



## BALDWIN COUNTY COMMISSIONERS PUBLIC HEARING & REGULAR MEETING

July 20, 2021

1601 N Columbia St, Suite 220

6:00 PM

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### Minutes

#### **MEMBERS PRESENT**

Henry Craig  
John Westmoreland  
Kendrick Butts  
Emily Davis  
Sammy Hall

#### **CALL TO ORDER**

Chairman Henry Craig called the July 20, 2021 Public Hearing and Regular Meeting to order at 6:00 p.m.

#### **PUBLIC HEARING**

Chairman Henry Craig opened the Public Hearing & stated the purpose of the hearing is to receive comments regarding the renaming of the County Administrative Building. He asked County Attorney David McRee to discuss the process of the County's policy for Building and Property Naming / Renaming Policy.

Mr. McRee discussed the guidelines as set forth in the County policy for naming and renaming buildings and properties owned by the County.

#### **Oscar Davis, Sr.**

The following people spoke recommending the Government Building be named for Oscar Davis Sr.

Floyd L. Griffin, Jr. – Coventry Court, Milledgeville: Mr. Griffin stated he would like to talk about the process for naming the building. He said he felt the building should be named for someone who had worked with the County, or a Commissioner, who has worked at the facility. He stated he felt if the building was named for Mr. Davis that it would be a positive step for the community. He recommended that if the building can't be named for Oscar Davis, Sr. then he felt it should not be named for either of the other two nominated individuals.

Cynthia Edwards – Mariners Drive, Milledgeville: Ms. Edwards reported that on March 16, 2021 the local chapter of the NAACP made request to name this building after Oscar Davis Sr. She stated she is here again to request that the annex be named after trail blazer and former Commissioner Oscar Davis, Sr. She said petitions signed by community members & letters that others submitted in support of Mr. Davis have been given to Commissioners. She asked for the Commissioners to take into consideration, Mr. Davis.

Rev. Bobby Warren – Highway 49, Milledgeville: Rev. Warren stated it becomes more important who we name the building after as pertains to Mr. Davis who has been sitting in the seat of a Commissioner as you are sitting in your place. He discussed his personal experiences / relationship with Mr. Davis from a young child forward. Rev. Warren asked the Commissioners to do what makes everybody feel good, not just what looks good. Let's not name it after anybody unless that somebody has done & touched others like Oscar Davis Sr.

James Lunsford – Lakeport Road, Milledgeville: Mr. Lunsford stated he agreed that three great men that have been stellar in this community are nominated for this honor. He said he would like to identify Oscar Davis, Sr. and what he has done for this community. He stated Mr. Davis did a lot of good things for the community, and he deserves to have the building named after him so we never forget what Oscar Davis, Sr. did for this community.

#### **Rusty Kidd**

Jimmy Ivey - Ivey Weaver Road, Milledgeville: Mr. Ivey stated he is here representing the group of individuals who signed a petition and submitted it to the County asking for this building to be named after Rusty Kidd. Mr. Ivey said that Rusty Kidd served in the GA Legislature; Rusty did a lot for the community; he was always open to try to help anybody because he had such a passion for the people of Milledgeville. Mr Ivey stated he would appreciate the Commissioners taking the name of Rusty Kidd into consideration for the naming of the building.

William J. Usery, Jr.

Mike Couch - Sussex Drive, Milledgeville: Mr. Couch stated all the potential candidates are very worthy; however, he believes former United States Secretary of Labor William J. Usery, Jr. represents the best example of a Baldwin County native who contributed not only to this community but in numerous positions of national responsibility throughout his career. Mr. Couch discussed his personal background as well as his professional accomplishments. He asked the Board for their favorable consideration of naming the building after William J. Usery, Jr.

Commissioner Sammy Hall made a motion to close the Public Hearing. Vice Chairman John Westmoreland seconded the motion.

Questions were posed from the audience regarding who submitted each name for consideration. County Attorney McRee further explained the next steps in the process. He stated all information related to each nominee and the County Manager's report, upon completion, would be submitted to Commissioners and the group or individual(s) who submitted the names of Oscar Davis, Sr., Rusty Kidd and William J. Usery, Jr.

Chairman Craig called for a vote on the motion to close the Public Hearing at 6:40 p.m. The motion passed unanimously.

### **APPROVAL OF MINUTES**

Vice Chairman John Westmoreland made a motion to approve the minutes of the July 6, 2021 Work Session, July 6, 2021 Regular Meeting and July 6, 2021 Executive Session as submitted. Commissioner Emily Davis seconded the motion and it passed unanimously.

### **ADMINISTRATIVE / FISCAL MATTERS**

#### **Workforce Innovation and Opportunity Act (WIOA) Youth Program Grant Award**

Finance Director Jill Adams presented the WIOA Youth Program grant award in the amount of \$612,576 with an administrative amount not to exceed \$61,258. She stated the grant period is 4/1/21 - 6/30/23, and no Baldwin County match is required.

Vice Chairman John Westmoreland made a motion to accept the Youth Program grant award as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

#### **Contract Service and Financial Agreement for Middle Georgia Workforce Development Area 11**

Finance Director Adams presented a contract service and financial agreement between Baldwin County and the Executive Committee of Chief Elected Executive Officials for Middle GA Workforce Development Area 11; Workforce Development Board and Middle GA Consortium for the period July 1, 2021 through June 30, 2022. She stated the Agreement incorporated the annual budget of \$2,857,605 for all programs, i.e. youth, adult and dislocated worker programs.

Commissioner Emily Davis made a motion to approve the Contract Service and Financial Agreement including program budgets as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

#### **Convention and Visitors Bureau (CVB) Contract**

Assistant County Manager Dawn Hudson reported the County, as authorized by legislation, may impose an eight percent (8%) Hotel / Motel Tax on lodging accommodations. The revenue derived from the tax may be made available and expended to promote tourism. She stated the CVB is the designated marketing organization for the tourism portion of the tax. Ms. Hudson presented a contract with the Convention and Visitors Bureau which solidifies the agreement for Baldwin County to allocate 43.75% of the 8% excise tax for the purpose of promoting, attracting and stimulating tourism and for such other purposes as authorized. She stated the contract must also be approved by the Convention and Visitors Bureau.

Commissioner Sammy Hall made a motion to approve the contract with the Convention and Visitors Bureau as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Contract is herewith attached and made an official part of the minutes at pages 56 and 57.

#### Resolution Adopting Joint Comprehensive Plan Interim Update

County Manager Carlos Tobar presented a Resolution adopting the Joint Comprehensive Plan Interim Update to include the Broadband Services element of the Plan. He reported this allows the County to apply for grant funds and partner with other provider agencies for the services. He stated the City of Milledgeville will consider the Resolution for adopt next week.

Commissioner Sammy Hall made a motion to adopt the Resolution as presented.  
Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the Resolution is herewith attached and made an official part of the minutes at pages 56 and 57.

#### OLD BUSINESS

Chairman Craig reported that he and County Manager Tobar represented the County at the National Association of Counties (NACo) Annual Conference and attended the award ceremony to receive three (3) NACo National Achievement Awards - Baldwin County Transit Program in the Transportation category; Baldwin County Regional Airport in the Community and Economic Development category; and Adult Treatment Court Collaborative under the Criminal Justice and Public Safety category.

Chairman Craig stated one primary subject at NACo was COVID which the Center for Disease Control now considers the pandemic of the unvaccinated. He encouraged everyone to get the COVID vaccination in order to stop the pandemic.

#### NEW BUSINESS

There was no New Business to come before the Board.

#### COUNTY MANAGER'S REPORT

County Manager Tobar presented an update on the following projects: splash pad opened; temporary pad features will be replaced with permanent ones as soon as they arrive; Bonner Road set to re-open soon; Georgia Initiative for Community Housing (GICH) meeting held; replaced 5,500 linear feet of 6,600 linear feet of defective water pipe at Erin Shores; driveway construction for Government Building should be complete by mid-August; language in Manufactured Home ordinance is being reviewed by Land Use Committee, and a public hearing will be scheduled soon.

#### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Cindy Humphrey of Simpson Proctor Lane stated she submitted a work order in November to get ditches dug out, and she submitted a follow-up request in June. She asked when the County would clean out the ditch.

Shanerica Johnson, owner of a mobile home park at 105 Harrisburg Road, requested the County cut the grass along the road. She stated the same situation of tall grass is also at 175 & 177 Wolverine Street. Ms. Johnson requested more specific answers regarding Master Water Meters and how owners of parks will be charged in order for accurate information to be forwarded to tenants. Chairman Craig recommended that she discuss the situation with Mr. Tobar after meeting, and he will be able to assist her with her questions.

Susie Marshall of 196 Frazier Drive expressed concern about issues on the southside of town including no street lights in the area of Frazier Drive and Vinson Highway; tall grass along roads, robberies and crime in this area; and other matters. She requested consideration in getting help on southside.

#### EXECUTIVE SESSION

There were no matters to come before the Board in an Executive Session.

**ADJOURNMENT**

Commissioner Kendrick Butts made a motion to adjourn the meeting at 7:00 p.m.  
Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "H. Craig".

Henry R. Craig  
Chairman

A handwritten signature in blue ink, appearing to read "Cynthia K. Cunningham".

Cynthia K. Cunningham  
County Clerk



STATE OF GEORGIA

COUNTY OF BALDWIN

THIS CONTRACT, made and entered into as of the 20 day of July, 2021, by and between THE BALDWIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "County", and THE MILLEDGEVILLE - BALDWIN COUNTY CONVENTION AND VISITORS BUREAU, INC., a non-profit corporation, hereinafter referred to as the "CVB."

WHEREAS, the County has established itself as a leading tourist, convention and visitors center; and desires to foster and encourage the use of facilities within Baldwin County thereby increasing the revenues of Baldwin County; and to create and maintain employment opportunities within Milledgeville and Baldwin County; and

WHEREAS, the CVB has been designated by Baldwin County as the official Destination Marketing Organization ("DMO") and is organized to promote tourism, conventions and meetings within Baldwin County; and

WHEREAS, as the DMO the CVB undertakes activities that have both the direct and incidental purpose and effect of promoting, attracting, stimulating and developing conventions, meetings and tourism in the Milledgeville - Baldwin County area; and WHEREAS, the County has determined that the activities of the CVB are necessary, useful and convenient to the promotion, stimulation and development of conventions, meetings and tourism in the Milledgeville - Baldwin County areas; and

WHEREAS, the General Assembly of the State of Georgia has authorized municipalities to impose, levy and collect an excise tax upon the furnishing to the public for value of rooms, lodgings or accommodations, as stated in O.C.G.A. Title 48, Chapter 13, Article 50; and

WHEREAS, the General Assembly has declared its purpose and intent that revenues derived from the tax imposed pursuant to O.C.G.A. Title 48, Chapter 13, Article 50, may be (and certain revenues must be) made available and expended for the purpose of promoting, attracting, stimulating and developing conventions and tourism in the jurisdiction imposing the tax; and

WHEREAS, the County has imposed an eight percent (8%) excise tax upon the furnishing to the public for value of any rooms, lodgings or accommodations under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b); and

WHEREAS, the County, in accordance with O.C.G.A. Title 48, Chapter 13, Article 51(b), has allocated 43.75% of the of the eight percent (8%) excise tax, less administrative costs associated with collection of the excise tax, to the CVB for the purpose of promoting tourism, and for such other purposes authorized by O.C.G.A. Title 48, Chapter 13, Article 50; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and the CVB do agree as follows-

1. The CVB shall use its best efforts to provide public relations, promotional, advertising, and other projects to promote, attract, stimulate, sell, develop and support conventions, meetings and tourism in the Milledgeville - Baldwin County area.
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2. In performing this Contract, the CVB shall hire such employees, agents or consultants and obtain such goods and services as may be necessary or appropriate to its performance.
3. The CVB will perform the projects hereunder without discrimination against any person or persons on account of race, color, creed, sex, age, or national origin.
4. The initial term of this Contract shall be for 12 months, beginning on August 1, 2021. This Contract shall renew for successive 12-month terms, unless and until either party provides the other party with at least 90 days prior written notice of its desire not to renew the Contract for the next renewal term.
5. The County has imposed an eight percent (8%) tax on the rental of rooms, lodgings, or accommodations in the County, as authorized by O.C.G.A. Title 48, Chapter 13, Article 51(b). In consideration of the performance by the CVB of this Contract, the County shall pay to the CVB during the term of this Contract, and the CVB shall budget for expenditure under this Contract, a sum equal to 43.75% of the eight percent (8%) collected under the excise tax imposed by the County under the authority of O.C.G.A. Title 48, Chapter 13, Article 51(b), as now or hereafter amended.

The amounts to be paid by the County to the CVB hereunder shall be paid to the CVB as the parties mutually agree, but no less often than quarterly. The amount of each such installment shall be calculated on the basis of actual taxes collected by the County for the covered period.

6. All sums received by the CVB from the County shall be expended solely for the benefit of promoting tourism in Milledgeville-Baldwin County, including the promotion of recreational, cultural, historic and natural resources.
7. The CVB shall provide audit verification to the County demonstrating that the CVB uses the funds solely and exclusively for the purpose of promoting tourism in conformance with this Contract. CVB shall submit annual reports to the County detailing the use of the funds. Failure to file a report may compromise the CVB's status to receive such funds.
8. By executing this Contract, the CVB hereby affirms that it will use the funds received solely and exclusively for the purpose of promoting tourism in compliance with this Contract and will further expend such funds in full compliance with County ordinances and state laws. The CVB agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure or alleged failure to spend funds in compliance with this Contract, and shall defend the County from and against all claims that arise therefrom, including reasonable attorneys' fees and court costs of the County. Furthermore, if the CVB fails to spend the funds in the manner contemplated in this Contract, or fails to meet the timelines requirements hereof, CVB agrees this shall constitute a breach hereof and all such funds shall be returned to the County immediately.
9. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective

parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party:

For County:	For CVB:
County Manager	Executive Director
1601 N. Columbia St, Suite 230	200 West Hancock Street
Milledgeville, Georgia 31061	Milledgeville, Georgia 31061

10. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Contract without prior written approval of all parties hereto.

11. It is the intention of the parties that the laws of Georgia shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights or duties of the parties.

12. In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13. On and after the date of this Contract, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Contract.

14. Time is and shall be of the essence under this Contract.

15. The parties signing this Contract hereby state that they have the authority to bind the entity on whose behalf they are signing.

16. This Contract supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Contract. This Contract shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Contract is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

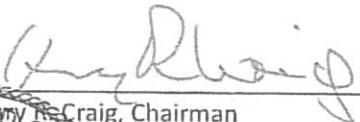
17. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

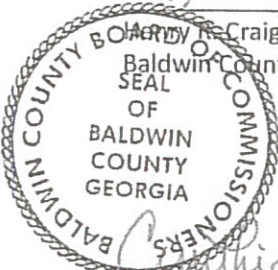
18. Except as expressly limited by the terms of this Contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Contract or to insist upon strict compliance with any obligation specified in this Contract, and no custom or practice at variance with the terms of this Contract, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Contract.


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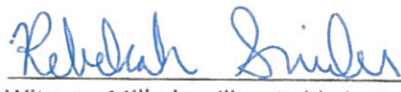
IN WITNESS WHEREOF, the parties have hereunto executed this Contract and affixed their seals by their duly authorized representatives after having been first authorized to do so, all on the day and year first above specified.

Signed and Sealed this 20 day of July, 2021.

  
Larry De Craig, Chairman  
Baldwin County Board of Commissioners

  
Cynthia K. Cunningham  
Cynthia K. Cunningham, County Clerk  
Baldwin County Board of Commissioners

  
Sharon Hardberry  
Milledgeville – Baldwin County Convention  
and Visitors Bureau

  
Rebekah Linder  
Witness, Milledgeville – Baldwin County Convention  
and Visitors Bureau



**RESOLUTION  
BY BALDWIN COUNTY  
ADOPTING THE JOINT COMPREHENSIVE PLAN INTERIM UPDATE  
FOR  
BALDWIN COUNTY AND THE CITY OF MILLEDGEVILLE**

**WHEREAS**, the 1989 Georgia Planning Act requires that all local governments submit a comprehensive plan; and

**WHEREAS**, O.C.G.A. 50-8-1 et seq. gives the Department of Community Affairs authority to establish standards and procedures for appropriate and timely comprehensive planning by all local governments in Georgia; and

**WHEREAS**, the Broadband Services Element of the Joint Comprehensive Plan Update for Baldwin County and the city of Milledgeville was completed by Baldwin County with the assistance of the Middle Georgia Regional Commission; and

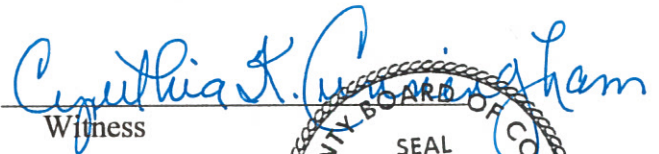
**WHEREAS**, this document was reviewed by the Georgia Department of Community Affairs and was found to be in compliance with the Local Planning Requirements.

**THEREFORE**, be it resolved that Baldwin County does hereby adopt the Joint Comprehensive Plan Interim Update for Baldwin County and the city of Milledgeville.

Signed and sealed this 20 day of July 2021.



Henry R. Craig., Chairman  
Baldwin County Board of Commissioners



Witness

