



BALDWIN COUNTY COMMISSIONERS REGULAR MEETING

May 18, 2021
1601 N Columbia St, Suite 220
5:00 PM

MINUTES

MEMBERS PRESENT

Henry Craig
John Westmoreland
Kendrick Butts
Emily Davis
Sammy Hall

ALSO PRESENT

David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Henry Craig called the May 18, 2021 Regular Meeting to order at 6:00 p.m.

APPROVAL OF MINUTES

Vice Chair John Westmoreland made a motion to approve the minutes of the April 20, 2021 Public Hearing and Regular Meeting and the May 10, 2021 Called Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to consider a Letter of Intent to engage Raymond James Associates as underwriter / placement agent to advise Baldwin County on financial matters. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

PRESENTATIONS

E911

Sheriff Masee introduced E911 Director Mandy Ptak to give an update on the E911 Center. He stated the center is state of the art, and Ms. Ptak has been very instrumental in moving the Department forward. She has obtained numerous certifications, attended available training and written grants to secure funds for improvements / upgrades to the Department. He stated GEMA has requested her assistance during natural disasters. Sheriff Masee commended Ms. Ptak on her accomplishments and her leadership of the Baldwin County E911 Center.

Director Ptak presented information on the growth and improvements of the Department and discussed upgrades and statistics for calls / responses of the E911 Center.

Construction Ready Training Program

Ms. Alexis Mvir gave a presentation on the Construction Ready Training Program. She stated the program provides training for various jobs in the construction field. The program is free, participants must be 18 years old, provide a resume, pass a drug screen and background check. She reported the program helps unemployed and underemployed workers find career pathways. The program has a 97% placement rate. Ms. Mvir encouraged those interested in the program to visit constructionready.org for additional information.

ADMINISTRATIVE / FISCAL MATTERS

Letter of Intent for Underwriting

Chair Craig presented a Letter of Intent between the County and Raymond James Associates (RJA) for the Board's consideration. He stated the Letter of Intent authorizes the County to engage the company as underwriter for potential bonds to be issued to finance and/or refinance certain infrastructure, improvements, equipment purchases and/or economic development. As underwriter, RJA, may provide financial advice to the County. He reported the engagement letter is nonbinding and may be terminated by either party at any time.

County Attorney McRee reported this process is a regulatory requirement by the Securities and Exchange Commission regarding underwriting services.

Commissioner Sammy Hall made a motion to approve the Letter of Intent for Underwriting Services for potential bond issues and to authorize the Chair to execute the document. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Letter of Intent is herewith attached and made an official part of the minutes at pages 40 and 41.

Airport Agreement Amendment # 3

County Manager Carlos Tobar presented Amendment # 3 to the Airport Contract. He reported the term of the lease shall be extended two (2) years until December 31, 2026. Also, beginning June 1, 2021, the proposed amendment adds additional areas to be mowed at the Airport by the FBO (depicted in Exhibit A) for a total of \$22,000 per year.

Vice Chair Westmoreland made a motion to approve Amendment # 3 to the Airport Contract as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of Amendment # 3 is herewith attached and made an official part of the minutes at pages 40 and 41.

Ocmulgee Judicial Circuit FY 22 Budget

Assistant County Manager Dawn Hudson presented the Superior and Juvenile Court budgets for FY 2022. She stated the circuit budget fiscal year is July 1, 2021 through June 30, 2022 which falls within two (2) County budget years. Ms. Hudson reported the proposed budget includes an increase of \$17,425 for Superior Court due to increases in Judges' supplements. Also, HB 81 provided for increases for law clerks for Judges. She stated the July, 2021 – December, 2021 portion of the circuit budget will be funded through the County's current budget, and the January, 2022 – June, 2022 portion will be a part of the County's FY 22 budget allocation.

Commissioner Emily Davis made a motion to approved the Ocmulgee Judicial Circuit Budget as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Region 5 EMS Advisory Council

Chief Victor Young reported Dwayne Morgan currently serves as one of Baldwin County's representatives on the Region 5 EMS Council, and his term is expiring. Chief Young requested the reappointment of Mr. Morgan to serve another three-year term on this Council. He stated Mr. Morgan has been an active member of the Council and represents Baldwin County well.

Commissioner Sammy Hall made a motion to reappoint Dwayne Morgan to serve another three-year term on the Region 5 EMS Council. Commissioner Emily Davis seconded the motion and it passed unanimously.

OLD BUSINESS

Commissioner Emily Davis asked why County employees are being interviewed regarding a scheduled personnel hearing. County Attorney McRee responded employees who have

knowledge of the matter are interviewed as part of the necessary preparation for him to represent the County at the Appeals Hearing.

Chair Craig stated this personnel matter would need to be addressed in Executive Session. Commissioner Emily Davis made a motion to amend the Agenda to include discussion of a personnel matter in the Executive Session. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

NEW BUSINESS

Vice Chair Westmoreland requested an update on the Meriwether Road / 441 intersection. County Manager Tobar responded he had no received information from Georgia DOT.

Chair Craig stated the County rescinded the Emergency Order for Baldwin County at a previous meeting. He reported the vaccination rate for the County is on low due to the fact that more people are choosing not to get vaccinated. He stated that now no appointment is required to get the vaccine, and encouraged citizens to get vaccinated.

COUNTY MANAGER'S REPORT

County Manager Tobar reported the following updates: the plat for Walter B. Williams Park property is complete; a new agreement with the State should be received soon for execution by the County; the Georgia College swimming pool will be closed to everyone this summer; Middle GA Regional Commission submitted the PlanFirst application to DCA; clearing and grubbing continues at the new aquatic center; OSHA training was conducted May 17th for the Road and Water/Sewer Departments; Property Standards Ordinance notices are being placed in the Union Recorder and Baldwin Bulletin; CDBG sewer project in Hardwick is nearing completion; and the Middle GA Regional Commission has prepared a draft resolution for an amendment to the Comprehensive Plan to add the Broadband component; a public hearing will be scheduled to address the amendment.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Jack Trask addressed the Board regarding his property assessment.

Will Burnett addressed the Board regarding his property which is the carwash located next to the County property.

EXECUTIVE SESSION

Commissioner Kendrick Butts made a motion to adjourn into Executive Session at 6:50 p.m. to discuss potential litigation, property acquisition, and personnel. Commissioner Sammy Hall seconded the motion and it passed unanimously.

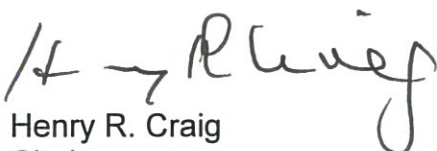
REGULAR MEETING

Commissioner Sammy Hall made a motion to reopen the Regular Meeting at 7:48 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the Regular Meeting at 7:49 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,



Henry R. Craig
Chair



Cynthia K. Cunningham
County Clerk

May 5, 2021

Baldwin County Board of Commissioners
1601 N. Columbia Street, Suite 230
Milledgeville, Georgia 31061

Re: Letter of Intent for Underwriting/Placement Agent Services - Potential Bond Issue:

Mr. Henry R. Craig, Chairman:

In order for Raymond James & Associates, Inc. ("RJA") to give you advice regarding one or more related transactions, and to document our compliance with an exception to the Municipal Advisor Rule, we ask that you agree, and acknowledge by signing below, to the following:

Baldwin County, Georgia (the "County") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exception from the definition of "municipal advisor" for a firm serving as an underwriter/placement agent for one or more series of bonds or other municipal securities.

The County wishes to engage RJA as the underwriter/placement agent for potential bonds to be issued to finance and/or refinance certain infrastructure, improvements, equipment purchases and/or economic development projects (collectively, the "Bonds") that the County currently anticipates borrowing directly or via an Authority, like the Central State Hospital Local Redevelopment Authority, the Development Authority of Milledgeville-Baldwin County or similar issuing Authority. As an underwriter, RJA may provide advice to the County(and or and Authority) on the structure, timing, terms, and other similar matters concerning the Bonds.

It is the County's present intention that RJA will underwrite/place the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the County, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreement. While the County presently engages RJA as the underwriter/placement agent for the Bonds, this engagement letter is preliminary and nonbinding, and may be terminated at any time by either the County or RJA without liability or obligation on the part of either party. Furthermore, this engagement letter does not restrict the County from entering into the proposed Bonds or any other municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include RJA. This Letter of Intent also serves as acknowledgement of the G-17 Disclosure Letter and we understand if an Authority is utilized, one will be delivered to the Authority at the appropriate time.

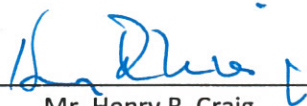
Sincerely yours,

Raymond James & Associates, Inc.



By: _____
Tom J. Owens
Managing Director

Acknowledged and Agreed to by:
Baldwin County, Georgia

By:  _____
Mr. Henry R. Craig
Chairman

Third Amendment to Contract

1. This amendment (the "Amendment") is made by Baldwin County Georgia and C & A Aviation, LLC, parties to the agreement May 14, 2021 dated (the "Agreement").

2. The Agreement is amended as follows:

Paragraph 3 effective as of June 1, 2021 shall be changed to:

The term of this lease shall be a period of nine (9) years and three (3) months commencing on October 2, 2017 and ending at midnight on December 31, 2026. The Operator shall have the first option to renew this lease for five (5) more years after the expiration of the initial term, on the same terms as set forth in this agreement, or upon the terms which are mutually agreeable to both parties hereto. Written notice of the exercise of the election to exercise this option shall be given by the Operator to the County on or before October 1, 2025. In the event said notice is not given, then County, as its sole option, may terminate this agreement at the end of the base term by written notice to Operator not later than November 1, 2025, otherwise this Agreement shall automatically renew for the additional five-year term on the same terms and conditions as set forth herein.

Paragraph 4 effective as of June 1, 2021 shall be changed to "The Operator agrees to provide the following services under the terms of this lease agreement:

- A. Provide FAA approved Part 135 Charter and Air-taxi Service by promotion and contact of regional service providers to clients;
- B. Sale of Pilot Supplies and Accessories;
- C. Sale of new and used aircraft shall be at the sole discretion of the Operator and his final opinion as to the feasibility of such sales shall be final;
- D. Sale of fuel and oil;
- E. Manage the airport on behalf of the County of Baldwin, with the airport to be open seven (7) days per week 24 hours per day and manned six (6) days a week with minimum hours of 8 a.m. to 5 pm Monday thru Saturday; Additional Sunday manning will be provided for special area events and occasions.
- F. Any other service which may be related directly to this agreement although not expressly listed herein.

3. The Agreement is amended as follows:

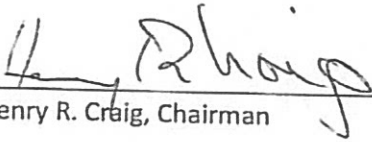
Paragraph 34 effective as of June 1, 2021 shall be changed to:

In addition to the compensation provided for herein County shall pay to Operator a fee to be determined as follows:

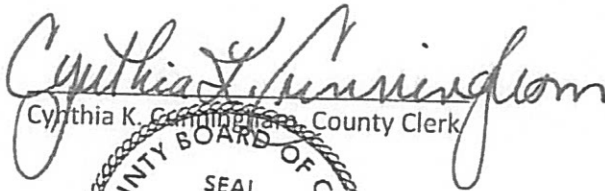
- (a) the Operators fee shall be eighteen Thousand (\$18,000.00) Dollars yearly to be paid in twelve (12) equal monthly installments from the County to the Operator for the period of October 2, 2018 through December 31, 2026; and
 - (b) Thereafter the fee shall be as agreed between the parties on an annual basis for each period thereafter beginning January 1, 2019. In the event that the parties cannot agree as to the fee of any period, then the fee shall remain the same as for the previous year, and this agreement shall terminate as of December 30th of the year in which no agreement was reached.
 - (c) Beginning January 1, 2018 and ending December 31, 2019, the County shall pay to the operator an additional four hundred and fifty (\$450.00) per month for a total of \$10,800 over two years to assist with needed upgrade costs associated with terminal and facility improvements.
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(d) Beginning June 1, 2021 and ending December 31, 2026, the County shall pay to, the operator twenty-two thousand dollars (\$22,000) per year to mow the areas depicted in Exhibit A.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.


Henry R. Craig, Chairman


Ashley Smith, C & A Aviation


Cynthia K. Cunningham, County Clerk


Witness

