

BYLAWS

THE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

ARTICLE I - THE AUTHORITY

1. Name of Authority. The name of the Authority shall be the “Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County” (hereinafter referred to as the “JDA”).
2. Creation and purpose. Pursuant to O.C.G.A. §36-62-4, the JDA was duly created by independent resolutions (the “creating resolutions”) adopted by Jasper County on March 1, 1999, and Morgan County, Newton County and Walton County on March 2, 1999. The JDA’s purpose is to promote trade, commerce, industry and employment in Jasper County, Morgan County, Newton County and Walton County.
3. Seal of the Authority. The seal of the JDA shall be in the form of a circle and shall bear the name of the JDA and the year of its organization.
4. Location of Authority. The JDA has jurisdiction in Jasper, Morgan, Newton and Walton Counties and thereby is concurrently located in four counties. The JDA’s address for receipt of mail and official notifications may be both established and changed from time to time by majority vote of the Directors.

ARTICLE II - DIRECTORS AND EMPLOYEES

1. Directors. In accordance with the creating resolutions, the JDA shall consist of eight (8) Directors. Each member appointed to the Board shall be a taxpayer residing within the County making the appointment to the Board. Two members of the Board shall be appointed by the Board of Commissioners for each county. One member of the Board from each county shall be an ex-officio member of the Board of Commissioners of that county. The other member of the Board from each county may be any taxpayer residing within that county who is not a member of the Board of Commissioners.
2. Director Terms. In accordance with the creating resolutions, the initial Director terms were staggered with one Director from each county serving two years and one Director from each county serving four years. After the initial term, all terms are four (4) years. If at the end of any term of any member a successor to such member has not been appointed the member

whose term of office has expired shall continue to hold office until his successor is appointed. Below is a chart showing the terms with examples going through 2027. The 4-year term sequence will continue indefinitely.

Board Member 1 from each County	1999- 2001*	2001 – 2005	2005 – 2009	2009 – 2013	2013- 2017	2017- 2021	2021 - 2025
Board Member 2 from each County	1999 - 2003	2003 - 2007	2007 – 2011	2011 – 2015	2015 – 2019	2019 - 2023	2023 - 2027

**the first term of Board Members 1 were 2 years to allow the terms to stagger.*

3. Authority to bind. No individual Director has the authority to act for or bind the JDA. Only an affirmative vote by the majority of JDA Directors during a meeting of the JDA at which a quorum is present may bind the JDA.
4. Employees. The JDA may employ one or more persons to administer and assist in the performance of its duties and responsibilities upon such terms and conditions as may be determined from time-to-time by the JDA.
5. Compensation. Directors shall receive no compensation for their services but may be reimbursed for their actual expenses incurred in the performance of their official duties for the JDA upon submittal of receipts for such expenses.

ARTICLE III - OFFICERS

1. Officers. The Directors shall elect from among their members a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer.
2. Terms of Officers. The officers of the JDA shall be elected for one (1) year terms at the first regular meeting of the JDA in each calendar year and shall serve in that position until a successor is duly elected.
3. Vacancy. If vacancy should occur in any officer position prior to the expiration of the term of said officer, the Directors may elect another of their members to fill the unexpired term.
4. Duties of the Chairperson. The Chairperson will preside at all meetings of the JDA at which he/she is present and shall be an ex-officio member of all JDA committees. The Chairperson is the chief executive officer of the JDA and will execute all instruments and documents for the JDA.
5. Duties of the Vice Chairperson. In the absence, incapacity, resignation, non-re-appointment as a Director or death of the Chairperson, the Vice Chairperson shall preside at all meetings of the JDA and perform such duties as are imposed on the Chairperson including but not limited to the execution of instruments and documents for the JDA until such time as the Chairperson returns, or in the case of death, resignation or non-re-appointment, until such time as a new

Chairperson is elected by the Directors.

6. Duties of the Secretary. The duties of the Secretary include giving notice of all meetings of the JDA as required by law, keeping records of the JDA (including minutes of all JDA meetings as required by law) and for performing such other duties as may be assigned to such officer by the JDA. The Secretary shall keep in safe custody the seal of the JDA and shall have power to affix such seal to all contracts and instruments authorized to be executed by the JDA. The Secretary may delegate any of these duties as approved by the JDA.
7. Duties of the Treasurer. The Treasurer will establish and maintain the financial records of the JDA and will make financial reports as requested by the JDA and/or as required by law. The Treasurer may delegate any of these duties as approved by the JDA. In the absence, incapacity, death, resignation or non-reappointment as a Director of the Secretary, the Treasurer may perform all such duties as assigned to the Secretary including but not limited to the execution of instruments and documents until such time as the Secretary returns or a successor is appointed.

The Treasurer shall have the care and custody of all funds of the JDA and shall deposit the same in the name of the JDA in such bank or banks as the JDA may select. All orders and checks for the payment of money shall be signed by any two officers of the JDA. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the JDA, at each regular meeting (or more often when requested) an account of all transactions and also of the financial condition of the JDA.

The Treasurer shall pay invoices for expenses authorized by the Chairperson in amounts up to \$5,000 and invoices for expenses authorized by the Chairperson together with either the Secretary or Vice Chairperson up to \$25,000 which actions shall be ratified by a majority vote of the Directors at the JDA's next regular meeting. Said authorizations from the Chairperson or Chairperson and either the Secretary or Vice Chairperson, as appropriate, shall be evidenced in writing or by electronic mail and sent to the Treasurer.

The Treasurer shall oversee or delegate oversight of the annual financial audit pursuant to the requirements of the creating resolutions and the September 20, 2016 Intergovernmental Agreement between the JDA, Counties, and the School Districts for each county. Copies of said audit shall be distributed to Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, and Walton County School District.

8. Executive Director. An Executive Director may be appointed by the JDA and shall have general supervision over the administration of the business and affairs of the JDA, subject to the discretion of the JDA.
9. Additional Duties. The officers of the JDA shall perform such other duties and functions as may from time to time be required by the JDA or the by-laws or rules and regulations of the JDA.

10. Committees. The Chairperson may, from time to time, establish such committees and/or subcommittees as he or she deems needed. The Executive Order establishing said committees shall define the purposes and objectives of the committee and, if said committee is not to be a permanent standing committee, its term of service.
11. Additional Personnel. The JDA may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Development Authorities Law, as amended O.C.G.A. §36-62-1 et seq. and other laws of the State of Georgia applicable thereto. The selection, compensation and retention of such personnel, shall be determined by the JDA subject to the laws of the State of Georgia.
12. Authorization of Expenditures. The Chairperson may authorize new expenses and payment of invoices up to \$5,000. The Chairperson and either the Secretary or Vice Chairperson may together authorize new expenses and payment of invoices up to \$25,000. Such expenses shall be ratified by a majority vote of the Directors at the JDA's next regular meeting. Authorizations for invoice payments shall be made in writing or by electronic mail and sent to the Treasurer.

ARTICLE IV- MEETINGS OF THE JDA

1. Location of meetings. All JDA meetings shall be held within the state of Georgia.
2. Regular Meetings. The JDA shall hold its regular meetings on the fourth Tuesday of each month at 6:00pm unless the date or time is changed by the Chairman after discussion with the other Directors. In the event the meeting date falls on a holiday, said meeting shall be held on the next succeeding secular business day.
3. Special Meetings. Special or called meetings may be called by the Chairperson, or the Vice Chairperson in the absence or failure to act by the Chairperson, when he/she deems it necessary or at the written request of two (2) or more Directors. Directors shall be given notice, verbally or in writing (email, text, letter, or fax) at least two (2) days prior to the special called meeting. At a special meeting, no business may be transacted other than what is designated in the call, but if all the members of the JDA are present at a special meeting, any and all business may be transacted at such special meeting.
4. Quorum. The powers of the JDA shall be vested in the Directors thereof in office from time to time. A majority of the Directors shall constitute a quorum for the purpose of conducting its business and exercising its powers and all other purposes, but no action may be taken by the JDA without the affirmative vote of a majority of the full membership of the JDA.
5. Resolutions. All Resolutions shall be in writing and kept with the JDA's permanent records.
6. Manner of Voting. The voting on all questions coming before the JDA shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting, except in the case of

election when the votes may be by ballot.

ARTICLE V - CONFLICT OF INTEREST, BUSINESS TRANSACTIONS

1. Ethical obligations. The provisions of O.C.G.A. § 45-10-3 shall apply to all Directors of the JDA, and a Director of the JDA shall not engage in any transaction with the JDA except as provided herein and in O.C.G.A. § 36-62A-1.
2. Transactions with the Authority. Pursuant to O.C.G.A. § 36-62A-1, Directors may engage in transactions with the JDA provided certain conditions are met:
 - A. Disclosure to the Authority: Any interest or involvement of a Director in a transaction proposed by the JDA shall be disclosed by the Director to the JDA in advance of the transaction.
 - B. Disclosure in the Meeting Minutes. Disclosure of the Director's interest or involvement in the transaction shall be documented in the meeting minutes. If the transaction involves land acquisition or other matter authorized to be discussed in executive session, the disclosure of the Director's interest or involvement shall be stated in the executive session minutes.
 - C. Publication Prior to Consummation of the Transaction. If the Director's interest in a transaction exceeds \$200 per calendar quarter, the JDA shall publish notice one time in the legal organs of all four counties at least 30-days prior to consummation of the transaction.
 - D. Not Present During Meeting Discussion. The Director shall not be present during any portion of the meeting when the transaction is discussed.
 - E. Not Present During Any Decisions. The Director shall not participate in any decision of the JDA relating to a transaction in which the Director has a substantial interest or involvement.
 - i) A substantial interest or involvement means: any interest or involvement which reasonably may be expected to result in a direct financial benefit to the Director as determined by the JDA
 - F. Regular Session Agenda. Regular session agenda items shall be specific and limited in scope. Any items addressing transactions between Directors and the JDA shall be isolated from other topics of discussion. Prior to the JDA meeting, the Director involved shall be notified of the specific agenda item. During the meeting, the Director shall leave the meeting room when the specific agenda item is addressed and return when discussions conclude. Any votes on the matter shall be taken while the Director is out of the meeting room. Meeting minutes shall reflect when the Director left and when the Director returned to the meeting.

G. Executive Session. Executive session discussions regarding land acquisition or other matters authorized to be discussed in executive session in which a Director has an interest shall be isolated from discussion of other executive session matters. Immediately upon entering executive session, the Chairman shall confirm the specific land acquisition, litigation or personnel matters to be discussed, and the JDA shall agree to the order of discussion. The item of discussion which relates to a Director shall be isolated from all other matters. The Director shall leave the meeting room when the specific item is addressed and return when discussions conclude. Executive session meeting minutes shall reflect when the Director left and when the Director returned to the meeting.

H. Non-Public Meetings. Non-public meetings at which there is discussion about a transaction between a Director and the JDA shall not be attended by the involved Director.

ARTICLE VI - AMENDMENTS

1. These by-laws may be amended, in whole or in part, at a regular or special meeting by majority vote of the Directors of the JDA provided that notice of the intended amendment(s) and a draft thereof are provided to each Director not less than ten (10) days in advance of the meeting during which the by-laws are to be acted upon.

ARTICLE VII – EXPANSION OF THE AUTHORITY

1. Expansion of the Authority. The Directors of the JDA may agree that additional political subdivisions may become members of the JDA upon an affirmative vote of at least three-fourths of the Directors under the terms imposed by agreement of at least three-fourths of the Directors and upon approval of the Boards of Commissioners of at least three-fourths of the counties.

Duly approved by the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County this 24th day of April, 2018.

BY:

Alan K. Vinner
CHAIRPERSON

ATTEST:

James W. J. J.
SECRETARY

Treasurer



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