

Milledgeville City Council
City Hall – Council Chambers
119 East Hancock Street
March 27, 2018
6:30 PM

Milledgeville City Council met in regular session on Tuesday, March 27, 2018 at 6:30 PM in the Council Chambers of City Hall with Mayor Mary Parham–Copelan presiding. Members of Council present were Richard Mullins, Collinda J. Lee, Denese Shinholster, Walter Reynolds and Steve Chambers. Alderwoman Jeanette Walden was absent due to illness in her family.

Others present were Jimmy Jordan, Bo Danuser, Melba Hilson–Butts, Felicia Cummings, Mervin Graham, Hank Griffeth, Gregory Barnes, Billy Hobbs, Will Slayton, Coaches and members of the Baldwin High School and Georgia Military College Prep School Boys and Girls Basketball Teams along with their parents and members of the public.

Mayor Parham–Copelan called the meeting to order at 6:30 PM. The Clerk called roll and a quorum of members of Council was declared present.

Gregory Barnes said a prayer and then joined in the reciting of the Pledge of Allegiance.

Mayor Parham–Copelan welcomed everyone to the Council meeting.

Mayor Parham–Copelan presented trophies to the Baldwin High School and Georgia Military College basketball teams for their advancement in their respecting tournaments. She presented plaques to the coaches and awards to helpful participants of the teams. She stated that

Motion Mr. Mullins, second Ms. Shinholster to adopt the March 13, 2018 Council meeting minutes.

On vote aye: Mr. Mullins, Dr. Lee, Ms. Shinholster, Mr. Reynolds and Mr. Chambers. The motion carried and the minutes were adopted as official.

Mayor Parham–Copelan stated that there was no old business and moved to new business.

The Clerk read Ordinance -1803-002 by caption stating that this was the first reading of an ordinance to grant a special use of 700 South Wayne Street for an automobile lot with a maximum of twenty cars.

The ordinance was presented as follows:

ORDINANCE O-1803-002

(FOR READING ONLY)

AN ORDINANCE AMENDING THE ORDINANCE PASSED AND ADOPTED ON THE 10TH DAY OF DECEMBER 2002, KNOWN AS "THE LAND DEVELOPMENT CODE OF THE CITY OF MILLEDGEVILLE, GEORGIA." ORDINANCE GRANTS A SPECIAL USE FOR THE PROPERTY LOCATED AT 700 S. WAYNE STREET. THE SPECIAL USE IS FOR AN AUTOMOBILE LOT WITH A MAXIMUM OF TWENTY CARS.

WHEREAS, Linton McKnight, of Milledgeville, Georgia did submit to the Milledgeville Planning and Zoning Commission for review and recommendation, a request that a Special Use for an Automobile Lot, with a maximum of twenty (20) cars be granted in the use district designation of the property hereinafter described as CC;

WHEREAS, the Milledgeville Planning and Zoning Commission, in session duly called and assembled, considered said request by Linton McKnight, and said Commission _____ said request and thereafter notified The Mayor and Aldermen of the City of Milledgeville of its decision thereof; and

WHEREAS, more than fifteen days prior to the date set for said public hearing, the Building Inspector of the City of Milledgeville, caused to be erected on the hereinafter described land, public notice signs, of at least six square feet each, and in conspicuous places upon said property, upon which was printed the information as to the proposed change and the date and time of the public hearing before the Mayor and Aldermen of the City of Milledgeville, all as shown by the affidavit of said Zoning Secretary attached to the original petition filed in this matter; and

WHEREAS, notice of the time and place of said hearing was duly published in The Union Recorder, a newspaper having general circulation in the City of Milledgeville, on the _____ day of _____, 2018, all as is set forth in an affidavit of Keith Barlow, Publisher of said newspaper, and attached to the original petition filed in this matter; and,

WHEREAS, The Mayor and Aldermen of the City of Milledgeville held a public hearing on said proposed request on the _____ day of _____, 2018 at 6:30 P.M., at the City Hall.

NOW THEREFORE BE IT ORDAINED by the Mayor and Aldermen of the City of Milledgeville, and it is ordained by authority thereof:

SECTION I. That a Special Use in the CC District allowing an Automobile Lot, with a maximum of twenty (20) cars be granted as set forth in the findings and recommendations of the Planning and Zoning Commission. That said property be developed and constructed pursuant to the detailing set forth in testimony and findings of the City of Milledgeville Planning and Zoning Commission and the hereinafter described land designated as CC be used upon the expressed condition that said areas will be used for purposes permitted as special use authorized under the CC District, and said land being described as follows:

Legal Description

Property is described as being addressed as 700 S. Wayne Street, Baldwin County Tax Map 62 Parcel 019 and more particularly described in Exhibit A attached hereto.

SECTION II. All provisions of said Ordinance passed and adopted on the 10th day of December 2002, known as "The Land Development Code of the City of Milledgeville, Georgia", not in conflict herewith are hereby reaffirmed.

FIRST READ this 27th day of March, 2018.

Mary Parham-Copelan, Mayor

ATTEST:

Bo Danuser, Clerk

EXHIBIT A
ORDINANCE O-1803-002

All of the undivided interest of Otelia Hefferon and The Andrew Robert McKnight Revocable Trust, which is 2/3 undivided interest, in that parcel of land with all permanent improvements located within the City of Milledgeville, 320th G.M.D., in Baldwin County, Georgia, formerly known as Old Gulf Station. This parcel is bounded as follows: On the North by East Burke Street; On the East and South by property currently or formerly owned by Linton W. McKnight, Otelia Hefferon, and Andrew Robert McKnight as Trustee of the Andrew Robert McKnight Revocable Trust Agreement Dated December 19, 2008; and, On the West by Wayne Street.

Property is further described as being addressed as 700 S. Wayne Street, Baldwin County Tax Map M 62 Parcel 019.

Mayor Parham Copelan assigned the ordinance to the Planning and Zoning Commission.

The Clerk read Resolution R-1803-014 by caption stating that this was resolution to authorize a revocable license agreement with Bike Walk Baldwin for Bike Walk Baldwin to construct and maintain a mountain bike trail on the City of Milledgeville owned property located on that wooded tract of Fishing Creek between the West McIntosh Street right-of-way and West Charlton Street.

The resolution was presented as follows:

RESOLUTION R-1803-014

A Resolution to Authorize a Revocable License Agreement with Bike Walk Baldwin for Bike Walk Baldwin to Construct and Maintain a Mountain Bike Trail on the City of Milledgeville Owned Property Located on That Wooded Tract of Fishing Creek Between the West McIntosh Street Right-of-Way Extension and West Charlton Street

WHEREAS, the Mayor and Aldermen of the City of Milledgeville desire to allow Bike Walk Baldwin to construct and maintain a mountain bike trail on that certain portion of City of Milledgeville owned property located on Fishing Creek between the West McIntosh Street Extension and the West Charlton Street rights-of-way; and

WHEREAS, Bike Walk Baldwin will utilize grants and volunteers to construct and maintain the proposed trail to provide a public amenity at this location; and

WHEREAS, the aforementioned agreement with hereby attached and by reference duly incorporated and made a part of this resolution.

NOW THEREFORE BE IT RESOLVED by the Mayor and Aldermen of the City of Milledgeville, meeting in formal session, that Mayor Mary Parham-Copelan is hereby authorized to enter into a Revocable License Agreement with Bike Walk Baldwin to allow Bike Walk Baldwin to construct and maintain a mountain bike trail on portions of Fishing Creek between the West McIntosh Street Extension and the West Charlton Street rights-of-way.

PASSED AND ADOPTED this 27th day of March, 2018.

Mary Parham-Copelan, Mayor

ATTEST:

Bo Danuser, Clerk

STATE OF GEORGIA
COUNTY OF BALDWIN

REVOCABLE LICENSE AGREEMENT BETWEEN
CITY OF MILLEDGEVILLE
AND
BIKE WALK BALDWIN, INC.

THIS AGREEMENT entered into this _____ day of _____, 2018, between the MAYOR AND ALDERMEN OF THE CITY OF MILLEDGEVILLE ("City"), a municipal corporation chartered under the laws of the State of Georgia, party of the first part, and the BIKE WALK BALDWIN, INC. ("Licensee") a Domestic Nonprofit Corporation, party of the second part.

WITNESSETH:

WHEREAS, the City of Milledgeville owns a 59-acre tract on Fishing Creek between the extensions of the West Charlton Street and West McIntosh Street rights-of-way on which the city's public works facility, inert landfill and convenience center are located; and

WHEREAS, most of this property is wooded and not presently used by the city; and

WHEREAS, Bike Walk Baldwin, Inc. desires to construct and maintain a mountain bike trail on the unimproved portion of this property for public use and enjoyment; and

WHEREAS, the City has determined that proposed use of the unimproved portion of this property does not conflict with the existing public works and convenience center operations; and

WHEREAS, the City recognizes the mutual benefit of partnering with Bike Walk Baldwin, Inc. in providing this public recreational amenity; and

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein, the parties hereby covenant and agree as follows:

1.

The City grants a revocable, non-exclusive license over that portion of city-owned property identified by the Baldwin County Tax Assessor as Map M20, Parcel 001 and Map M20 Parcel 002 upon which Licensee will construct and maintain a mountain bike trail for public recreational use at no expense to the City and for ingress and egress to operate and maintain the same. Location of the trail and access on City property shall be as directed by the City Manager or his designee.

2.

Licensee agrees that any construction or encroachment pursuant to exercise of this license will be in accordance with prevailing permitting and codes and will not interfere with public works or convenience center operations. Licensee further agrees that city facilities, including abandoned water treatment plant premises, will remain off-limits to trail users and Licensee will take reasonable measures to prevent access to the same including but not limited to erection of physical barriers as needed.

3.

The parties agree that if in the future the City determines that it has a need for the premises on which the trail is located or if exercise of this license interferes with public works or convenience center operations, the city may amend or void this license and Licensee shall close or relocate the trail at no expense to the City.

4.

Licensee acknowledges that operations and maintenance of the trail facility on City premises is solely at its own risk and assumes full responsibility thereof. Licensee agrees to indemnify and hold harmless the City of Milledgeville, Georgia and its successors and assigns from any claim, action, liability, loss, damage or suit, arising from use of the licensed premises under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF MILLEDGEVILLE

BY: _____

MARY PARIHAM-COPELAN, MAYOR

Signed, sealed, and delivered in the presence of this
_____ day of _____, 2018:

Witness

Notary Public

BIKE WALK BALDWIN, INC.

BY: _____

TOM GLOVER, REGISTERED AGENT

Signed, sealed, and delivered in the presence of this
_____ day of _____, 2018:

Witness

Notary Public

Motion Mr. Reynolds, second Mr. Chambers to approve the resolution as presented.

On vote aye: Mr. Mullins, Dr. Lee, Ms. Shinholster, Mr. Reynolds and Mr. Chambers. The motion carried and the resolution was adopted as official.

The Clerk read Resolution R-1803-015 by caption stating that was a resolution to authorize a park and right-of-way grounds maintenance service agreement with PS Landscaping.

The Resolution was presented as follows:

RESOLUTION R-1803-015

A Resolution to Authorize a Park and Right-of-Way
Grounds Maintenance Service Agreement with PS Landscapes

WHEREAS, the Mayor and Aldermen of the City of Milledgeville desire to enter into an agreement with PS Landscaping to provide park and right-of-way maintenance at Huley Park, Central City Park, Wilkinson Street Park, water tank sites and selected rights-of-ways and easements; and

WIHEREAS, the agreement also included additive pricing for Oconee River Greenway grounds maintenance and pricing for optional treatments such as applications of fire and control, herbicides and growth regulators; and

WHEREAS, the aforementioned Maintenance Service Agreement is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW THEREFORE BE IT RESOLVED by the Mayor and Aldermen of the City of Milledgeville, meeting in formal session, that Mayor Mary Parham-Copelan is Hereby authorized to enter into a Grounds Maintenance Service Agreement with PS Landscaping for the maintenance of Huley Park, Central City Park, Wilkinson Street Park, water tank sites and selected rights-of-way and easements.

PASSED AND ADOPTED this 27th day of March, 2018.

Mary Parham-Copelan, Mayor

ATTEST:

Bo Danuser, Clerk

Motion Ms. Shinholster, second Dr. Lee to approve the resolution as presented.

On vote aye: Mr. Mullins, Dr. Lee, Ms. Shinholster, Mr. Reynolds and Mr. Chambers. The motion carried and the resolution was adopted as official.

The Clerk read Resolution R-1803-016 by caption stating that this was a resolution of the City of Milledgeville, Georgia authorizing, approving and directing the employment of a certain law firm to represent the City in potential litigation against contributors of the opioid addiction crisis.

The resolution was presented as follows:

RESOLUTION R-1803-016

A RESOLUTION OF THE CITY OF MILLEDGEVILLE, GEORGIA ("CITY")
AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF A CERTAIN
LAW FIRM TO REPRESENT THE CITY IN POTENTIAL LITIGATION AGAINST
CONTRIBUTORS OF OPIOID ADDICTION CRISIS.

WHEREAS, the City is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse; and,

WHEREAS, the City desires to retain the Law Firm identified herein to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MILLEDGEVILLE CITY COUNCIL, AS FOLLOWS:

Section 1. The City Council, as the governing body of the City, hereby authorizes and approves the employment of the law firm identified in the Legal Services Agreement, attached hereto and incorporated herein as Exhibit "A" (herein referred to as the "Law Firm") to represent the City in potential litigation against contributors of the Opioid addiction crisis.

Section 2. The City Council hereby authorizes and approves, or confirms authorization and approval, of the Legal Services Agreement, substantially in the form attached hereto and incorporated herein by reference thereto as Exhibit "A", and directs the Mayor to execute and enter into the Legal Services Agreement with the Law Firm, setting forth the scope of the work to be performed by the Law Firm, including litigation against contributors to the Opioid addiction crisis within the City and the terms and conditions of the employment of the Law Firm. The Legal Services Agreement may be amended, after approval of this Resolution, without further action of the City Council, with the approval of the Mayor, whose signature on the Legal Services Agreement shall be evidence of such approval.

Section 3. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Milledgeville City Council, held on March 27, 2018.

Mary Parham-Copelan, Mayor

ATTEST:

Bo Danuser, Clerk

Jimmy Jordan, City Attorney

CERTIFICATE

I, the undersigned Clerk of Milledgeville, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by the City in a meeting duly called and assembled on _____, ____, 2018, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Legal Services Agreement have been recorded in the minute book of the City which is in my custody and control in accordance with Georgia law.

IN TESTIMONY WHEREOF, witness my signature this _____, 2018.

City Clerk

EXHIBIT "A"
LEGAL SERVICES AGREEMENT

RE: Milledgeville, Georgia civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby.

1. SCOPE OF EMPLOYMENT: Milledgeville, Georgia (hereinafter "Client"), by and through its City Council, hereby retains the law firm of Blasingame, Burch, Garrard & Ashley, P.C. ("the Firm") pursuant to the Georgia Rules of Professional Conduct and O.C.G.A. § 36-1-3, on a contingent fee basis, to pursue all civil remedies against the manufacturers of prescription opiates

and those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Milledgeville, Georgia including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. Henry G. Garrard, III of the law firm Blasingame, Burch, Garrard & Ashley, P.C. shall serve as Lead Counsel. Client authorizes Lead Counsel to employ and/or associate additional counsel, with consent of Client, to assist Lead Counsel in the just prosecution of the case.

2. ATTORNEYS' FEES: In consideration, Client agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the Client as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses and shall include the value of any abatement of the opioid epidemic as discussed more fully below. Client grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees in the lawsuit filed by the Firm on behalf of Client, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. There is no fee if there is no recovery.

The Client acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers and wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced

by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the Client and the Firm regarding the definition of a “successful recovery.”

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of manufacturers and wholesale distributors. The Client agrees to compensate the Firm, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment, in favor of the Client, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, Client agrees to pay 30% of the gross amount to the Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), Client agrees to pay 30% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses. To be clear, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall the Client be obligated to pay any attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the Client’s claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). Client acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

Negotiability of Fees: The rates set forth above are not set by law but are negotiable between the Firm and Client.

3. COSTS AND OTHER EXPENSES: The Firm and/or the other law firms in association with the Firm, hereinafter referred to as the "Attorneys," shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. There is no reimbursement of litigation expenses if there is no recovery. Costs advanced will be payable out of the Client's share of any recovery and will not affect the contingency rate or fees due to the Firm.
4. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the Client. Any division of fees will be governed by the Georgia Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the Client; (2) the Client has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the Client and each lawyer and shall comply with the terms of the Georgia Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.
5. COMMUNICATIONS WITH CLIENT: Lead Counsel shall appoint a contact person to keep the Client reasonably informed about the status of the matter in a manner deemed appropriate by the Client. The Client at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, Lead Counsel shall provide the Client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 of the Georgia Rules of Professional Conduct. The closing statement shall be signed by the Client and reflect the amount paid to each attorney among whom the fee is being divided.

6. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: Client acknowledges review and understanding of this agreement, having read its contents in its entirety, and Client understands and agrees with all of its provisions. Client acknowledges that the Firm, its employees or agents, and the terms of this Agreement have made no promise or guarantee regarding the successful determination of Client's claim or causes of action, nor any guarantees regarding the amount of recovery or the type of relief, if any, which Client may obtain there from. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this _____ day of _____, 2018.

Milledgeville, Georgia

Mayor

Accepted:

BLASINGAME, BURCH, GARRARD & ASHLEY, P.C.
440 College Avenue, Suite 320
Athens, Georgia 30601

By _____ Date _____

Motion Mr. Reynolds, second Mr. Chambers to approve the resolution was presented.

On vote aye Mr. Mullins, Dr. Lee, Ms. Shinholster, Mr. Reynolds and Mr. Chambers.

The motion carried and the resolution was adopted as official.

Mayor Parham-Copelan nominated Quinton T. Howell to serve on the Development Authority of the City of Milledgeville and Baldwin County.

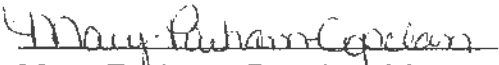
Motion Mullins, second Dr. Lee to confirm the nomination.

On vote aye: Mr. Mullins, Dr. Lee, Ms. Shinholster and Mr. Reynolds. On vote no: Mr. Chambers. The motion carried and Mr. Howell was appointed to the Development Authority.

Mayor Parham-Copelan stated that there were no more items on the agenda.

Motion Ms. Shinholster, second Mr. Mullins to adjourn.

The meeting was adjourned at 7:00 PM.


Mary Parham-Copelan, Mayor

ATTEST:


Bo Danuser, Clerk