, or agents shall not be diminished or impaired in any manner that would affect adversely the interests and rights of the holders. All funds received by the Authority pursuant to this Agreement, whether as proceeds from the sale of revenue bonds or revenue, rents, fees, charges, or other earnings or as grants, gifts, or other contributions, shall be deemed to be trust funds to be held and applied by the Authority, solely as provided the Act. The bondholders entitled to receive the benefits of such funds shall have a lien on all such funds until the same are applied as provided for in any such resolution or trust instrument of the Authority.

8. The Lake Manager, which is a position created and funded by Grady County, shall

continue to manage and oversee the day-to-day operations of the Lake and the Tired Creek Property. The Lake Manager shall report to the Authority. The Grady County Board of Commissioners shall retain authority to fix the compensation for this position. This paragraph shall not be construed to restrict the Authority's power to appoint, select, and employ officers, agents, and employees, including engineering, architectural, and construction experts, fiscal agents, and attorneys and fix their respective compensations.

9. The Authority may propose ordinances to the Grady County Board of Commissioners for the purpose of regulating activities occurring on the Lake and Tired Creek Property and to generally promote the public health and welfare.

10. Should the Authority for any reason be dissolved after full payment of all bonded indebtedness, both as to principal and interest, title to all Tired Creek Property held by the Authority at the time of such dissolution shall be conveyed to Grady County; or title to any such property may be conveyed prior to such dissolution in accordance with provisions which may be made therefor in any resolution or trust instrument relating to the property, subject to any liens, leases, or other encumbrances outstanding against or in respect to said property at the time of such conveyance.

11. Should a court of competent jurisdiction hold that any of the terms or conditions of this Agreement are invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision contained herein.

12. The terms contained in this Agreement constitute the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, by and between the parties hereto with respect to the subject matter hereof. No modification, amendment, or extension of this Agreement, and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

13. This Agreement shall supersede that *Joint Resolution of the Grady County Board of Commissioners and the Grady County Lake Authority Regarding Tired Creek Lake*, adopted September 6, 2016, which is hereby rescinded in its entirety.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the year and date first above written.

AD£ mv

Chairman, Board of C

Attest:



A handwritten signature in black ink, appearing to read 'W. H. B. S.', written over a horizontal line.

County Clerk
(Affix Seal)

By: _____
Chairman

GRADY COUNTY LAKE

Attest
Secretary
(Affix Seal)

_____ a? ;y

Grady County Board of Commissioners/Grady County Lake Authority Called Meeting

September 20, 2022, 5:00 PM

I. Executive Duties

A. Call to Order – 5:00 PM

B. Invocation/Pledge

C. Adoption of Agenda

D. Public Comments (3 Mins)

II. Presentations

None

III. Correspondence

IV. Consent Items – (One motion)

V. Formal Actions

FA076-22 Approve/Disapprove the Resolution to transfer the Lake Property to the Grady County Lake Authority.

VI. New and unfinished Business

None

VII. Executive Session

None

VIII. Reports

a. Attorney's Report

b.

c.

VIII. Adjournment

Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the ADA Coordinator at 229-377-1512 promptly to allow the County to make reasonable accommodations for those persons.

ADJOURNMENT

Motion to adjourn was made by Mrs. Knight and second by Mrs. Copeland. The motion was approved.

PHILLIP DREW, CHAIR

June Knight, VICE-CHAIR

ATTEST:

RAY PRINCE, COMMISSIONER

JOHN WHITE, COUNTY CLERK

Keith Moyer, COMMISSIONER

LAFAYE COPELAND, COMMISSIONER