



**BALDWIN COUNTY
PUBLIC HEARING AND
REGULAR MEETING**
September 17, 2024
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

John Westmoreland
Kendrick Butts
Henry Craig
Emily Davis
Sammy Hall

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham
Bo Danuser

CALL TO ORDER

Chairman John Westmoreland called the September 17, 2024 Public Hearing to order at 6:00 p.m.

PUBLIC HEARING

Proposed Property Tax Increase

Chairman Westmoreland opened the Public Hearing on a Proposed Property Tax Increase

Assistant County Manager Dawn Hudson stated this is the second of three required Public Hearings regarding the County's proposed property tax increase. Ms. Hudson gave a power point presentation and discussed the following: definition of millage rate which is used to calculate local property taxes. The assessed value of taxable property is multiplied by the millage rate to calculate the amount of property tax to be paid. A mill equals \$1.00 per \$1,000.00 of assessed property value. She stated the fair market value x 40% equals the Gross Digest; Gross Digest less exemptions equal the Net Digest; Net Digest times the tax rate equals the amount of tax levy. Ms. Hudson stated the County must set a millage rate that provides sufficient revenue to support maintenance and operations of the County and to establish a reserve for emergency expenditures and cash flow. She stated that Georgia property is required by law to be assessed at 40% of the fair market value. The Department of Revenue examines each county's digest to determine that property is assessed uniformly and equally between and within counties. Ms. Hudson reported that each year the Board of Assessors is required to review assessed value of taxable property for taxing purposes. When home sales in the county indicate that there has been an increase in the fair market value of property, the Board of Assessors must re-evaluate properties and adjust assessments. Georgia law requires that a rollback millage rate be computed that will produce the same total revenue on the current year's digest that was produced by last year's millage rate. If the County does not take the rollback, a tax increase must be advertised even if the County does not increase the tax rate. She reported the rollback millage rate for this year is 8.54. The 2023 millage rate was set at 10.02 and the staff recommendation is to keep the 2024 millage rate the same – 10.02. Ms. Hudson discussed trends of the County's millage rate over the last twenty years. She discussed the tax increase calculation process showing examples of a homestead property and a non-homestead property when the rollback millage rate of 8.54 is applied versus when the proposed millage rate of 10.02 is applied.

Ms. Hudson discussed local revenue sources for the general fund with approximately 60% coming from general property tax; 21% coming from LOST with the remainder of the County's revenue coming from other taxes, fines and forfeitures, and charges for services. Ms. Hudson stated that Georgia law mandates that counties provide certain services to include all courts, the jail, health services, public assistance and family services, emergency / disaster management, property tax appraisal, elections and registration, tax commissioner and the sheriff. Other services the County is required to provide include road and bridge maintenance and construction, fire protection and water and sewer. There are also discretionary services provided by the County which are animal control, cooperative extension, libraries, airport, public transportation, building inspections, economic development, parks and recreation, and GIS / information technology. Ms. Hudson reported that mandated and required services that must be provided by the County total 85% with discretionary services accounting for only 15%. She presented a cost breakdown by function of the allocation of property taxes based on the example of a home valued at \$155,000.00. The largest percentage, 39.83%, of County tax bill allocations goes to public safety.

Assistant County Manager Hudson discussed impacts on the upcoming budget. She stated there are general increases in costs of supplies, fuel, asphalt, electricity, natural gas, inmate medical care, and inmate food, etc. to maintain the current level of service. She anticipated this increase would be 5% - 10%. Property and general liability insurance increase of 95%; retirement and insurance – 6%; mandated salary increases for elected officials – 4%; costs for the newly established Board of Elections is anticipated at \$80,000.00 - \$100,000.00; mandatory post-traumatic stress disorder (PTSD) insurance coverage for all first responders - \$15,000.00 - \$20,000.00; and operating net costs for the first year of the aquatic center - \$170,000.00. Ms. Hudson reported she has not estimated a budgeted contingency at this time for cash flow or emergency expenditures.

Ms. Hudson entertained questions on the presentation from Commissioners and the public.

Commissioner Sammy Hall reiterated the fact that 85% of the County's budget goes to provide mandated services leaving only 15% to provide discretionary service where the County has more control over services.

PUBLIC COMMENTS

Jacquene Curlee, 102 Lakeland Avenue, expressed concern about the proposed property tax increase. She also expressed concern that the Chief Tax Appraiser will continue to raise the property values each year causing tax payers to pay even higher taxes.

ADJOURNMENT

There being no further comments from Commissioners or the audience, Chairman Westmoreland asked for a motion to closed the public hearing.6:40 p.m. Commissioner Sammy Hall made a motion to close the public hearing. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

CALL TO ORDER OF REGULAR MEETING

Chairman John Westmoreland called the Regular Meeting to order at 6:40 p.m.

INVOCATION

County Manager Carlos Tobar delivered the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Sammy Hall led the Pledge of Allegiance.

AMENDMENT TO AGENDA

Commissioner Henry Craig made a motion to amend the Agenda to add an Executive Session for litigation. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Vice Chairman Kendrick Butts made a motion to amend the Agenda to add discussion of the bid for property at 136 Felton Drive.

Commissioner Henry Craig withdrew his motion to amend the Agenda. Commissioner Sammy Hall accepted the withdrawal of Commissioner Craig's and withdrew his second to the motion.

Vice Chairman Kendrick Butts withdrew his motion to amend the Agenda.

Commissioner Henry Craig made a motion to amend the Agenda to add the following three items:

- (1) Executive Session for litigation.
- (2) WIOA Grant Award
- (3) 136 Felton Drive

Commissioner Emily Davis seconded the motion and it passed unanimously.

APPROVAL OF MINUTES

Commissioner Sammy Hall made a motion to approve the minutes of the September 3, 2024 Regular Meeting and September 3, 2024 Executive Session as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE / FISCAL MATTERS

Amendment to Department of Natural Resources (DNR) Agreement

County Manager Carlos Tobar reported an amendment is needed to the DNR Agreement for the Land and Water Conservation Fund for the Harrisburg project. He stated the DNR has approved the proposed amendment which would approve the construction of the new community center on the parcel adjacent to the Collins P. Lee Memorial Library.

Commissioner Sammy Hall made a motion to approve the amendment to the DNR Agreement as presented. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Amendment is herewith attached and made an official part of the minutes at pages 285 and 286

Lease Purchase Agreement for Golf Course

Assistant County Manager Dawn Hudson presented a Resolution authorizing the county to enter a lease / purchase agreement for fifty golf carts for the Little Fishing Creek Golf Course. She stated the carts that we have now will be traded in. She stated this agreement also includes GPS on the carts. GPS will help minimize damage to the carts by tracking carts to keep them on the golf course rather than them being driven into the woods which damages them. Ms. Hudson reported the agreement is for sixty months for a total of \$510,440.00. She stated this amount is in the current budget.

Ms. Hudson requested approval of the Resolution and authorization for the lease documents to be executed.

Commissioner Henry Craig made a motion to approve the Resolution as presented and to authorize the execution of lease / purchase agreement documents. Commissioner Sammy Hall seconded the motion and it passed by the following vote:

Aye: Craig, Hall, Westmoreland NAY: Butts, Davis

A copy of the Resolution is herewith attached and made an official part of the minutes at pages 285 and 286

Workforce Innovation Opportunity Act Grant Award (WIOA)

Assistant County Manager Dawn Hudson presented a WIOA grant award in the amount of \$81,500.00 for the dislocated worker program and authorize Chairman

Commissioner Emily Davis made a motion to accept the grant award as presented and to authorize the Chairman to execute grant documents. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Bids for 136 Felton Drive

County Manager Carlos Tobar stated it is the recommendation to reject the bid received for 136 Felton Drive and re-advertise for sealed bids for the sale of the surplus property

Commissioner Henry Craig made a motion to reject the bid and re-advertise for the sale of property at 136 Felton Drive. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Board.

NEW BUSINESS

Vice Chairman Kendrick Butts requested that a Work Session be held to discuss how Recreation Department Concession stand is handled. He stated he would like to set a policy that outlines exactly how this matter will be handled. Chairman John Westmoreland asked County Manager Tobar to schedule a Work Session on this matter. Commissioner Emily Davis recommended that the Work Session be held on September 30th when the third Public Hearing will be held.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar reported the report had been sent to Commissioners. He presented highlights and updates on County projects to include: RFP will be published for the design of the Memorial Library at Harrisburg Park; road resurfacing began on September 23rd; Real Time Crime Center bids will be opened on September 26th, bids Harrisburg Park improvements project will be held October 18th, and the Scrap Tire Amnesty Day will be held on September 28th at 311 Linda Drive.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Gerald McBride, 170 Emmanuel Harris Road, stated he was satisfied with the schedule for paving Emmanuel Harris Road.

Barry Havior, 501 East Walton Street, requested a bus to provide transportation for the Recreation Department.

Nicky Meeks, 146 Meeks Road, stated she has grandchildren that participate in track and the County needs to put money in the Recreation Department. She agreed that transportation is needed for the Department.

Allen Mock, 151 Rocky Creek Court, stated the residents on Rocky Creek Court desperately need help with their road. He said residents cannot get emergency medical services on this road.

Morgan Scott, SHINE Program, encouraged everyone to attend a presentation by the CDC technical provider on October 3rd 5:30 at the New Beginnings Outreach Church.

EXECUTIVE SESSION

Vice Chairman Kendrick Butts made a motion to adjourn into Executive Session at 6:50 p.m. for litigation. Commissioner Sammy Hall seconded the motion and it passed unanimously.

RECONVENE REGULAR MEETING

Commissioner Sammy Hall made a motion to reconvene the Regular Meeting at 7:20 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

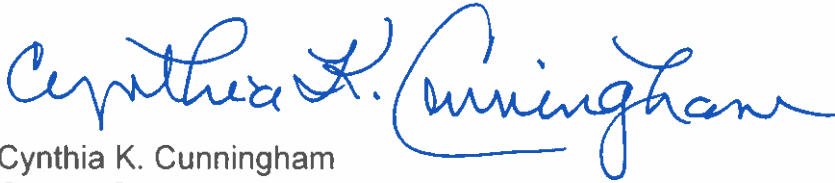
ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:20 p.m. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John H. Westmoreland". The signature is fluid and cursive, with the first name being the most prominent.

John H. Westmoreland
Chairman

A handwritten signature in blue ink, appearing to read "Cynthia K. Cunningham". The signature is highly stylized and cursive, with the last name being the most prominent.

Cynthia K. Cunningham
County Clerk

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No 13-00897 is hereby made and agreed upon by the State of Georgia, acting through the Commissioner of the Department of Natural Resources and by Baldwin County.

The Applicant and the State of Georgia, Department of Natural Resources, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended as follows:

Add the following:

The community building, approximately 1,720 square feet to be developed within Harrisburg Park in Milledgeville, Baldwin County, Georgia is a Public Facility per the current LWCF Manual. The facility compliments and supplements increased outdoor recreation use for the approximate 15 acres of Harrisburg Park in Baldwin County.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

DEPARTMENT OF NATURAL RESOURCES

By _____
(Signature)

TREVOR SANTOS
STATE LIAISON OFFICER

(Date)

BALDWIN COUNTY

By 
(Signature)

JOHN WESTMORELAND
(Name)

CHAIRMAN
(Title)

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 1159122-3

Lessee: **Baldwin County Board Of Commissioners**

Amount: **\$521,210.00** (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the Chairman OR County Manager (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

<u>John H. Westmoreland</u>	<u>Chairman</u>
Name	Title
<u>Carlos Tobar</u>	<u>County Manager</u>
Name	Title

ADOPTED AND APPROVED on this September 17, 2024.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **Baldwin County Board Of Commissioners**

Cynthia K. Cunningham
Signature of Secretary/Clerk of Lessee

Print Name: Cynthia K. Cunningham

Official Title: County Clerk

Date: 9-17-24



Lease-Purchase Agreement

Dated as of September 11, 2024

Lease Number: 1159122-3

Lessor: PNC Bank, National Association
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
Baldwin County Board Of Commissioners
121 N WILKINSON ST
MILLEDGEVILLE, GA 31061

FEDERAL TAX ID
586000782

Commencement Date: _____
[for internal use only]

Equipment Description:

Quantity	Description	Serial No.
50	New E-Z-GO RXV Units (Gas)	
50	New Pace 7EX GPS Units	

Payment Information

Number of Payments: 60	Rent Amount: \$ 6,853.50 + Applicable Taxes	Payable: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> See Attached Payment Structure	Lease Term (in months): 60 months	End of Lease Provision: <input type="checkbox"/> FMV- Cars <input type="checkbox"/> Rental <input checked="" type="checkbox"/> PUT - \$110,000.00 <input type="checkbox"/> FMV - Turf (Annual Hours _____) <input type="checkbox"/> \$1 Out
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See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% (i) due to changes in the Equipment configuration, or (ii) an increase in the comparable Swaps Rate between the date you sign this Lease and the acceptance of the Equipment by you. As used herein, "Swaps Rate" shall mean the Interest Rate Swap for the corresponding period as set forth on Bloomberg Screen 3 (Interest Rate Swaps Bloomberg) as the "SOFR Swap Rate" on a date determined by the Lessor that is no more than five (5) days before the date the Lease is made (or if no such rate is published therein for any reason, a comparable rate as published therein or in another publication determined by the Lessor, which determination shall be conclusive absent manifest error). Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER

WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the

Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default. Lessee acknowledges and agrees that the Equipment may contain GPS tracking capabilities and consent to the use by us of GPS tracking, and all information gathered therefrom, to locate the Equipment at any time if such Equipment is not returned by you in accordance with this Lease. Lessee further authorizes the manufacturer of the Equipment to share any GPS tracking information (including without limitation geolocation information) with us upon our request (which request should only be made by us upon a default, event of default and/or your failure to return the Equipment in accordance with the terms of this Lease).

15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee shall purchase all but not less than all of the Equipment for ~~\$110,000.00~~ (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs as provided herein, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in

writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "Embargoed Property" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "Reportable Compliance Event" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

PNC Bank, National Association
("Lessor")

X _____
Authorized Signature

Print Name _____

Title: _____

655 Business Center Drive
Horsham, PA 19044

Baldwin County Board Of Commissioners
("Lessee")

X  _____
Authorized Signature

Print Name CARLOS TABAR

Title: COUNTY MANAGER

Date: 09-17-24

121 N WILKINSON ST
MILLEDGEVILLE, GA 31061

Additional State Provisions Rider

This Rider is executed and delivered by the undersigned Lessor and the undersigned Lessee regarding the Lease Agreement No 1159122-3 ("Lease").

If the Lessee is a state government agency or political subdivision of a state listed below, the additional provisions listed below for the respective state apply to the Lease as provided for below:

State	Additional Provisions
Florida	Notwithstanding anything contained in the Lease, the Lessor shall not have title to the Equipment as owner nor be granted a security interest to the extent such a grant or holding title violates Florida law. In addition, any insurance provisions naming Lessor as lender loss payee, loss payee, and/or additional insured shall not be applicable.
Georgia	Notwithstanding anything to the contrary contained in the Lease, the Lease Term commences on, and interest accrues from, the date this Lease is executed by you as set forth on your signature line below, and in accordance with applicable Georgia law, the initial term shall continue in effect until midnight on December 31 of the calendar year in which this Lease is executed. The Lease Term shall automatically renew for each succeeding calendar year for the remaining period of the stated Lease Term, unless you give notice to us by December 1 of a calendar year stating your intention not to renew this Lease for the period after December 31 of such calendar year. If you deliver such notice of nonrenewal of the Lease Term, this Lease shall terminate absolutely and without further obligation on your part, including any obligation to pay Rent payments for the period after termination, at the end of such calendar year. In the event that your governing body does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent payments and other amounts (if any) due and to become due for the succeeding fiscal year during the Lease Term for the Equipment subject to this Lease, you shall have the right to return such Equipment in accordance with the terms hereof, and terminate this Lease on the last day of the fiscal year for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent payments for which funds shall have been appropriated and budgeted. At least 15 days prior to the end of your fiscal year in which your governing body shall not have approved an appropriation of funds for the succeeding fiscal year, your chief finance or budgetary official shall certify in writing to us that funds have not been appropriated for the succeeding fiscal year. In addition, Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Georgia Law in substantially the form attached to this Rider as the "Georgia Exhibit".
Kansas	Lessee hereby agrees to complete, execute and deliver to Lessor with respect to the Lease, on the date of its execution and delivery, a Certificate of Compliance with Kansas Law in substantially the form attached to this Rider as the "Kansas Exhibit".
New York	NOT APPLICABLE FOR NEW YORK STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN NEW YORK. For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that the Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. The Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease. In addition to Lessee's representations, warranties and covenants set forth in the Lease, Lessee hereby further represents to Lessor as follows: (a) the stated full Lease Term of the Lease does not exceed the "period of probable usefulness" prescribed by Section 11.00 of the Local Finance Law of the State of New York for the equipment, machinery or apparatus financed under the Lease; (b) the authorization for the issuance of obligations to finance the equipment, machinery or apparatus to be leased, acquired and financed under the Lease is not required by law to be subject to (i) a permissive or mandatory referendum, (ii) a supermajority vote of Lessee's governing board or (iii) a referendum only if the obligations have a maturity not less than a specified minimum period; and (c) the amount of unpaid periodic payments (excluding interest) proposed to be made under the Lease and those other installment purchase contracts entered into by Lessee pursuant to Section 109-b of the General Municipal Law of the State of New York, together with the amount of outstanding indebtedness, do not exceed 115% of the limit prescribed by Section 104.00 of the Local Finance Law of the State of New York and the total amount of such payments (excluding interest) under the Lease and all such other installment purchase contracts do not exceed 40% of such limit.
Ohio	NOT APPLICABLE FOR OHIO STATE GOVERNMENT ENTITIES. APPLICABLE FOR ALL OTHER GOVERNMENT ENTITIES IN OHIO. Lessee hereby agrees to complete, execute, and deliver to Lessor with respect to the Lease, a Certificate of Adequate Resources in substantially the form attached to this Addendum as the "Ohio Exhibit".
Texas	Pursuant to Section 2270.002 of the Texas Government Code, Lessor hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Lease.

PNC Bank National Association
("Lessor")

X _____
Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

Baldwin County Board Of Commissioners
("Lessee")

X Carlos Tobias
Authorized Signature

Print Name)

Title

09-17-24
Date
121 N WILKINSON ST
MILLEDGEVILLE, GA 31061

SCHEDULE A

Lease Number 1159122-3

This Schedule supplements and is hereby incorporated by reference as part of above referenced Lease # ("Lease") by and between Lessee and Lessor.

Variable Payments Structure

59	@	\$6,853.50	+ Applicable Sales Tax
1	@	\$116,853.50 (PUT + final payment)	+ Applicable Sales Tax

PNC Bank, National Association
("Lessor")

By: _____

Title: _____

Baldwin County Board Of Commissioners
("Lessee")

X *Carlos Tobin*
Authorized Signature

Print Name CARLOS TOBIN

Title: COUNTY MANAGER