

Baldwin County Commissioners
Regular Meeting
September 15, 2020
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, September 15, 2020, at 6:00 p.m., Suite 319, Baldwin County Courthouse, Milledgeville, Georgia with Chair Henry Craig presiding.

Members Present: Henry Craig
Tommy French
Emily C. Davis
Sammy Hall
John Westmoreland

Also Present: David McRee
Carlos Tobar
Dawn Hudson
Jill Adams
Cindy Cunningham

Call to Order

Chair Henry Craig called the September 15, 2020 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner John Westmoreland made a motion to approve the minutes of the September 1, 2020 Public Hearing and Regular Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Amendment to Agenda

Chair Craig requested an amendment to the Agenda to address two time-sensitive items: a Memorandum of Understanding with Navicent Health Baldwin and an Intergovernmental Agreement with the City of Milledgeville.

Commissioner Sammy Hall made a motion to amend the Agenda to address a Memorandum of Understanding with Navicent Health Baldwin and an Intergovernmental Agreement with the City of Milledgeville. Vice Chair Tommy French seconded the motion and it passed unanimously.

NACo Presentation

County Manager Carlos Tobar presented a 2020 Achievement Award from the National Association of Counties for the County's Blight Reduction Program. Mr. Steve Owens and Mr. Chad Phillips of the Code Enforcement office accepted the award.

WIOA Grant Awards

Assistant County Manager Dawn Hudson presented WIOA grants for the Adult and Youth Programs. She stated the Adult Program is in the amount of \$19,969.56 for the period January 1, 2020 through June 30, 2021. The Youth Program award is for \$36,943.69 for the period April 1, 2020 through June 30, 2021.

Commissioner Emily C. Davis made a motion to accept the WIOA grant awards as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

Transit Policies

Assistant County Manager Dawn Hudson presented updates to the Transit Policies related to procurement and operating rules / regulations. Ms. Hudson reported the County has policies that have been adopted for the program; however, these amendments are required to our policies by the FTA to comply with their regulations. Ms. Hudson referenced the amendments that are typed in red. For the Procurement policies, a sentence has been added that the 5311 Transit Program will be in compliance with FTA guidelines as referenced in Addendum A for all purchases. She stated as changes are made in the future by FTA, the addendum will be updated as required.

Discussion was held regarding the rules / regulations policy. The changes are printed in red and are also required by the FTA. Commissioners stated the policy should be corrected to make references to bus / van consistent throughout the document. They also discussed the need for a regional transportation system due to the fact that there should be coordination of services since multiple counties are duplicating the same routes.

Vice Chair Tommy French made a motion to approve the proposed amendment to the procurement policy as presented and to approve the changes to the rules / regulations policy contingent upon wording being made consistent throughout the policy as discussed. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Memorandum of Understanding

Chair Craig presented a Memorandum of Understanding between Navicent Health Baldwin and Baldwin County. Navicent Health Baldwin desires to participate in the drug discount program established under Section 340B of the public Health Services Act; and in order to participate the Hospital must enter into an agreement with the local government stating the commitment to Baldwin County by Navicent Health to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX. Chair Craig stated County Attorney McRee has reviewed the document.

Commissioner John Westmoreland made a motion to approve the Memorandum as presented. Vice Chair Tommy French seconded the motion and it passed unanimously.

A copy of the Memorandum is herewith attached and made an official part of the minutes at pages 178 and 179.

Commissioner Emily C. Davis made a motion for the Board to send correspondence to our legislators to request adoption of medicare expansion. Vice Chair French seconded the motion and it failed by the following vote:

Aye: Davis, French

Nay: Hall, Westmoreland, Craig

Intergovernmental Agreement with City of Milledgeville

Chair Craig and County Manager Tobar discussed a proposed Intergovernmental Agreement with the City of Milledgeville for a project to provide safe access at the State boat ramp. Mr. Tobar reported the County would provide personnel and use of a motor grader to spread rock which would be provided by the City.

Commissioner Sammy Hall made a motion to approve the Intergovernmental Agreement as presented. Commissioner John Westmoreland seconded the motion and it passed unanimously.

A copy of the Agreement is herewith attached and made an official part of the minutes at pages 178 and 179.

Update on Tropical Storm

EMA Director Wayne Johnson presented an update on the tropical storm Sally. He stated a flash flood warning has been issued for this area with a prediction of 2"- 6" of rain and wind gusts of 23 – 30 mph.

Old Business

There was no old business to come before the Board.

New Business

Chair Craig stated Vice Chair French has been designated Baldwin County's liaison to develop and vote on county policies and procedures through ACCG. He asked Commissioners to review emails from ACCG on priorities that affect counties and provide comments to Vice Chair French by September 18th.

Commissioner Emily C. Davis stated the Crime Lab in Macon is being closed. She made a motion for the Board to send a letter of support to the GBI requesting that the Regional Crime lab remain open. Vice Chair Tommy French seconded the motion and it passed unanimously.

Chair Craig discussed houses in residential areas, especially at the lake, being rented for short-terms through VRBO and AirBnB. He expressed his concern for a number of reasons including the safety of neighborhoods, noise, and loss of revenue that should be received by the county and state. He stated additional information will be provided about this issue at a later date.

County Manager's Report

County Manager Carlos Tobar reported on the following items: Department of Public Health sewer line bore under Highway 22 has been completed; Airport Trail Public Information Open House comment period has ended; a project debriefing with DOT was held and suggestion was made to consider moving the path to airport property behind airport along Newport Road; City and County Fire Departments will be in neighborhoods encouraging residents to complete the census forms; early voting begins October 12th; a tour of the old landfill property will be held for prospective bidders for the hunting lease; Grand Juries will resume November 4th; teleconferencing equipment for courts will be complete at this time; Nelson Road culvert work is out to bid and will be presented at the October 6th meeting for award.

Chair Craig encouraged everyone to continue to practice social distancing, wear masks and practice good hygiene to prevent the spread of COVID-19.

Public Comment for Non-Agenda Items

Ms. Cindy Humphrey addressed the Board requesting the Board to vote to allow mobile homes to be replaced on properties now rather than keep delaying the adoption of new regulations.

Mr. James Andrews and Mr. Jeff Hutchinson addressed the Board in opposition to the proposed Airport Multi-Purpose Trail.


Adjournment

Commissioner Emily C. Davis made a motion to adjourn the Regular Meeting at 6:50 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted,



Henry R. Craig
Chair



Cynthia K. Cunningham
County Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is entered into as of this 14th day of September, 2020 (the “**Effective Date**”) by and between Baldwin County, Georgia Board of Commissioners (“**Baldwin County**”) and Navicent Health Oconee, LLC d/b/a Navicent Health Baldwin (“**Hospital**”) located at 821 N. Cobb Street, Milledgeville, Georgia 31061. Each of Baldwin County, Georgia Board of Commissioners and Hospital may be referred to herein individual as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, Hospital is a private not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Georgia.

WHEREAS, Hospital and **Baldwin County** agree that Hospital will provide any emergency medical and/or dental services to Baldwin County prisoners

WHEREAS, Baldwin County will be responsible for transportation to the Hospital via state vehicle, EMS, or other appropriate mode

WHEREAS, security for any necessary inpatient hospitalization at Hospital will be the sole responsibility of Baldwin County

WHEREAS, Baldwin County agrees to provide billing information for any services rendered

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the public Health Services Act (the “**340B Program**”);

WHEREAS, in order to participate in the 340B Program, Hospital must enter into an agreement with a unit of the local government pursuant to which Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this act;

WHEREAS, Hospital desires to make such a formal commitment to Baldwin County; and

WHEREAS, Baldwin County agrees to accept such commitment on behalf of the citizens of Baldwin County.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed, by and between the parties to this Agreement, as follows:

1. Commitment of Hospital to Provide Indigent Care. During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of Baldwin County and surrounding communities. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgement of Baldwin County. Hospital represents that as of the date hereof (i) Baldwin County accepts the commitment of Hospital set forth above; and (ii) Baldwin County acknowledges that the healthcare services provided by Hospital are being provided to prisoners or low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

4. Notice. All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: Baldwin County, Georgia Board of Commissioners
Attention: Henry Craig, Board Chairman
121 N. Wilkinson Street, Suite 314
Milledgeville, Georgia 31061

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excepting any conflict of law provisions which would serve to defeat application of Georgia substantive law).

[SIGNATURE PAGE FOLLOWS]

7

IN WITNESS WHEREOF, the undersigned, by their respective authorized representatives, have executed the Memorandum as of the Effective Date.

**NAVICENT HEALTH OCONEE, LLC
D/B/A NAVICENT HEALTH BALDWIN**

Kenneth B. Banks

Kenneth B. Banks (Sep 17 2020 10:17 EDT)

By: _____

Name: _____

Kenneth B. Banks

Title: _____

Secretary

**BALDWIN COUNTY, GEORGIA
BOARD OF COMMISSIONERS**

By: _____

Henry R. Craig

Name: _____

Henry R. Craig

Title: _____

Chair

Agency: _____

Baldwin County

STATE OF GEORGIA
COUNTY OF BALDWIN

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE and BALDWIN COUNTY

This Agreement made and entered into this 15 day of September 2020 by and between the **CITY OF MILLEDGEVILLE** (hereinafter called the **CITY**) and **BALDWIN COUNTY** (hereinafter called the **COUNTY**).

WITNESSTH:

WHEREAS, the citizens of Milledgeville and Baldwin County value its natural resources and outdoor recreation opportunities afforded by the Oconee River; and

WHEREAS, residents and visitors alike, utilize and enjoy the Oconee River for recreational and natural education purposes; and

WHEREAS, The City of Milledgeville, through an Intergovernmental Agreement adopted on the 28th day of July, 2020, manages and maintains the Oconee River Greenway for the Oconee River Greenway Authority; and

WHEREAS, The Oconee River Greenway trail system is planned to extend south along the Oconee River; and

WHEREAS, The Georgia Department of Natural Resources has constructed a boat ramp at the end of Abattoir Road, within the Corporate Limits of The City of Milledgeville; and

WHEREAS, The Georgia Department of Natural Resources does little or nothing to maintain the unpaved road providing access to the boat ramp; and

WHEREAS, many residents and visitors utilize said boat ramp in their use and enjoyment of the Oconee River; and

WHEREAS, the governments of both The City of Milledgeville and Baldwin County feel it would be mutually beneficial to make and maintain improvements to Abattoir Road;

NOW, THEREFORE, the **CITY** and the **COUNTY** agree as follows:

AGREEMENT

1. The **CITY** will provide natural paving materials such as rocks, pebbles, and/or other loose materials up to a cost not to exceed \$5,000.00, as determined by the Director of Public Works or their designee, for improvements of Abattoir Road, one time during the terms of this Agreement.
-

2. The **COUNTY** will provide the following utilizing their equipment, labor, and/or subcontractor:
 - a. Deliver and spread natural paving materials provided by the **CITY** for the improvement of Abattoir Road.
 - b. Blade Abattoir Road a minimum of two times per each 12-month period.
 - c. Perform drainage improvement and maintenance for Abattoir Road by cleaning out ditches and cutting back brush as needed.
 - d. Clean concrete boat ramp, as needed, immediately after completing periodic services and maintain said ramp, at other times, as needed.
3. Neither party can claim Abattoir Road as centerline mileage for the purposes of Georgia Department of Transportation Local Maintenance and Improvement Grant.

TERM and TIME

The term of this Agreement shall be for three (3) years with no automatic renewal provision. Neither party may terminate the Agreement upon the **CITY** providing said natural paving materials.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **CITY** by the City Council and on behalf of **COUNTY** by the Board of Commissioners.

Executed on Behalf of the
CITY OF MILLEDGEVILLE

BY:

Mayor Buham Copelan
Mayor

this 8th day of

September, 2020.

ATTEST:

[Signature]
City Clerk

Executed on Behalf of
BALDWIN COUNTY

BY:

[Signature]
Chairman, Board of Commissioners

this 15 day of

September, 2020.

ATTEST:

[Signature]
Clerk, Board of Commissioners