



**BALDWIN COUNTY
REGULAR MEETING
December 19, 2023
1601 N Columbia St, Suite 220
6:00 PM**

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig (Virtual)

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the meeting to order at 6:00 p.m.

INVOCATION

Father Bryan Kuhr delivered the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Sammy Hall led the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Kendrick Butts made a motion to approve the minutes of the December 5, 2023 Work Session, December 5, 2023 Budget Hearing and Regular Meeting, December 5, 2023 Executive Session, December 14, 2023 Work Session and December 14, 2023 Regular Meeting as submitted. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

AMENDMENTS TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to add the Bike Grant, Radio Grant and Certificates of Appreciation and to remove Agenda Items 9 and 10 which are the previously adopted Baldwin County Board of Elections Local Legislation Outline and Staggered Elections for Commissioners. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

PRESENTATIONS

Bike Grant Program

County Manager Carlos Tobar reported U Create Macon is a one stop shop for biking for youth in the region with the goal of having a youth bike hub in each county. The Middle Georgia Regional Commission has funded bikes for youth. This is the first regional push to get more youth outside on bikes. Mr. Tobar stated eight bikes will be presented tonight, and the smallest bike will be used by the Fire Department Toy Drive.

Chair Davis asked this year's recipients to come forward to receive a bike: R.J. Dawson, Zayden Jones, Cameron Marshall, Hakeem Durden, Jakyla Hill, Kaylee Blount Elijah Davis and Lenora Brown.

EMA Radio Grant

EMA Director Wayne Johnson reported the County applied for a GEMA grant and received 200 weather radios to be placed in critical City and County facilities. Mr. Johnson also reported that in 2019 Putnam County applied for a \$400,000 grant for a generator for the Sinclair Water Authority, and in recent weeks notification has been received that the grant was approved.

County Manager Tobar stated costs have increased since the application was submitted, and Senator Ossoff is requesting additional funds for the purchase of the generator. He also reported that Putnam and Baldwin Counties will each provide a \$35,000 match.

Certificates of Appreciation

Commissioner Kendrick Butts presented Certificates of Appreciation to T.J. Webster and Danny Register for their civic involvement and hard work in Baldwin County. Due to their community service many improvements have been made especially in the Coopers and Oconee Heights areas.

Resolution to Adopt the 2024 Budget and Fee Schedule

Assistant County Manager Dawn Hudson presented a Resolution for adoption of the fiscal year 2024 budget and fee schedule. She reported law mandates the adoption of the Resolution before the fiscal year begins. Ms. Hudson stated a public hearing was held, the budget was made available for public review / comment and all legal requirements have been met for advertising the public hearing and budget adoption.

Vice Chair John Westmoreland made a motion to adopt the 2024 Budget Resolution and attached fee schedule as presented. Commissioner Kendrick Butts 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 108 and 109

Appointment to Middle Georgia Aging Advisory Council

Chair Davis stated the Middle Georgia Regional Commission has established an Aging Advisory Council to provide critical input to the aging and disability services provided by the Regional Commission in coming years. Chair Davis stated she has been serving on this council, and requested Board approval to continue to serve.

Commissioner Kendrick Butts made a motion to approve that Chair Emily Davis shall continue to serve on the Middle Georgia Aging Advisory Council. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Bicycle Ride Across Georgia (BRAG)

County Manager Carlos Tobar reported the Bicycle Ride Across Georgia (BRAG) participants will come through Baldwin County, and the County has been asked to allow the Recreation Department facilities to be used as the overnight venue. Mr. Tobar stated he is proposing the County charge a fee of \$1 ,500.00 for the use of the facilities.

Discussion was held regarding security needs, classroom space, and whether there would be any expense to the County above the \$1 ,500.00 fee.

Commissioner Sammy Hall made a motion to approve the BRAG use of the Recreation Department facilities for a fee of \$1 ,500.00 after careful review of the requirements outlined in the Overnight Town Handbook and the Venue Checklist to ensure the County will be covered for all expenses. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

GA DOT Local Administered Project (LAP) Engineering and Design Procurement Policy and Procedure Certification

County Manager Carlos Tobar presented information regarding the GA DOT Local Administered Project (LAP). He stated this is one component of the LAP certification for DOT and is also required to apply for Transportation Alternatives Program grants and potential other grants. He stated this certification affirms that staff listed in the Letter of Approval have passed required training requirements prior to participating in any of the processes associated with procuring, managing and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized. Mr. Tobar stated he has

passed all required training for certification. The Agreement confirms understanding and agreement with all policies and procedures associated with engineering and design procurement.

Commissioner Sammy Hall made a motion to approve the GA DOT LAP Certification as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

A copy of the Certification for LAP Engineering and Design Procurement Policy and Procedure Certification is herewith attached and made an official part of the minutes at pages 108 and 109.

Property Purchase Agreement

Attorney Brandon Palmer presented a property purchase agreement for the purchase of property located on Horace Veal Road. He stated the agreement is for the purchase of 0.2 acres for the price of \$2,000.00. Mr. Palmer explained that the County needs to acquire the property in order to relocate a water booster pump station. Mr. Palmer presented a resolution to accept the agreement to purchase property as outlined, authorize the execution and delivery of documents required in connection with the purchase and authorize the taking of all actions necessary to the consummation of the agreement to purchase the property.

Vice Chair John Westmoreland made a motion to adopt the Resolution including the Purchase and Sale Agreement shown as Exhibit A. Commissioner Sammy Hall 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 108 and 109.

Eggs and Issues

County Manager Tobar reported he had been contacted by Kara Lassiter, Director of the Chamber, requesting the use of the Government Building as a backup location for Eggs and Issues in 2024. Central Georgia Technical College is having technical problems with the AV Equipment, and the Chamber is looking for an alternative location for Eggs and Issues if the need should arise. Mr. Tobar proposed the use of Suite 210 free of charge to the Chamber if there should be a need to host Eggs and Issues at the Government Building.

Commissioner Sammy Hall made a motion to approve the use of the Government Building free of charge for Eggs and Issues should the need arise. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

OLD BUSINESS

There was no old business to come before the Board

NEW BUSINESS

Chair Dais reminded everyone that non-emergency departments would close at 3:00 p.m. on Friday, December 22nd for Christmas Holidays. She stated the Water Department will close at 2:30 p.m. with payment for water bills due by December 30th.

COUNTY MANAGERS REPORT

County Manager Tobar presented an update on County activities to include: meeting with Waste Management team to discuss procedural improvements; mobile home park owners compliance with the ordinance changes; CHIP grant construction continues; preparing for 2024 CHIP and CDBG applications; water line replacement off Log Cabin to resume after holidays; sewer project construction anticipated to begin first of year; will be going out to bid for aquatic center; will be scheduling meeting with Pickleball members regarding the withdrawal of donations and reconstruction of courts.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

The following people addressed the Board:

Sheryl Jones, 293 W Lakeview Drive, addressed the Board requesting funding for the pickleball courts to be resurfaced; Alvaro Steevens, 114 Hickory Drive, discussed the new pickleball courts in Macon; the tournament recently held there and the amount of revenue brought to the by tournament; Carol Ballew, 193 Lakeshore Circle, discussed 2 surveys done on the multipurpose path and the neighborhood petition opposing the path; Ben Lovejoy, 136 Newport Road, discussed the cost of constructing the proposed path with the relocation of utilities, etc. and stated there are other things needed besides this path; Marlene Lovejoy, 136 Newport Road, discussed a meeting that was held in 2020 with the Airport group and SE Engineering and asked if FAA ever approved the project for the trail; Ricky Giles, 205 Lakeshore Circle, expressed his opposition to the project stating the neighborhood does not want the trail in their neighborhood. He stated the tax payer's money should not be used for this project. He stated if money is going to be spent then put it on pickleball or repair water system to encourage economic growth; Jeff Moore, 115 Stephanie Lane, discussed a County committee to meet with pickleball members. He stated the donation is no longer available because pickleball members wanted the pickleball courts redone as phase 1; however, the Commissioners denied that option. He stated pickleball is a health benefit for citizens and asked Commissioners to continue to support the endeavor.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the meeting at 6:55 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully Submitted,



Emily C. Davis
Chair



Cynthia K. Cunningham
County Clerk

BALDWIN COUNTY, GEORGIA
FISCAL YEAR 2024
BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2024 (JANUARY-DECEMBER) FOR EACH FUND OF BALDWIN COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, a Proposed Budget for each of the various Funds of the County has been presented to the Board of Commissioners; and,

WHEREAS, appropriate advertised public hearings have been held on the FY 2024 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and

WHEREAS, the Board of Commissioners has reviewed the Proposed Budget and has made certain amendments to Funding Sources and Appropriations; and

WHEREAS, the Budget for each Fund includes Appropriations for Fiscal Year 2024, incorporates certain levies, assessments, fees and charges to finance these expenditures and lists the Anticipated Funding sources; and

WHEREAS, each of the Funds has a balanced budget, such that Anticipated Funding sources equal Proposed Expenditures; and

NOW, THEREFORE, BE IT RESOLVED that the within and attached Budget and Supplemental Fee Schedule is hereby approved as the Budget for the 2024 Fiscal Year.

BE IT FURTHER RESOLVED that in accordance with O.C.G.A. 33-8-8, the proceeds from the tax on insurance premiums estimated to be \$2,190,000 for FY2024, shall be used for the provision of fire protection services to the residents of the unincorporated Baldwin County.

BE IT FURTHER RESOLVED that the Budget shall be adjusted so as to adapt to changing governmental needs during the fiscal year as follows, such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3 (d) (1):

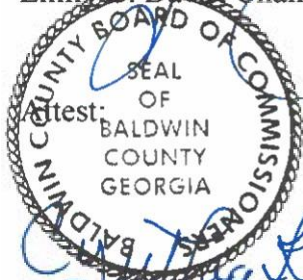
Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Board of Commissioners with the following exceptions: in the case of insurance reimbursements for vehicle collisions and other equipment losses, the Finance Director and the County Manager are granted authority to allocate funds to the appropriate Department from insurance proceeds and/or from the Risk Management Fund for the replacement or repair of damaged equipment; in the case of donations for specified purposes, the Finance Director and the County Manager are granted authority to allocate funds to the

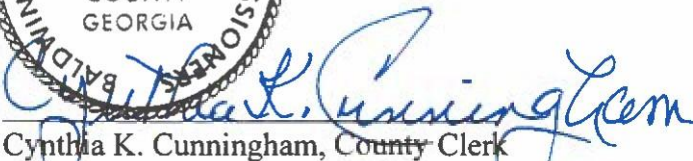
appropriate Department and from contingency for leave payments that are unanticipated; in the case of end-of-fiscal year adjustments, the Finance Director and the County Manager are granted authority to transfer available appropriations among Departments and to make other adjustments as necessary to ensure that overall expenditures are in agreement with appropriations, as required by the Department of Audits. Reallocation of Appropriations in any Fund among the various accounts within a Department shall require only the approval of the Finance Director and the County Manager.

BE IT FURTHER RESOLVED that in accordance with GASB 54, it will be the County's policy to maintain an adequate General Fund unassigned fund balance to provide liquidity in the event of an economic downturn or natural disaster and the financial standard to maintain for the unassigned fund balance will be of budgeted expenditures.

BE IT FURTHER RESOLVED that temporary tax anticipation notes shall be authorized as needed for general operating expenditures incurred during fiscal year 2024. Such notes shall not exceed \$6,500,000 and shall have a maturity date of December 31st of the calendar year in which the notes are executed. Interest rate proposals shall be requested from full-service financial institutions, including all those located within Baldwin County. This amount is within the legal debt level of Baldwin County for temporary loans, which is 75% (\$15.6 million) of the total amount of taxes collected in the previous year (\$20.8 million).


Emily C. Davis, Chairman




Cynthia K. Cunningham, County Clerk

Baldwin County Board of Commissioners
Fee Schedule

Baldwin County Buitdirw Department		
General Administrative		
Residential man Review Plan RevQ		\$50
New Development Fee		\$150 sas
Permit Fees		
TOTAL VALUATION		
TO \$1,000	SSO	
5001 to \$5,000	SSO f the first 5,000; plus \$3 each \$1,000 or fraction thereof, inclJdEng SS.OOO	
\$5,001 to 90,000	SR9 the first 5,000; plus \$8 each \$1,000 or fractbn thereof, including \$40,000	
340.001 to \$100,000	369 for the first DOO;plus 1.000 or frction thereof, indudine \$100,000	
	\$729 for the first \$100,000; plus \$4 for e dl additional 1.000 or fractim thereof, including \$500,000	
\$100,001 to		
\$500,001 \$1,000,000	\$2,333 for the first \$500,000; plus \$2 for each additional 1.000 or fraction thereof. includina \$1,000.000	
and over	\$3.331 for the first \$1.000.000; pEu\$ \$1 for each addtional \$1,000 Or fraction thereof	
	&ctrical MedEnIaI, Permit Fees	
	Pturnbi	
TOTAL VALUATION		
\$1 TO \$1,500	\$50 the	
over \$1 SOO	\$50 for first \$1,500; us \$2 for each	\$ or fraction thereof
Add&aal Fee - PemiB		
Permits		
Minor Buffer Fee	FEE	25
Reins ion Fee	on needed	
Land Disturbance	\$40 per acre	
Mobile Movin	\$50	
Permit Drivewa		
Permit		
Baldwin County Ordinances, Section 22-341b)		
Ap tication Fee		25
Occupation Tax		
Number of Em 10 ees		FEE
		\$100.00
		\$200.00
10—19		\$350.00
20—29		\$500.00
30—39		\$800.00
40—49		\$1,000.00
50 Or more		
Baldwin County Section (c)		
AWEOI License		
License Class,Type		FEE
Class A, retail liquor packa e store;		\$3,000.00
Class B, retail packa e beer and/or wine;		\$300.00
Class C, retail beer and/or wine by the drink;		\$1,500.00
Class D. retail liquor by the drink;		52,000-00
Class E. wholesale liquor;		\$4,000.00
Class F,wholesale beer and/or wine;		\$500.00
Class G, licensed alcoholic beverage caterer;		\$150.00
Class H, license for manufacture of beer.		\$1,000.00
Gass i, license for manulazture o' wine.		\$1,000.00
Class J, license for manufacture of alcoholic beverages and liquors,		34,000.00
Spedal event m-site AEOh01 Consumption		\$100/day
•State License required from Dept of		
Baldwin Anima' Services		
Fee Description		FEE
Owner Surrender		\$20.00
Impound 1st offense		\$25.00
1m und • 2nd offense		\$50.00
Impound - 3rd		\$100.00
Quarantine		\$50.00

Baldwin County Board of Commissioners
Fee Schedule

Facilities Fee T		
Ba uet Room wtl Kitåen		
Price Per Hour Minimum 4 hrs		\$100 Per hour
Price Contract 6 Meetin		25 per hour
Securi or plication Fee		SSO per hour
Classro«ns		
Price Per Hour (Minimum 4 hrs)		25 per hour
Price Contract 6 Meeti		\$20 per hour
Securi or lication Fee		\$50 per hour
Gymnasium (Aåletie Ewne On")		\$500 per court per day
Securi or A lication Fee		\$20 hour for k events; \$30 per hour for Fri & Sat nights
Collins P Lee Center		\$25 per hour
Security or Application Fee		\$50 per hour
Fields		\$175 per field
Securi or Application Fee		\$50 per hour
Little Hs Creek Goff Course		
Green Fees		
Weekd s		\$12.50 10.50
Weekends		SIS.ss \$13.50
Holidays		\$15.50 \$13.50
Can Fees		
		18 hok-s \$8.00 \$12.00
Trail Fee		\$7.50 \$7S0
Green Fees		
Hi h School & under		\$150.00 Summer
		\$150.00 Schoolyear
Junlor Member < 20		\$400.00
Singie Member		\$500.00
Famil Membershi		
1st member		\$500.00
Each additional member		\$225.00
Senior Member > SO		\$400.00
Parcel Layer		County IT/GIS
Parcel Data (Unique Identifiers		\$200.00
parcel Data (additional data)		\$500.00
Specific Parcel Exteact		\$5.00/ rcel
General Layers		
Address La r		\$500.00
Road Centerllne		\$50.00
County Boundary		\$25.00
Voter Dlstricts		\$25.00
Countour Lines (2ft)		\$10.00/acre
Printed Maps		
8.5 x (color)		ss,00
8.5 x 11 (vector		FREE
x 17 (color)		\$8.00
11 x 17 (vector)		FREE
13 x 19 (color)		\$10.00
13 x 19 (vector)		FREE
24 x 36 (color)		\$20.00
24 x 36 (B/W)		\$1500
36 x 48 (color)		\$50.00
36 x 48 (B/W)		\$35.00
Can raphic Analysis (1 hr min		SliS/hr
Baldwin CounW Santet }on		
Collection and disposal		FEE PER MONTH
ist cart		\$19.10
Additim cart (each)		\$10.60

Baldwin County Water/Sewer

Water/Sewer Rates		
Residential Water Base Garge		\$16.00

Baldwin County Board of Commissioners
Fee Schedule

Industrial Water Base Charge		\$36.20
Residential Sewer Charge		\$19.00
Industrial Sewer Base Charge		\$36.20
1-5,000 gallons	rate per gallon	0.0045
5,001 - 10,000	rate per gallon	0.00505
20,001 - 50,000	rate per gallon	0.0056
	rate per gallon	0.00615
50,000	rate per gallon	0.0067
Water Service Connections		
3/4" Meter		\$900.00
1" Meter		\$1,800.00
2" Meter		\$3,000.00
3" Meter and Larger		TBD after application
Sewer connections		TBD after application
Residential Service Deposit		\$70.00
Non-refundable application fee		\$5.00
Account transfer fee		\$30.00
Returned Check Fee		\$35.00
Late Fee (after due date)		\$3.00
Non-payment fee		\$50.00
Service call		\$15.00
Baldwin County Fire and Rescue		
Building Plan Review (10,000 sq. ft.)		\$150.00
Building Plan Review sq. ft.		\$0.015 per sq. ft.
Sprinkler Plan Review		\$100.00 + \$.50 per head
Fire Alarm Plan Review		\$100.00 + \$.50 per device
Commercial Hood System Plan Review		\$100.00
Hood System Plan Review		\$100.00
Hazmat Plan Review		\$150.00
Explosives Plan Review (more than 500 pounds)		\$100.00
License (purchase, use, transport)		
500 pounds or less		\$75.00
More than 500 pounds		\$150.00
Manufacture of Explosives		\$150.00
Fireworks Manufacture, Storage or Transport		\$1,500.00
Transfer of Petroleum Gas		
2000 gallons or less		\$150.00
More than 2000 gallons		\$600.00
Self Service Station Permit		\$150.00
Compressed Natural Gas		\$150.00
Anhydrous Ammonia Permit		\$150.00
Certificate of Occupancy		\$100.00
Temporary Certificate of Occupancy		\$0.00
Personal Care Home Permit:		
Small		\$100.00
Large (+7)		\$200.00
Inspections:		
Yearly Inspection, New Business License Inspection or		
Final Construction Inspection		No Charge
1" Follow-up Inspection		No Charge
2nd Follow-up Inspection		\$50.00
3rd and subsequent Inspections		\$100.00

December 12, 2023

Department of Transportation
600 West Peachtree NW, 7th Floor
Atl GA 30308

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

RE: Baldwin County is requesting to be moved from CONDITIONAL approval to FULL approval

Baldwin County affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

(The below confirmation of understanding must be signed by the person(s) responsible for the authorization of funds should repayment become necessary) Confirmation Of Understanding:

Please initial the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

[City/County/Municipality] agrees with and confirms:

ED They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
 - 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
 - 40 U.S.C. 1101-1104 Selection of Architects and Engineers "The Brooks Act"
 - 48 CFR Part 31 — Contract Cost Principles and Procedures
 - Repayment of Preliminary Engineering Cost (Order 2020.1)
 - FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470. IA
 - O.C.G.A. 50-22-1 through 50-22-9
 - GDOT's DBE
-

ED The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may NEVER be used as a selection factor or consideration in the selection process

ED That it has adopted GDOT's policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. Baldwin County agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.

ED That it will comply with all provisions of 23 CFR 172.50) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.

ED That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.

ED That only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

Prequalification

Baldwin County agrees with and confirms:

ED The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.

ED That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.

ED The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

Development

Baldwin County agrees with and confirms:

ED Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.

ED Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.

ED It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.

ED Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.

ED Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.

ED Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria

ED The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) — Qualification Based Selection, Small Purchases, and Noncompetitive.

ED The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) — Project Specific; Multi-Phase Project Specific; Indefinite Delivery Indefinite Quantity (On-Call)

ED The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) — Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation

ED Each Solicitation will indicate contract and payment types.

ED Each Solicitation will include the selection criteria and associated weights in solicitation.

ED Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) — Technical Approach; Work Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.

ED Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) — Local Presence and Participation of Disadvantaged Business Enterprises.

ED Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7.(a)(1)(iii)(D).

ED DBE goals must be consistent with GDOT's current DBE goal or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.

Advertisement 23 CFR^{172.7}

Baldwin County agrees with and confirms:

ED It has published the solicitation as required by state law to the Georgia Procurement Registry.

ED Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase I (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR^{172.7(a)(1)(ii)(G)})

ED If adopting GDOT policies and procedures, it understands posting requirements of GDOT.

ED That all posting requirements will be met.

ED It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.

ED Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition — minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

Evaluation 23 CFR^{172.7(a)(1)(iii)} - 23 CFR^{172.7}

Baldwin County agrees with and confirms:

ED It understands the role and responsibilities of the Selection Committee.

ED All members of the selection committee are qualified as per FAR 36.602-2

ED All selection committee members have been provided with training and instructions on how to provide scores and comments.

ED Evaluations will be conducted in two (2) phases.

ED Phase I evaluations will result in the shortlist to begin Phase 2.

ED Individual scores and comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.

ED Phase 1 and Phase 2 selection committee meetings will be held and will be documented with Phase I and Phase 2 committee scores and comments.

ED Upon request, individual and selection committee Phase 1 and Phase 2 scores and comments can be provided.

Negotiations 23 CFR^{172.7(a)}

Baldwin County agrees with and confirms:

ED Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1 104(a).

ED It can provide the scope of the contract and a supporting task list to start negotiations.

ED An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.

ED That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.

ED Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.

ED Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.

ED Understanding of the different elements which may require negotiations.

ED Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

Award

Baldwin County agrees with and confirms:

ED Understanding of the award process including the preparation and approval of the selection package.

ED Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9@).

ED Understanding and compliance with all of the requirements for preparing and maintaining all award documentation

ED Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

Contract Administration 23 CFR 172.9

Baldwin County agrees with and confirms:

ED All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).

ED The understanding and compliance with assigning a Responsible Charge who is a fulltime, government employee - 23 CFR 172.9(d).

ED The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.

ED All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.

ED Any **modifications** will be negotiated in the same manner and formality as the original agreements.

ED Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.

ED Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.

Additional Confirmation

Baldwin County agrees with and confirms:

ED The understanding of:

- Disadvantaged Business Enterprise (DBE) 23 CFR^{172.7(b)}
- Suspension and Debarment 23 CFR^{172.7(b)}
- Conflict of interest requirements 23 CFR 172.7(b)(4)
- Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

Please keep in mind this is only for the remainder of the current certification. The city/county is still required to complete the procurement portion of the application when recertifying at which time they will either be APPROVED or DENIED based on the application.

Chair Emily C. Davis

Emily C. Kanni



A RESOLUTION TO ACCEPT AGREEMENT TO PURCHASE PROPERTY; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE AGREEMENT TO PURCHASE PROPERTY; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, Baldwin County is authorized by the laws of the State of Georgia to purchase, acquire, and hold real property for the benefit of Baldwin County and its citizens and to enter into contracts with respect thereto;

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") has determined that a true and real need exists for the acquisition of real property to which a water pump station can be moved and on which the water pump station can be maintained;

WHEREAS, the County's employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to which a water pump station can be moved and on which the water pump station can be maintained;

WHEREAS, for purposes of this Resolution, the particular property that the County has determined it is necessary to acquire is 0.20± Acres on Horace Veal Road, Milledgeville, Georgia 31061, bearing tax parcel identification number 036 059A, according to the records of the Baldwin County Tax Assessor — being more particularly described in that certain Purchase and Sale Agreement attached hereto and incorporated by reference herein as Exhibit "A" (the "Property");

WHEREAS, good-faith negotiations with the Property's owners have resulted in the drafting of the Purchase and Sale Agreement ("Agreement to Purchase Property") reflected in Exhibit "A";

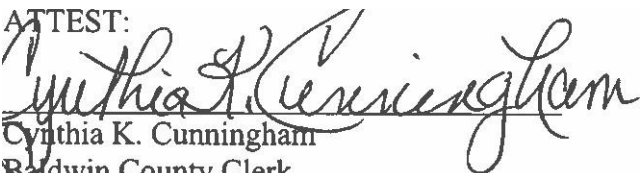
WHEREAS, the Board of Commissioners has determined that the execution and entering into the Agreement to Purchase Property and subsequent purchase of the Property is in the best interest of the citizens of the County;

WHEREAS, the County, by and through its Board of Commissioners, hereby adopts the following Resolution and the attached Agreement to Purchase Property in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the County.

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 to Purchase Property. The County hereby approves the Agreement to Purchase Property attached hereto as Exhibit "A."
 3. Authorization to Pursue Purchase of the Property. The County Manager, County Attorney, employees, agents, or a combination thereof, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of obtaining the necessary Property by the Agreement to Purchase Property reflected in Exhibit "A."
 4. Authorization of the Chairman and County Manager. The Board of Commissioners hereby authorizes the Chairman or County Manager to sign, execute, and deliver the Agreement to Purchase Property reflected in Exhibit "A."
 5. Other Actions Authorized. The Chairnan, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
 6. Actions Ratified, Approved and Confirmed. The signatures in the Agreement to Purchase Property from the Chain-nan or County Manager for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
 7. 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.
 8. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
 9. Effective Date. This Resolution shall take effect immediately upon its adoption.
-

SO RESOLVED, this 19th day y of December, 2023.

ATTEST:

Cynthia K. Cunningham
Baldwin County Clerk

DATE ADOPTED 12/19/23

[SEAL]



BALDWIN COUNTY, GEORGIA


Honorable Emily C. Davis
Chair, Baldwin County Board of Commissioners

DATE ADOPTED

[SEAL]

EXHIBIT A



PURCHASE AND SALE AGREEMENT

A. PURCHASE AND SALE

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcels of land with such improvements as are located thereon described as follows:

0.20± Acres on Horace Veal Road, Milledgeville, Georgia 31061 and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price of said property shall be \$2,000.00 (Two Thousand and no/ 100) to be paid as follows:

By bank wire transfer of immediately available funds.

c. REAL ESTATE BROKER/COMMISSION

This property is not currently listed with any Real Estate Broker/Agent and no commission is due. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Purchaser shall ever suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated hereby, or arising out of any acts or agreements of Seller. Purchaser represents to Seller that Purchaser has not discussed this Agreement or the subject matter thereof with any other real estate broker, agent, or salesperson so as to create any legal right in any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Agreement. Purchaser hereby indemnifies and holds Seller harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Seller shall ever suffer or incur because of any claim by any broker, agent, or sales person, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated hereby, or arising out of any acts or agreements of Purchaser. This Section shall survive the Closing or any termination of this Agreement.

D. WARRANTY OF TITLE

Seller warrants that they presently have title to said property, and at the time of closing, Seller agrees to convey good and marketable title to said property to Purchaser by a Limited Warranty Deed subject to (1) Easements, plats, covenants, restrictions, right-of-way deeds, agreements, and/or reservations of record, including any declaration of covenants related to a Homeowner's Association or Property Owner's Association; and (2) Any laws, regulations, or ordinances (including but not limited to zoning, building, and environmental matters) as to the use, occupancy, subdivision, or improvement of the Property adopted or imposed by any governmental agency.

E. LEASES SERVICE CONTRACTS

Seller represents to Purchaser that there are no management, service or other contracts that affect the Property, Seller represents that there are no leases in effect on the Property.

F. DESTRUCTION OF PREMISES

Seller warrants that at the time of closing the premises will be in substantially the same condition as it is on the date this Agreement is signed by the Seller. However, should the premises be destroyed or substantially damaged before time of closing, then at the election of the Purchaser: (a) the Agreement may be canceled, or (b) Purchaser may consummate the Agreement and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by Seller of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss. If Purchaser has not been so notified within ten (10) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel the Agreement.

G. RESPONSIBILITY TO COOPERATE

Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties at such times as required to fulfill the terms and conditions of this Agreement.

H. TIME IS OF THE ESSENCE.

Time is of the essence does apply in this Agreement. Whenever the last day for the exercise of any right or the discharge of any obligation under this Agreement shall fall upon a Saturday, Sunday, or any public or legal holiday, the party having such right or obligation shall have until 5:00 p.m. on the succeeding regular business day to exercise such right or discharge such obligation.

I. ASSIGNMENT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. This Agreement may not be assigned by Purchaser in whole, or in part without the written consent of the Seller.

J. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Property.

K. COUNTERPARTS

This Agreement may be executed in any number of identical counterparts, any of which may contain the signatures of less than all of the parties hereto, but all of which together shall constitute a single agreement. Signatures delivered by facsimile or other electronic means shall be as binding as originals upon the parties so signing.

L. SURVIVAL OF AGREEMENT

It is the intent of the parties hereto and as part consideration of this sale that the terms and conditions contained herein shall survive the closing and shall not merge with the delivery of the Limited Warranty Deed.

M. WAIVER

Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement or to take advantage of any right under this Agreement, shall not constitute a waiver of the other provisions or rights.

N. DEFAULT

1 . Default by Purchaser. If the sale and purchase of the subject property is not consummated because of Purchaser's default, or otherwise perfon•n its obligations hereunder in any material respect, and the failure or reftlsal is not cured within five (5) business days after written notice from Seller, then Seller shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Seller elects to seek specific performance, Seller must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Seller because of Purchaser's intentional acts or omissions, then Seller may terminate the Agreement and pursue an action for actual damages against Purchaser for out of pocket costs.

2. Default By Seller. If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement, or otherwise perform its obligations hereunder in any material respect, and the failure or refusal is not cured within five (5) business days after written notice from Purchaser, then Purchaser shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Purchaser elects to seek specific performance, Purchaser must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Purchaser because of Seller's intentional acts or omissions, then Purchaser may terminate the Agreement and pursue an action for actual damages against Seller for proven out of pocket costs.

O. ENVIRONMENTAL REPRESENTATION

Seller represents that they has no actual knowledge that (a) any petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the subject property, (b) toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any sim ilar state or local agency) or hazardous substances (as defined under the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act, as amended, or any similar state or local statute or regulation) have been generated, stored, dumped, or disposed of on the subject property other than possible unauthorized random dumping, or (c) any such materials or wastes been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the subject property, except as set forth below:

NONE

P.INTEGRATION• MODIFICATION

This Agreement contains the full and complete understanding and agreement of Purchaser and Seller with respect to the transaction contemplated by this Agreement and no prior agreements or representations shall be binding upon Purchaser or Seller unless included in this Agreement. No

modification to or change in this Agreement shall be valid or binding upon Purchaser or Seller unless in writing and executed by the parties intended to be bound by it.

Q APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Georgia and venues for resolution in all disputes wherein by mediation, arbitration or litigation, shall lie in the county where the Property is located.

R. LIKE-KIND EXCHANGE

Purchaser and Seller agree to cooperate with each other so that Seller may dispose of the Property and/or Purchaser may acquire the Property in a transaction intended to qualify in whole or in part as a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In order to implement such exchange, Seller, may upon written notice to Purchaser assign its rights, but not its obligations, under this Contract to a third party designated by Seller to act as a qualified intermediary (as such phrase is defined in applicable Internal Revenue Service regulations), and Purchaser agrees to make all payments due hereunder to or as may be directed by such intermediary and to execute such instruments as Seller may reasonably request in connection therewith; provided, however, that neither Purchaser nor Seller shall be required to incur any additional expense or liability (other than to de minimis extent) as a result of cooperating with the other party's tax-free exchange.

S. COUNSEL

Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

T SPECIAL STIPULATIONS

The following stipulations, if conflicting with any terms of this Agreement shall control:

1. Closing shall occur on or before January 31, 2024, at the offices of Smith Welch Webb & White, LLC, 2200 Keys Ferry court, McDonough, Georgia 30253
2. Property Taxes shall be prorated between the Seller and Purchaser as of the date of closing. 3. Purchaser shall pay for Owners Title Insurance Premium at Closing.
4. Closing Costs consisting of the following but not limited to: Settlement or Closing Fees, Transfer Tax, Title Search, Recording Fees, Courier Fees and Post Closing Fees shall be paid by the Purchaser at closing.
5. Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Seller shall pay such Title Curative Fees.

[SIGNATURES ON FOLLOWING PAGE]

[IN WITNESS WHEREOF, each of the parties hereto has signed and sealed this Purchase and Sale Agreement on the date shown below its signature. This Purchase and Sale Agreement shall for all purposes



be deemed to be FULLY EXECUTED and dated (the "Effective Date") on the later of the dates of execution shown below for Seller and Purchaser.

SELLER:

Jof-m WESLEY TANNER
Date of Execution:

ROBIN EARL TANNER
Date of Execution:

PURCHASER:

BALDWIN COUNTY, GEORGIA

By: Emily C. Davis
Name: Emily C. Davis
Title: Chattel
Date of Execution: 12/19/2023

By: Cynthia R. Cunningham
Name: Cynthia R. Cunningham
Title: County Clerk
Date of Execution: 12/19/23

EXHIBIT "A"

