



**BALDWIN COUNTY  
REGULAR MEETING**  
February 6, 2024  
1601 N Columbia St, Suite 220  
6:00 PM

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## MINUTES

### MEMBERS PRESENT

Emily Davis  
John Westmoreland  
Kendrick Butts  
Sammy Hall  
Henry Craig

### OTHERS PRESENT

Brandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

### CALL TO ORDER

Chair John Westmoreland called the meeting to order at 6:00 p.m.

### INVOCATION

Apostle Ernest Franklin delivered the Invocation.

### PLEDGE OF ALLEGIANCE

GMC Cadet Boyer led the Pledge of Allegiance.

### PRESENTATIONS

#### Introduction of Wesley S. Hardin

Chairman John Westmoreland introduced Wesley Hardin, Director of Public Safety and Chief of Police of Georgia College and State University. Mr. Hardin expressed his appreciation to Commissioners for having him and giving him the opportunity to be introduced and meet Commissioners. He stated he is looking forward to working with County and City officials as well as the Sheriffs Department and Police Department.

#### Black Histcu Month

In honor of Black History Month, Ms. Latonia Howell presented information on African — American history makers including Ludie Andrews, Lisa Cook, Oscar Davis, Sr., Geneva Bell Davis, Collins P. Lee, Mary Parham — Copelan, Floyd Griffin, Jr., Dennette Odum

Jackson, Barry Jarrett, Sally Ellis Davis, Dr. Benjamin Simmons, Clarence Simmons, J.

C. Hogan, Joseph Graham, Charles Mathis, George Jarrett and other local honorees.

## APPROVAL OF MINUTES

Commissioner Emily Davis made a motion to approve the minutes of the January 16, 2024 Work Session, January 16, 2024 Regular Meeting and the January 16, 2024 Executive Session. Commissioner Henry Craig seconded the motion and it passed unanimously.

## ADMINISTRATIVE 1 FISCAL MATTERS

### West Lower Hangar Environmental Assessment

County Manager Carlos Tobar presented the Work Authorization between Baldwin County and Holt Consulting Company, LLC for the Environmental Assessment for the Lower Ramp Hangar Development. He stated that all tasks done by Holt Consulting has to be approved by Georgia Department of Transportation. He discussed the Scope of Work, Professional Services Cost Breakdown and Subconsultant Scope for SES Energy Services, LLC.

Commissioner Emily Davis made a motion to approve the Work Authorization with Hold Consulting Company as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy of the Work Authorization is on file in the Commissioners' Office.

Ms. Melinda Brewer, 234 Lakeshore Circle, requested clarification on the Environmental Assessment. She stated that the original CIP had a cost of \$125,000 which included an Environmental Assessment for both East and West Apron. Since the East side is not included, she requested information about the cost of the Assessment. County Manager Tobar stated the cost is higher than anticipated. Ms. Brewer asked if the results would be available to the public. County Manager Tobar responded there will be a public hearing held.

### Appointment to the Board of Assessors

Commissioner Emily Davis recommended the appointment of Sheila Beckman to the Baldwin County Board of Assessors for District 1. She stated Ms. Beckman is interested in serving the community and has agreed to serve in this capacity.

Commissioner Sammy Hall made a motion to accept the recommendation and to ratify the appointment of Sheila Beckman to the Board of Assessors. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

### Workforce Innovation and Opportunity Act (WIOA) Grant Awards

Assistant County Manager Dawn Hudson presented the following grant awards:

Adult Program, \$566,523, October 1, 2023 - June 30, 2025;

Dislocated Worker Program, \$595,762, October 1, 2023 — June 30, 2025;

Dislocated Worker Program (additional funds), \$50,000, January 1, 2024 — December 31, 2024.

Vice Chairman Kendrick Butts made a motion to accept all 3 grants as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

### Georgia Department of Transportation (GDOT) Non-Discrimination Agreement

County Manager Carlos Tobar presented a GDOT Non-Discrimination Agreement that is required by DOT for all federal aid recipients. The Agreement assures that Baldwin

County will not discriminate on the grounds of race, color, national origin or sex. Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 states that no person shall be excluded from participating in or denied benefits or otherwise be subject to discrimination. The Agreement names the County Manager as being responsible for initiating and monitoring Title VI activities. Mr. Tobar stated the Agreement is a requirement to maintain LAP certification

Commissioner Sammy Hall made a motion to approve the Non-Discrimination Agreement as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the Title VI Non-Discrimination Agreement is on file in the Commissioners' Office.

#### Facility Lease / Service Agreement for Flight Instruction Initiative

County Manager Tobar presented a Facility / Lease Agreement for a Flight Instruction and Aviation Promotion Initiative. He stated the Agreement is with Horizon Aviation, LLC to operate a flight school at the Baldwin County Regional Airport and assist the County in promotion of the Airport and aviation opportunities under a Letter of Agreement which provides for leasing to the Operator certain premises at the Baldwin County Regional Airport as described in the Lease Agreement. The Agreement outlines responsibilities of parties and states that the Operator will pay annual rent of \$12,000. Mr. Tobar stated County Attorney Palmer has reviewed the Agreement.

Commissioner Henry Craig made a motion to approve the Lease / Service Agreement as presented. Commissioner Emily Davis 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 and ~~225~~

#### Urban Camping Ordinance

County Manager Tobar reported a public hearing has been held on the proposed Urban Camping Ordinance. He stated there are some areas in the County such as the bike trail and the disk golf course that are now accessible, and this ordinance is needed to keep people from possibly camping on public property.

Commissioner Henry Craig made a motion to adopt the Urban Camping Ordinance. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

A copy of the Urban Camping Ordinance is herewith attached and made an official part of the minutes at pages ~~laVanda~~ 5

#### Ocmulgee Drug Task Force Grant Awards

Assistant County Manager Dawn Hudson presented grant awards for the Drug Task Force. She stated there are two awards for two different grant periods. The first award is in the amount of \$40,739.00 for the period January 1, 2024 — September 30, 2024. The second award is in the amount of \$111,157.00 for the period January 1, 2024 — December 31, 2024.

Commissioner Sammy Hall made a motion to accept both grant awards as presented and to authorize the Chairman to sign necessary grant documents. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

#### OLD BUSINESS

Commissioner Emily Davis requested a status report on the trash pickup on Meriwether Road.

## NEW BUSINESS

Commissioner Emily Davis introduced Ms. Beverly Lundy Hill who presented information on the African American Historical Banner Project.

## COUNTY MANAGERS REPORT

County Manager Carlos Tobar stated he had submitted his report to Commissioners electronically. He briefly discussed ongoing County projects to include sewer line replacement project; flock cameras aquatic center, pickleball courts, Oconee Heights, rural housing initiative, and ball fields laser grading and grading;

## PUBLIC COMMENT

Edwin Atkins, 939 Walnut Street, Macon, addressed the Board regarding the Old State Prison and the site of the Aquatic Center.

The following residents of Plantation Chase addressed the Board expressing concern with the development on Log Cabin Road:

Carley Lance, 131 Scarlett Way, stated residents want clarity of what is being built near their neighborhood and want to make sure it is not to the detriment of the homes in the neighborhood. She also wanted a date on when the roads would be striped.

Janice & Kenneth Ward, 110 Tara Place, requested information on the development. They expressed concern for the increased traffic due to Kroger, Publix, and this development. ?

Gladys Jerome Grable, Southern Walk Drive, shared the same concerns about the development and wanted answers.

Danny Register, 234 Mt. Pleasant Church Road; addressed the Board to thank Commissioners for all the help they provide to his community and the entire County.

## EXECUTIVE SESSION

Commissioner Emily Davis made a motion to adjourn into Executive Session at 7:15 p.m. to discuss litigation. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

## REGULAR MEETING

Commissioner Henry Craig made a motion to reconvene the Regular Session at 7:35 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

## ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the meeting at 7:35 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,



John H. Westmoreland

Chairman



Cynthia K. Cunningham  
County Clerk

Cynthia K. Cunningham

Facility Lease / Service Agreement

Flight Instruction and Aviation Promotion Initiative

THIS AGREEMENT made and entered into this day of, 2024, February effective at signing, by and between BALDWIN CO , GEORGIA, division of \_\_\_\_\_ a political \_\_\_\_\_ the State of Georgia, existing by and under the authority of the laws of the State \_\_\_\_\_ of Georgia, hereinafter referred to as the "County", and Horizon Aviation, LLC, hereinafter referred to as the "Operator".

WITNESSETH:

WHEREAS, the Operator desires to operate a flight school at the Baldwin County Regional Airport and assist the County in promotion of the airport and aviation opportunities under a Letter of Agreement which provides for the leasing to the Operator of certain premises hereinafter described and located at the Baldwin County Regional Airport, together with the right to use and enjoy individually, and in common with others, the facilities referred to; and

WHEREAS, the Operator will engage in the business of operating a flight instruction school and function to promote aviation including the services provided for in Section 7;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, the County does hereby lease, demise, and let to the Operator, and the Operator does hereby take and lease from the County, the following premises, rights, and easements on and to the airport upon the following terms and conditions:

1. This agreement shall terminate absolutely and without any further obligation on the part of the County at the close of the 2024 calendar year (December 31, 2024) and at the close of the succeeding year for which it may be renewed. The County and the Operator may renew this agreement for one year by mutual written agreement.
2. All official communications concerning this Facility Lease / Service Agreement and ongoing operations shall be between the Operator and the County Manager or the County Manager's designee.
3. The County does hereby grant, demise and lease to the Operator use of designated areas of the Conference and Training Center Building, subject to the County's right to restrict or entirely revoke Operator's use of the Conference and Training Center Building at any time, in the County's sole discretion, upon giving thirty (30) days' notice to the Operator. The County shall have the right, after discussion with the Operator, to designate unused areas of the Conference and Training Center Building for other uses.
4. The County reserves the right to remove any County owned facility from service for repair or renovation when needed without additional cost to the County for income loss to the Operator.

5. The Operator shall work in collaboration with the Baldwin County Regional Airport's Fixed Base Operator, the Airport Advisory Committee, the local EAA Chapter, County staff and other appropriate groups to support and advance the Baldwin County Regional Airport's Vision for the Baldwin County Regional Airport.
6. Annual Rent
  - a. The Operator shall pay annual rent of \$12,000 in equal monthly payments, except as described in 6.b of this section. In the event of a reduction of available facilities, the yearly rent will be re-negotiated to account for such changes.
  - b. In consideration for acting in a role for the County's aviation promotion initiative, the Operator's annual rent will be waived during the first year. After the second semi-annual performance evaluation and review, if the targeted first year objectives are achieved, the County will develop a new list of objectives, and the rent will be waived for the second year. This process will be in effect for the duration of the original agreement.
  - c. During the first year, the Operator shall support the County's aviation promotion initiative through collaboration with others. After identifying resources available from others, the Operator shall formulate a plan, in cooperation with others, to address the following activity concepts. The activities are general in nature, leaving the Operator to develop innovative and interesting offerings.
    - i. Conduct two community-wide regional events promoting aviation.
    - ii. Host three activities promoting aviation in the K-12 environment.
    - iii. Establish a "camp" opportunity for high school students.
    - iv. Establish a presence in the regional high schools and colleges.
    - v. Conduct two activities for underrepresented groups.
    - vi. Develop promotional materials.
7. The Operator agrees to provide the following services under the flight school and promotional terms of this lease agreement:
  - a. Full Time Operation And Availability sufficient to serve the needs of the community and support the aviation promotion initiatives.
  - b. Flight Instruction including an initial minimum of Private, Instrument, Commercial and CFI Levels.
  - c. Ground Instruction Access including an initial minimum of Private, Instrument and Commercial Levels.
  - d. Coordination With Local Part Time Insü-uctors desiring to provide instruction.
  - e. Aircraft Rental with a minimum of one (1) aircraft appropriate for basic flight instruction equipped and maintained current for instrument flight. Aircraft shall be available for instructional and recreational flights. Additional aircraft shall be provided as need dictates.
  - f. Educational Initiatives Support For Local Schools And Colleges to advance aviation knowledge, appreciation, and STEM related course work.
  - g. Initiatives For Underrepresented Groups such as, but not limited to, women and minorities.

- h. Presentations To Groups And Organizations promoting flight instruction at the Baldwin County Regional Airport as a regional resource.
  - i. Cooperation With The Contracted Fixed Base Operator to advance the Baldwin County Regional Airport as a valuable resource.
  - j. Support For Local Aviation Groups such as The Baldwin County Regional Airport Advisory Committee and the local Experimental Aircraft Association (EAA) chapter.
8. The Operator, working in collaboration with the County and the Fixed Base Operator, shall establish an Advisory Group.
9. A semi-annual performance evaluation and review will be conducted by the County. Any remediation and expansion plans shall be discussed and documented. A target date for addressing any identified items in need of improvement or adjustment shall be defined.
10. The Operator will perform its obligations under the terms of agreement. Nothing in this agreement will in any way be construed to appoint or employ Operator or any of its employees, officers, agents, and subcontractors as an employee, agent, or representative of the County. The manner and method of providing services under this Agreement by Operator will be determined by Operator in its sole discretion, subject to the limitations contained herein. This agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.
11. The County shall furnish electric current and water for the operation of the Conference and Training Center Building. The Operator shall keep and maintain the premises in a clean, safe, and sanitary condition for use as an airport facility. The Operator shall keep the facility rooms and all its appurtenances in proper condition for the accommodation of pilots, passengers, students, visitors, and others rightfully on the premises.
12. The Operator agrees to observe, obey, and enforce all reasonable rules and regulations which may from time to time during the term hereof, be promulgated by the County or other competent authority, including the rules, regulations and minimum standards hereby adopted by the County relating to the flight instruction and promotional operations. The Operator agrees to assist the County in the orderly development of the airport.
13. It is mutually agreed and understood that in connection with the performance of any right or privilege, duty, or obligation under the terms of this agreement, the County and the Operator agree not to discriminate against any employee or applicant for employment due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin. This provision shall include, but not be limited to, the following:
- Employee upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

14. This agreement shall be subordinate to the provisions of any existing or future agreement between the County of Baldwin and the United States and/or State of Georgia, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for the development of the airport.
15. The Operator will have exclusive use of the Flight Training Office in the terminal at the Baldwin County Regional Airport.
16. The Operator shall have the right, in conunun with others authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for take-off, flying and landing of aircraft of the Operator.
17. The Operator shall have the non-exclusive use without charge, in cornmon with others, of the aircraft parking areas, appurtenances and improvements thereon.
18. The Operator shall have the right to install, operate, maintain, repair and store, subject to the approval of the County and taking into consideration the safety and convenience of all persons concerned, all equipment and supplies necessary for the operation ofthe Operator's flight instruction business and the aviation promotional responsibilities.
19. The Operator's right to ingress and eyess from the demised premises shall be limited to streets, driveways, or sidewalks designated for such purposes by the County, which right shall extend to Operator's employees, passengers, guests, invitees, and patrons.
20. The Operator hereby agrees to maintain the offces occupied by it and make such repairs as are necessary and any improvements approved by the County. In the event of fire or any other casualty not caused by the Operator, this agreement shall be terminated, unless the County chooses to either repair or replace the leased premises. The County will attempt to support this section through other means. Structural repairs (including by way of illustration, but not limited to, electrical, roofing, and plumbing repairs) shall be the County's responsibility.
21. The Operator hereby agrees to obtain liability insurance at its own expense, with Baldwin County shown as a named insured, as follows:
  - Bodily Injury: \$1,000,000.00 each person and \$1,000,000.00 each accident,
  - Property Damage: \$ I ,000,000.00each accident
  - Passenger Liability: \$1 ,000.000.00 each
  - Public Liability-Bodily Injury and Property Damage: Same as above.

Upon execution of this agreement, and thereafter not less than thirty (30) days prior to the expiration date of such insurance, Operator shall supply the County with certificates of insurance issued by the insurer for all the above-described policies of insurance.
22. The parties hereto for themselves, their legal representatives, successors and assigns further covenant and agree as follows:

- a. The Operator agrees to observe and obey during the term of this lease, all laws, ordinances, rules, and regulations promulgated and enforced by the County and by any other proper authority having jurisdiction over the conduct of the operations of the Baldwin County Regional Airport. In addition, it is necessary that the Operator abides by and enforces all Federal Aviation Regulations as they apply to any ground or airborne operations of any kind at the Baldwin County Regional Airport. The Operator shall be required to establish and follow appropriate aviation ground safety guidelines to ensure the airport remains a safe place for airport users and the surrounding community.
  - b. The Operator agrees to defend, indemnify, and hold harmless the County, its commissioners, employees, representatives, and agents from and against any and all losses, third party claims, damages, liabilities, costs, and expenses caused by, relating to, or arising out of any act or omission by Operator, its members, officers, employees, agents, or representatives in connection with Operator's performance or non-performance of its obligations under this agreement.
  - c. The Operator shall peacefully enjoy the leased premises, and all the rights and privileges herein granted subject to the rules and regulations which have been made or may be adopted by the Baldwin County Board of Commissioners.
  - d. The Operator agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt and efficient service adequate to meet all demands for its services at the airport; to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and to charge fair, reasonable and nondiscriminatory prices for such unit of sale or service provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or similar types of price reductions to purchasers.
23. The Operator agrees that no signs or advertising materials may be erected on the premises without the written consent of the County.
24. The Operator agrees that any additional operations that are not stated in this contract will need to be submitted to the County Manager for approval.

Initials:

Operator

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25. The County shall not be liable for any loss of income that Operator may sustain during any period when the airport shall be closed, or Operator's use of the airport is restricted by any lawful authority in such a manner as to interfere with the use of same by the Operator.
26. The County agrees to extend to the Operator the same fire and police protection services extended to the other tenants and facilities on airport property.
27. The Operator expressly agrees that it will pay all taxes that may be levied against the personal property of the Operator.
28. At any time, either party may terminate this agreement without cause by providing thirty (30) days' written notice to the other party.
29. No delay or omission by the County to exercise any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The failure herein to specify a right, power, or remedy accruing upon any non-compliance or failure of performance by the Operator shall not be construed to be a waiver thereof so as to impair the right of the County thereby aggrieved to all remedies then available to it at law or in equity.
30. The Operator shall have the right and privilege of engaging in and conducting all the services contained in Section 7 of this agreement on the premises of Baldwin County Regional Airport, under the terms and conditions as set forth herein, provided, however, that this agreement shall not be construed in any manner to grant the Operator or those claiming under him the exclusive right of the uses of the premises and facilities of said airport other than those premises leased exclusively to the Operator.
31. The County reserves the right to further develop or improve the airside area of the airport as it sees fit.
32. The County reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities.
33. During a time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military and/or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
34. The Operator, its agents, and employees, will not discriminate against any person or class of persons due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Federal Aviation Regulations. The Operator further agrees to comply with

Initials: County

Operator

such enforcement procedures as the United States might demand that the County take to comply with the FAA Assurances by the County of Baldwin as the official Airport Sponsor.



35. No right or obligation under this agreement may be assigned, delegated, or transferred by one party to a third party without the express written consent of the other party to this agreement. Any attempted or purported assignment without such consent should be considered null and void.
36. For purposes of this agreement, any notice to be given in writing to the Operator shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to The Operator's address as follows:

Kel Johnson  
Horizon Aviation, LLC  
7 Falcon Dr, Peachtree City, GA 30269  
(470) 332-0787  
horizonaviation@ynail.com

Similarly, any notice to be given in writing to the County shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

County Manager  
Baldwin County, Georgia  
Baldwin County Government Building  
1601 North Columbia Street  
Suite 230  
Milledgeville, Ga 31061

37. This agreement constitutes the entire agreement between the parties and there are no oral or other representations regarding the subject of this agreement that are binding on either party. Any changes, amendments, or modifications to this agreement must be in writing, signed by both parties, and duly adopted by the Board of Commissioners of Baldwin County.
38. This agreement will be subject to and governed by the laws of the State of Georgia.
39. Time is the essence in this agreement.
40. If any provision of this agreement shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this agreement, and each such

Initials: County  
Operator

provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.

41. Both parties have participated fully and equally in the negotiation and preparation of this agreement. This agreement shall not be more strictly construed, nor any ambiguities in this agreement resolved, against either the County or Operator.



42. This agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.

43. In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

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Initials: County  
Operator

Its:\_\_\_\_\_

Signed, sealed, and delivered

This\_\_\_\_\_day of \_\_\_\_\_ 2024.

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public {SEAL} My

Commission expires: \_\_\_\_\_

TO AMEND CHAPTER 34 OF THE BALDWIN COUNTY CODE OF ORDINANCES TO ADD ARTICLE V, ENTITLED "URBAN CAMPING"; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE BALDWIN COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS

SECTION 1. That The Code of Ordinances, Baldwin County, Georgia is hereby amended by adding an article to be numbered V, which article reads as follows:

ARTICLE V. - URBAN CAMPING

Sec. 34-76. - Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

"Camp" or "camping" means the use of a street, sidewalk, other right-of-way, and or any other county property for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or making a fire, or carrying on cooking activities, or using a tent or other temporary structure for habitation. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the participant is in fact using the area as a living accommodation, regardless of the intent of the participant.

"County property" means any property owned, operated, or controlled by Baldwin County.

"State Property" means any property in the unincorporated area of Baldwin County that is owned, operated, or controlled by the State of Georgia and any of its offices, agencies, authorities, departments, commissions, boards, divisions, instrumentalities, or institutions.

Sec. 34-77 Prohibition of urban camping and improper use of county property.

- (a) It shall be unlawful for any person to set up tents, shacks, or any other temporary shelter on county property or state property for the purpose of overnight or daytime camping.
- (b) It shall be unlawful for any person to leave any movable or temporary structure or special vehicle to be used or that could be used for the purpose of overnight or daylight camping on county property outside of the county property's hours of operation.
- (c) The hours of operation for all parks and recreation facilities owned, operated, and controlled by the county shall be from sunrise until sunset unless a previously scheduled recreational activity is scheduled. No persons other than county personnel conducting county business shall occupy or be present in such parks during any other hours.
- (d) Any county property may be declared closed to the public by the county at any time and for any interval of time, either temporarily or at regular or stated intervals.

SECTION 2.

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A. It is hereby declared to be the intention of the Board of Commissioners that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Board of Commissioners to be fully valid, enforceable, and constitutional.

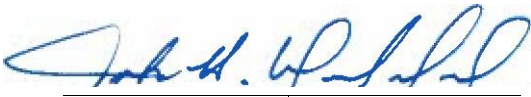
B. It is hereby declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board of Commissioners that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.


SECTION 3. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon its adoption by the Chairperson and Board of Commissioners of Baldwin County.

SO ORDAINED this 6 day of February, 2024.

  
H. WES ORELAND  
CHAIRMAN

ATTEST:

  
CYNTHIA K. CUNNINGHAM  
COUNTY CLERK  
BALDWIN COUNTY  
GEORGIA

