



**BALDWIN COUNTY
REGULAR SESSION**

**October 1, 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 October 1, 2024 Regular Meeting to order at 6:00

INVOCATION

The Invocation was delivered by County Manager Carlos Tobar.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Emily Davis.

PRESENTATIONS

Presentation of Appreciation

Chairman John Westmoreland presented a Certificate of Recognition to Mr. Tom Glover for his dedication and efforts of improving recreational choices for citizens by bringing together resources necessary for the creation of a multi-functional trail at Walter B. Williams, Jr. Park.

Recognition of County Staff

Chairman Westmoreland, on behalf of the Board, expressed appreciation to Baldwin County staff who worked diligently to assist Baldwin County, surrounding counties and those displaced by the recent hurricane.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to include minutes from the September 30, 2024 Public Hearing, Called Meeting and Work Session. Commissioner Henry Craig seconded the motion and it passed unanimously.

APPROVAL OF MINUTES

Commissioner Emily Davis made a motion to approve the minutes of the September 17, 2024 Public Hearing, Called Meeting, Executive Sessions, Public Hearing and Regular Meeting, and the September 30, 2024 Public Hearing, Called Meeting and Work Session. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Airport Capital Improvement Plan

County Manager Carlos Tobar presented the Airport Capital Improvement Plan (CIP) for FY 26 – FY 30. He stated that the Environmental Assessment is currently being done for the lower ramp and apron expansion, and nothing can be done until this assessment is complete. He reported he anticipates the Public Hearings will be held in December. He stated the County requested that the Airport consultant conduct a drainage study to evaluate the entire Airport. A Disadvantaged Business Enterprise update, which is a federal requirement, will be done for the year FY 24 – FY 26. Mr. Tobar reported that a modification of the Standard Study for the parallel taxiway separation will be conducted to see if the runway would need to be moved south by twenty feet. The study will be submitted to GDOT and FAA for their determination as whether the runway would need to be moved. The projects listed for future years are simply placeholders in the CIP until the County receives results of the Environmental Assessment.

Commissioner Henry Craig made a motion to approve the Airport Capital Improvement Plan as presented.

Chairman John Westmoreland stated a citizen has signed up to speak on this item.

Ms. Joan Crumpler, 237 Lakeshore Circle, stated she would like clarification on the reference to “apron” expansion in FY 29 and FY 30 projects. She also stated the five-year CIP as presented would put taxpayers on the hook for \$1.5 million dollars.

County Manager Tobar stated the only firm numbers are for the first two years. FY 2025 has a match of \$22,505.80 and FY 2026 has a match of \$42,750.

County Manager Tobar requested that Airport Advisory Committee Chairman Jim Wolfgang respond to the question regarding the “apron” shown in FY 29 and FY 30 projects.

Mr. Wolfgang stated GDOT and FAA periodically conduct a study to look at runway, taxiway and apron. The apron where the planes are parked eastward was done in 1985/1986, is very old and will not meet standards. He reported the runway is in good condition. He stated the CIP is a vision / planning tool, and if a project is not on the CIP it will not be funded.

Ms. Crumpler asked that the County look at proportional numbers and see what airport is doing for the community;

Commissioner Henry Craig restated his motion to approve the Capital Improvement Plan as presented. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Commissioner Henry Craig stressed the importance of the Airport not only to Baldwin County but to the entire country. He stated the Regional airport is the only airport open that can serve as landing and transporting to devastated areas, and it is part of the federal transportation system.

Resolution for Submission of ProHousing Grant Application

County Manager Tobar reported the ProHousing grant application is now available on the County’s website. He presented a Resolution authorizing the execution and

submission of a FY 2024 HUD Pathways to Removing Obstacles to Housing (ProHousing) grant application.

Vice Chairman Kendrick Butts made a motion to approve the Resolution for submission of the ProHousing grant application as presented. Commissioner Henry Craig seconded the motion.

Commissioner Sammy Hall stated he opposed the submission of the application. He said he did not want to approve submission of an application until the Board had more information. He stated application preparation will cost \$9,000.00; waiver of water / sewer connection fees, building permit fees and building inspection fees for the ten houses will cost in excess of \$46,000; donation of three pieces of property and waiving all legal and associated costs with this donation will also be costs to the County. Mr. Hall also stated the County is in the process of adopting new Land Use Codes and asked if these houses will conform to the new requirements.

Chairman John Westmoreland called for a vote on the adoption of the Resolution authorizing the submission of a ProHousing grant application. The motion passed by the following vote:

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

A copy of the Resolution is herewith attached and made an official part of the minutes at pages 300 and 301.

Resolution for DNR Land & Water Conservation Project

County Manager Carlos Tobar presented a Resolution authorizing the execution and delivery of a Department of Natural Resources Land and Water Conservation Fund project agreement and authorizing the execution and delivery of required documents necessary to consummate transactions contemplated by the Agreement.

Commissioner Sammy Hall made a motion to adopt the Resolution as presented. Commissioner Henry Craig 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 300 and 301.

Section 5311 Transit Program

Assistant County Manager Dawn Hudson presented a Resolution for the Board's consideration for the renewal application of the Section 5311 Rural Transportation program. She reported all legal requirements for advertising have been met, and the Resolution states the County will comply with all federal certifications and assurances for federal assistance.

Ms. Hudson stated the program has been operating in Baldwin County for twenty plus years to meet public transportation needs of all citizens who want to use the service. She reported the program is managed through the County Fire Department during the hours of 7:00 a.m. until 6:00 p.m. at a cost per ride of \$2.00. She stated the total operating budget for July 2025 – June 2026 is \$263,215 which will be shared 50 / 50 between the Department of Transportation and the County. She said the County's share of \$131,607 will be included in the 2025 and 2026 budgets and will be offset by fare revenue expected to be approximately \$18,000.

Commissioner Emily Davis made a motion to adopt the Resolution and to authorize the Chairman to sign all related documents. Vice Chairman Kendrick Butts seconded the motion.

Commissioner Hall stated he has never supported this program. He is not opposed to a transportation program that provides a valuable service to the citizens of Baldwin County; however, the cost to provide the service is \$21.00 per trip and the County only charges \$2.00 per ride. He stated he felt the program should charge more per trip and get more busses to make the program more efficient.

Chairman John Westmoreland called for a vote on the motion to adopt the Resolution as presented and it passed by the following vote:

Aye: Davis, Butts, Craig, Westmoreland

Nay: Hall

A copy of the Resolution is herewith attached and made an official part of the minutes at pages 302 and 303.

Ms. Hudson reported the County has received a capital grant under the Georgia DOT Transit Trust Fund for FY 2025 in the amount of \$85,401 which will be used for paving in front and around the shed at the Hardwick Fire Station where transit vehicles are kept.

Vice Chairman Kendrick Butts made a motion to approve the grant from the GDOT Transit Trust Fund in the amount of \$85,401 as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

Real Time Crime Center Bids

County Manager Carlos Tobar presented a bid tabulation for construction of the Real Time Crime Center. He stated two bids were received – Renfroe Construction, Macon, in the amount of \$368,035 and Dyer Construction, Milledgeville, in the amount of \$339,045. Mr. Tobar recommended awarding the bid to low bidder, Dyer Construction, in the amount of \$339,045.

Sheriff Bill Masee expressed his appreciation to the Board for their support in providing a truly state of art 911 center / real time crime center to tie in flock cameras, cameras of businesses and residences. He stated this will be a collaboration between law enforcement, government, colleges, business and residential areas.

Commissioner Henry Craig made a motion to award the bid to low bidder, Dyer Construction, in the amount of \$339,045. Commissioner Emily Davis seconded the motion and it passed unanimously.

OLD BUSINESS

County Attorney Brandon Palmer stated that at a previous meeting the Board asked him to develop an Agreement for provision of concessions at the Recreation Department. He reported the County agrees to provide the operator a license to enter and to utilize the existing concession facilities at Walter B. Williams in exchange for provision of concessions. The Agreement will begin October 1, 2024 and end December 31, 2024. The operator agrees to pay the County ten percent of the monthly gross proceeds less sales tax paid during the months that recreation league activities are held at the Highway 22 and Highway 212 fields. Mr. Palmer discussed the general terms and conditions of the Agreement

Commissioner Sammy Hall made a motion to approve the Agreement for Concessions as presented. Commissioner Henry Craig seconded the motion and it passed by the following vote:

Aye: Craig, Hall, Westmoreland

Nay: Butts, Davis

A copy of the Agreement is herewith attached and made an official part of the minutes at pages 302 and 303.

NEW BUSINESS

There was no New Business to come before the Board.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar presented an update on County projects to include: 2024 CDBG, road resurfacing, Real Time Crime Center, water park / aquatic center,

Harrisburg streetscape, rain garden at Coopers Park, broadband grant, 2022 CHIP grant, GICH graduation and district based land use.

Commissioner Emily Davis requested an update on the application process for the 2024 CHIP award.

Vice Chairman Kendrick Butts requested an update on the timeline for the Harrisburg Streetscape project.

Chairman John Westmoreland requested an update on the aquatic center policies / procedures and estimated number of employees that will be needed.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Andrew Strickland, 249 W Lakeview Drive, expressed appreciation for the community efforts to assist those who have been impacted by Helene. He stated he would like to thank all the individuals, businesses, County employees, firefighters, EMA Director, public safety, and law enforcement who came together, donated goods and volunteered during this time.

Desiree Liggins, 127 Sydney Butts Road, addressed the Board regarding the condition of Sydney Butts Road.

EXECUTIVE SESSION

Vice Chairman Kendrick Butts made a motion to adjourn into Executive Session at 6:55 p.m. to discuss personnel and litigation. Commissioner Emily Davis seconded the motion and it passed unanimously.


RECONVENE REGULAR MEETING


Commissioner Henry Craig made a motion to reconvene the Regular Meeting at 7:43 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 7:45 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,


John H. Westmoreland
Chairman


Cynthia K. Cunningham
County Clerk

A RESOLUTION TO AUTHORIZE THE EXECUTION AND SUBMISSION OF AN APPLICATION FOR A FY2024 UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PATHWAYS TO REMOVING OBSTACLES TO HOUSING GRANT; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO SUBMISSION OF THE APPLICATION; AND FOR OTHER PURPOSES.

WHEREAS, Baldwin County (the "County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the United States Department of Housing and Urban Development (HUD) has established the Pathways to Removing Obstacles to Housing (Pro Housing) competition to assist cities and counties in identifying and removing barriers to affordable housing through production and preservation;

WHEREAS, there exists in Baldwin County an acute need for affordable housing to households with incomes below 100 percent of the area median income;

WHEREAS Baldwin County has been identified as a high priority geographic area on the HUD Pro Housing priority geography map;

WHEREAS, the Board of Commissioners of Baldwin County has determined that it is in the public interest and welfare of the County and the citizens of the County that the County apply for a HUD Pro Housing grant in the amount of \$1.577 million to build ten (10) new affordable homes to be constructed by Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc. through an agreement with Macon Area Habitat for Humanity, Inc;

WHEREAS, the construction of affordable houses is in conformance with Baldwin County's Comprehensive Plan and Urban Redevelopment Plan and is not inconsistent with the Baldwin County Service Delivery Strategy;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Baldwin County, Georgia, and it is hereby resolved by authority of the same, that Baldwin County hereby supports and approves the submission of the application for a \$1.577 million FY2024 HUD PRO Housing grant;

BE IT FURTHER RESOLVED that the County will use grant funds awarded to build ten (10) new affordable homes to be constructed by Habitat for Humanity of Milledgeville/Baldwin County, Georgia Inc. through an agreement with Macon Area Habitat for Humanity, Inc;

BE IT FURTHER RESOLVED that Baldwin County commits to the \$9,000 grant writing fees associated with the FY 2024 HUD Pro Housing grant application;

BE IT FURTHER RESOLVED that Baldwin County commits to donating three parcels of land, with street addresses of 1650, 1660 and 1670 Vinson Highway, Milledgeville, Georgia 31061 for the purpose of building three (3) of the ten (10) affordable houses;

BE IT FURTHER RESOLVED that the County commits to waiving all legal and associated costs with the donation of these three lots;

BE IT FURTHER RESOLVED that Baldwin County commits to waiving water and sewer connection fees, building permit fees, and building inspection fees for the ten (10) affordable homes to be built;

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes and directs the County Manager to act as the official representative of Baldwin County, to act in connection with the application, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required in connection with the application;

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes the County Manager to sign and execute the FY2024 HUD PRO Housing grant application on behalf of the County. The Board of Commissioners hereby further authorizes the County Manager to execute and deliver the FY2024 HUD PRO Housing grant application on the County's behalf, as well as any related documents, necessary to the consummation of the transactions contemplated by the application.

BE IT FURTHER RESOLVED that the County Manager shall be authorized to take any other action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by the FY2024 HUD PRO Housing grant application and to take all action necessary in conformity therewith.

BE IT FURTHER RESOLVED that the houses will be built in Qualified Census Tract 9707.02, a historically disadvantaged community and area of persistent poverty which Baldwin County has targeted for revitalization;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for the successful completion of the above improvements for the citizens, especially the low-to-moderate income citizens;

BE IT FURTHER RESOLVED, as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Actions Ratified, Approved and Confirmed.** The signatures in the HUD Pro Housing grant application from the County Manager evidence the adoption by the Governing Body of this Resolution.
3. **Severability.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
4. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 1st day of October, 2024.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

John H. Westmoreland

John H. Westmoreland
Chair, Baldwin County Board of Commissioners

ATTEST:

Cynthia K. Cunningham

Cynthia K. Cunningham
Baldwin County Clerk

DATE ADOPTED 10-1-20



A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF A DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE AGREEMENT; AND FOR OTHER PURPOSES.

Applicant: Baldwin County

Project Number: 13-01074 (P24AP01796)

WITNESSETH:

WHEREAS, Baldwin County (the "County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the Board of Commissioners ("Board") has approved a public works project in the form of constructing a new aquatic center;

WHEREAS, the County has applied for funding from the Department of Natural Resources Land and Water Conservation Fund;

WHEREAS, the Board has exercised its sound judgment and discretion and determined that it is in the public interest and welfare of the County and the citizens of the County that the Board adopt the Department of Natural Resources Land and Water Conservation Fund Project Agreement ("Agreement"), a copy of which is attached hereto as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Baldwin County, Georgia, and it is hereby resolved by authority of the same, as follows:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Agreement.** The County hereby approves the Agreement attached hereto as Exhibit "A."
- 3. Authorization of the Chairman and County Manager.** The Board of Commissioners hereby authorizes the Chairman to sign and execute the Agreement on behalf of the County. The Board of Commissioners hereby further authorizes the County Manager to execute and deliver the Agreement on the County's behalf, and any related documents, necessary to the consummation of the transactions contemplated by the Agreement.
- 4. Other Actions Authorized.** The County Manager shall be authorized to take any other action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Agreement and to take all action necessary in conformity therewith.

5. **Actions Ratified, Approved and Confirmed.** The signatures in the Agreement from the Chairman for the Board of Commissioners evidence the adoption by the Governing Body of this Resolution.
6. **Severability.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
7. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
8. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 1 day of October, 2024.

BALDWIN COUNTY, GEORGIA



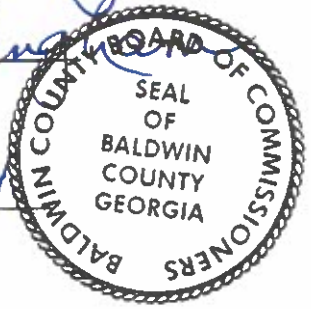
John H. Westmoreland
Chair, Baldwin County Board of Commissioners

ATTEST:



Cynthia K. Cunningham
Baldwin County Clerk

DATE ADOPTED 10-1-24



RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Baldwin County hereinafter referred to as the "Applicant",

1. That the Designated Official Chair, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of Baldwin County Transit with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.
5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

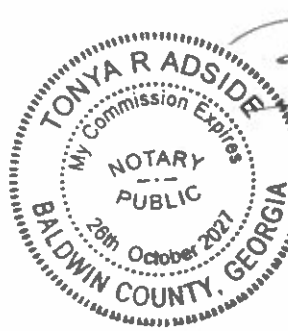
- 6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2024 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.
- 7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 1 day of October, 2024.

John Westmoreland
Signature of Authorized Official

John Westmoreland
Name and Title of Authorized Official

Signed, sealed, and delivered this 1 day of October, 2024 in the presence of

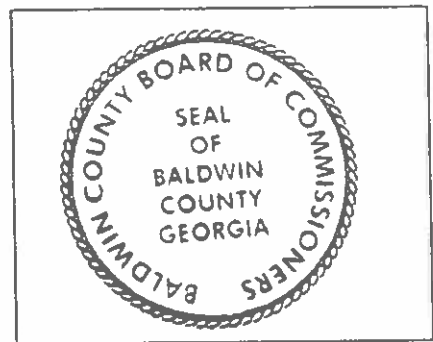
Tonya R. Adside Witness

Tonya R. Adside
 Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Baldwin County (Title of Certifying/Attesting Official) (Applicant's Legal Name) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on October 1, 2024.

Cynthia K. Cunningham
Name of Certifying/Attesting Officer

County Clerk
Title of Certifying/Attesting Officer



AGREEMENT FOR CONCESSION STAND OPERATOR

Baldwin County Recreation Department

Highway 22 and Highway 212 Concession Stands

This agreement (“Agreement”), made and entered into this 1st day of October, 2024 by and between Baldwin County, Georgia, (hereinafter called the “County”) and OUTFOTHEPARK.INFO LLC (hereinafter called “Operator”), who have been duly authorized to execute this Agreement:

WITNESSETH:

WHEREAS, the County is the owner of the Baldwin County Recreation Department facilities and fields at Highway 22 and Highway 212, upon which are located concession stands (“Concession Facilities”) used for the sale of concessions to the users of the recreation fields and facilities;

WHEREAS, the County has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, the County desires to have concession services provided for the Highway 22 and Highway 212 Concession Facilities and Operator desires and agrees to furnish and deliver and to perform all the work and labor for the purposes stated in this Agreement.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

- A. Description.** The County agrees to provide to Operator a license to enter into and utilize the existing Concession Facilities, at Highway 22 and Highway 212, in exchange for the services and consideration provided for herein. Operator shall perform the services and conditions stated herein in strict and entire conformity with the provisions of this Agreement.
- B. Term.** The term of this Agreement shall begin on October 1, 2024 and end on December 31, 2024.
- C. Contract Amount.** Operator shall pay to the County ten percent (10%) of its monthly gross proceeds less sales taxes paid, derived from its use of the Concession Facilities, during the months that recreation league activities are held at the Highway 22 and Highway 212 fields. All payments and supporting documentation on the total sales for each location shall be due to the County on or before the 15th day of each month following the month of usage. Monies should be made payable to the Baldwin County Board of commissioners and

delivered to the Baldwin County Board of Commissioners' office at 1601 N. Columbia St., Suite 230, Milledgeville, Georgia 31061. With its monthly payment, Operator shall provide to the County its monthly reporting of gross sales from a Square.com POS system and in a format which will reflect cash sales.

D. General Terms and Conditions:

1. Concession operations shall be available for all events played at any of the recreation fields or facilities at Highway 22 and Highway 212, to include recreational leagues as well as travel / competitive sport tournaments, unless excepted with prior written approval by the Director of the Baldwin County Recreation Department. This will include opening on Saturday and Sunday for these events if there are three (3) or more teams present. This is to include scheduled practices as well as games and tournaments. Concession operations must be open prior to starting hours and remain open through the scheduled event. The County shall provide schedules of activities to Operator and strive to provide all necessary schedule changes to Operator at least seventy-two (72) hours in advance of the scheduled event. All changes should be coordinated through the Recreation Department Director.
2. Operator shall offer a menu of freshly prepared hot and cold foods considered appropriate for a concession stand on game days and nights. The menu options shall be offered and priced in accordance with "Exhibit A" attached hereto.
3. Operator shall accept all major credit cards (Visa, Mastercard, American Express) as a form of payment at all facilities.
4. Operator shall maintain the Concession Facilities in a clean, smoke-free, and orderly manner. Operator shall return the Concession Facilities to the County in good condition, normal wear and tear excepted. Operator shall not be responsible for the cleanliness of the area or facilities outside of the Concession Facilities.
5. Operator shall provide adequate staff to ensure a pleasant experience for all visitors. The County shall not be responsible for providing any staffing to assist Operator.
6. Operator shall perform all services provided for herein in a prompt and courteous manner.
7. Operator shall provide the County with a copy of any and all contracts between Operator and any applicable vendors for all food and drink sales.
8. Operator shall accept liability and legal responsibility for all of its members, employees, representatives, and agents who act on behalf of Operator. No member, employee,

representative, or agent of Operator who has pled guilty to or been convicted of a felony, misdemeanor involving family violence, or any crime where a minor was the victim, shall enter upon the premises of the Concession Facilities.

9. The County makes no promises or representations as to the condition of the Concession Facilities. In no event shall the County be responsible or liable to Operator or any of its members, employees, representatives, or agents for any business loss, personal injury, or other damage, injury, or loss that the Operator may sustain for any reason, including, but not limited to, any acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, loss or malfunctions of utilities, communications or computer services, vandalism, any criminal act, or other circumstances affecting the condition or availability of the Concession Facilities.
10. Operator shall not make any alterations, additions, or improvements to the Concession Facilities without the express written permission of the County Manager.
11. Operator shall be responsible for any and all repairs or replacement of equipment currently in place. Any equipment purchased and/or provided by the Operator shall be and remain property of the Operator. All equipment currently in place in the Concession Facilities is and shall remain the property of the County. A list of equipment being put in place by Operator shall be submitted to the County Manager of Baldwin County.
12. Operator agrees to coordinate all activities, schedule changes, "Opening Day" activities, or other concerns through the Recreation Department Director.
13. The work shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the County Manager of Baldwin County.
14. Operator shall provide the services and obligations under this Agreement in accordance with the laws of the United States of America and the State of Georgia, the Baldwin County Code of Ordinances, and all Baldwin County Recreation Department policies and rules. Additionally, Operator shall follow all Health Department rules and regulations for concession operations. Operator shall also comply with all regulations concerning licensing, sales tax and other applicable local, state and federal requirements.
15. Operator shall be responsible for responding to the alarm company for any activated alarm within the Concession Facilities.

16. Operator shall provide the services contemplated by this Agreement under the supervision and to the entire satisfaction of the County.
17. Operator shall at all times during the term of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, State, and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Upon execution of this Agreement, Operator agrees to furnish the County with a certificate or certificates proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given to the certificate holder." For the purpose of this Agreement, Operator shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily injury &Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured.

18. This Agreement may not be assigned, modified, or amended, in whole or in part, except as otherwise provided herein or by the written consent of the parties hereto.
19. Operator shall not hire any subcontractor or any person or entity not a part of Operator without the express written permission of the Director of the Baldwin County Recreation Department

20. Should Operator violate any term or provision of this Agreement, and fail to remedy the same within ten (10) days' notice after default, the County may immediately terminate this Agreement.
21. This Agreement may be terminated by either party for any reason by giving at least thirty (30) days' advance written notice to the other party.
22. Notice pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:
- COUNTY: Baldwin County, Georgia
Attn: County Manager
1601 N. Columbia St.,
Milledgeville, GA 31061
- OPERATOR: OUTFOTHEPARK.INFO LLC
4039 475 Industrial Blvd
Macon, GA 31210
23. Any rights created by this Agreement are contractual rights. This Agreement does not create and shall not be construed to create or convey any property interest to Operator, including any covenant, easement or servitude, in the real property of the County.
24. Indemnification. Operator agrees to indemnify, defend, and hold the County harmless from and against any and all third party losses, damages, judgments, interest, settlements, penalties, fines, court costs, demands, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, relate to, or are in any way connected to, Operator's breach of this Agreement, Operator's use of the Concession Facilities, or which relate to any act or omission undertaken or caused by the Operator, its members, employees, representatives, or agents.
25. Merger. This Agreement and the Exhibits attached hereto constitute the full and complete agreement among the parties hereto, with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.
26. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations or liabilities.
27. Binding Effect. This Agreement shall be binding on the County and Operator, as well as their assigns and successors in interest.

28. **Governing Law.** The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.
29. **Dispute Resolution.** In the event any dispute arises concerning performance or nonperformance hereunder, the Parties agree that venue for any disputes related to this Agreement shall be the state and federal courts with jurisdiction over Baldwin County, Georgia. Operator waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate Courts in Baldwin County, Georgia and such federal courts with jurisdiction over Baldwin County, Georgia.
30. **Cumulative Rights.** All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.
31. **Time is of the essence of this Agreement.**
32. **Authorization.** The person executing this Agreement on behalf of Operator warrants and represents that he or she is fully authorized to do so. Operator stipulates that it and the person executing this Agreement on its behalf has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The Parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
33. **Waiver.** No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
34. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
35. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and together, shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.
36. **Severability.** The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

BALDWIN COUNTY, GEORGIA (SEAL)

John H. Westmoreland

Honorable John H. Westmoreland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Cynthia K. Cunningham
Cynthia K. Cunningham
Baldwin County Clerk



DATE ADOPTED 10-1-24

OUTOFTHEPARK.INFO LLC (SEAL)

Out of the Park Info LLC

By: Scott Ad

Title: Sole Member

37. DRUG FREE WORKPLACE CERTIFICATION

The signer of this Agreement, acting as Representative of the Operator, certifies that the provisions of code sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the **** Drug Free Workplace Act**** have been complied with in full. The signer further certifies that:

A. A drug-free workplace shall be provided for the Operator's employees during the performance of the Agreement; and

B. In the event Operator hires a subcontractor to work in a Drug Free Workplace shall secure from that subcontractor the following written certification:

i. Subcontractor certifies to the Operator that a Drug Free Workplace shall be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of code section 50-24-3. Also, the signer further certifies that he shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

IN WITNESS WHEREOF, the parties have executed these presents or caused these presents to be executed under seal by their duly authorized representatives on the date first above written.

[SIGNATURE PAGE FOLLOWS]

Concession Prices

Candy	
Airhead Xtremes	\$ 1.87
Airheads	\$ 0.40
Baby Bottle Pop	\$ 1.87
Blow Pop	\$ 0.75
Bubble Tape	\$ 2.00
Candy Bars	\$ 1.87
Cotton Candy	\$2.00
Gum	\$ 0.05
Push Pop	\$ 1.87
Ring Pop	\$ 0.85

Snacks	
Boiled Peanuts	\$ 3.50
Chips	\$ 1.50
Extra Cheese/Sauce	\$ 0.50
Nachos	\$ 3.50
Pickle	\$ 1.50
Pickle Pops	\$ 0.50
Popcorn	\$ 2.50
Slim Jim	\$ 2.25
Sunflower Seeds	\$ 1.50

Food	
BBQ Sandwich	\$4.00
Buffalo Chicken (3)	\$ 4.50
Cheeseburger	\$ 3.75
Chicken Fingers (3)	\$ 4.00
Chicken Sandwhich	\$4.00
Hamburger	\$ 3.50
Hot Dog	\$ 3.25

Drinks	
Body Armor	\$ 2.75
Ice	\$ 0.50
Lemonade	\$ 1.75
Monster Drink	\$ 2.75
Powerade	\$ 2.34
Soft Drinks	\$ 2.34
Starbucks Frappuccino	\$ 2.75
Terry's Sweet Tea	\$ 1.75
Water	\$ 2.34

EXHIBIT

A