



**BALDWIN COUNTY
REGULAR MEETING**

March 19, 2024
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

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

INVOCATION

Mrs. Peggy Longino-Chester, Vice President of Ministers' Wives and Widows delivered the Invocation.

PLEDGE OF ALLEGIANCE

Students from Faith Christian Church and Oak Hill Middle School led the pledge.

PRESENTATIONS

Ms. Gina Whitaker was presented with a Certificate of Recognition for being named the Winner of the 2023 Georgia RISE Award (recognizing inspiring school employees) in recognition of her dedication, hard work and positive impact within the Baldwin County School District.

The Baldwin High Bravettes were presented with a Certificate of Recognition of winning the 2024 GHSA AAAA State Championship.

Chairman John Westmoreland commended Commissioner Sammy Hall for being named the Baldwin County High School Class of 1965 Distinguished Alumni.

APPROVAL OF MINUTES

Commissioner Sammy Hall made a motion to approve the minutes of the March 5, 2024 Regular Meeting and the March 5, 2024 Executive Session as submitted. Commissioner Emily Davis seconded the motion and it passed unanimously.

APPOINTMENTS TO MILLEDGEVILLE BALDWIN COUNTY DEVELOPMENT

AUTHORITY BOARD OF DIRECTORS

Chairman John Westmoreland stated a letter was received from the Development Authority recommending the reappointment of Mr. Greg Tyson and Mr. Tyrone Evans to the Board of Directors of the Milledgeville Baldwin County Development Authority.

Commissioner Sammy Hall made a motion to reappoint Mr. Greg Tyson and Mr. Tyrone Evans to the Board of Directors of the Milledgeville Baldwin County Development Authority. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

AQUATIC CENTER CONTRACT AWARD

County Manager Carlos Tobar reported the bid opening for the Aquatic Center was held March 15th and the following three bids were received: Dyer Construction in the amount of \$4,979,000.00; Diversified Construction of Georgia in the amount of \$6,635,000.00 and Triad Construction in the amount of \$6,760,361.00. Mr. Tobar reported the Aquatic Center will have a lazy river, two story water slide and kiddie area in addition to the pool. He reported the County has found additional ways to raise funds to save taxpayers SPLOST money including donations and a Land and Water Conservation Grant in the amount of \$447,000.00. Mr. Tobar discussed funding sources for the project. The Aquatic Center is projected to open by the summer of 2025. Mr. Tobar stated the recommendation from Freeman Engineering Group is to award the bid to Dyer Construction for \$4,979,000.00. Mr. Tobar stated four deductive alternatives were included in the request for bids, and the alternate prices from Dyer Construction are comparable to the other two bidders; however, he does not recommend taking the deductive alternates.

Commissioner Emily Davis made a motion to award the bid to low bidder Dyer Construction in the amount of \$4,979,000.00. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

County Manager Carlos Tobar requested Board authorization for the County Attorney to prepare the contract between Baldwin County and Dyer Construction for the Aquatic Center.

Commissioner Emily Davis made a motion to authorize County Attorney Palmer to prepare a contract between Baldwin County and Dyer Construction, not to exceed \$4,979,000.00, for the Aquatic Center. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

PICKLEBALL COURTS CONTRACT AWARD

County Manager Carlos Tobar reported a bid opening was held for the pickleball courts. County Engineer Brian Wood evaluated the site and found the foundation and the subgrade are in very poor condition. Thus, the fear was the cost would be very high which was the case. County Manager Tobar recommended that all bids be rejected and have the County Engineer develop new plans to construct twenty new pickleball courts near the site of the Aquatic Center rather than at the current location. He stated bids will be solicited according to the new specifications. Mr. Tobar reported the project is expected to cost approximately \$500,000.00; however, there may be a savings to the County with the construction in the new location.

Commissioner Sammy Hall made a motion to reject all bids for construction of the pickleball courts. Commissioner Henry Craig seconded the motion and it passed unanimously.

ALCOHOIC BEVERAGE LICENSE

County Manager Carlos Tobar presented an Alcoholic Beverage License for the retail sale of beer and wine at Discount Tobacco, 1300 North Columbia Street.

Commissioner Henry Craig made a motion to authorize the Alcoholic Beverage License application as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

MOUNTAIN BIKE TRAIL RIGHT OF ENTRY AGREEMENT

County Manager Carlos Tobar presented a Right of Entry Agreement between Baldwin County and Glover Enterprises granting the right to enter property located at 59 GA 22 for the sole purpose of constructing a hiking and biking trail on the property. Mr. Tobar stated the County leases the property from the State of Georgia, and the State has consented to the construction of the trail on the property. Mr. Tobar referenced Exhibit A which outlines specifications for trail construction and Exhibit B outlining the property location.

Commissioner Henry Craig made a motion to approve the Right of Entry Agreement as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the Agreement of ~~232~~ and ~~233~~ copy of the Agreement is herewith attached and made an official part of the minutes at page at pages 232 and 233.

OLD BUSINESS

Commissioner Emily Davis asked County Manager Tobar if a solid waste issue they discussed previously had been resolved. Mr. Tobar responded he is working on the matter.

NEW BUSINESS

There was no new business to come before the Board.

COUNTY MANAGER'S REPORT

County Manager Tobar presented an update on County projects. He stated there will be a Ground-Breaking Ceremony on the County's sewer improvement project to be held Thursday, March 21st at 3:00, with parking available at 117 Lee Drive.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

There were no public comments to come before the Board.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the Regular Meeting at 6:50 p.m. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted



John H. Westmoreland
Chairman



Cynthia K. Cunningham
County Clerk

RIGHT OF ENTRY AGREEMENT

March **THIS RIGHT OF ENTRY AGREEMENT** ("Agreement"), made this day of 2024, by Baldwin County (hereinafter the "County") and Glover Enterprises, LLC ("Glover").

WITNESS ET H:

WHEREAS, the County leases from the State of Georgia (the "State") the tract of land located at 59 GA-22, Milledgeville, Georgia 31061, located in Land Lot 253 of the 2nd District of Baldwin County Georgia containing 3.0 acres (hereinafter referred to as the "Property").

WHEREAS, Glover has approached the County to donate personal services to construct a trail for hiking and biking (the "Trail") on the Property;

WHEREAS, Glover needs to be able to enter upon the Property to construct the Trail;

WHEREAS, on March 6, 2024, the State consented to the construction of the Trail on the Property, in accordance with the specifications attached hereto as Exhibit "A";

WHEREAS, the County and Glover have reached an agreement to grant Glover a right of entry to allow Glover to enter onto the Property for the sole purpose of constructing the Trail in accordance with Exhibit A.

NOW WHEREFORE, for and in consideration of the mutual covenants contained herein, and the other good and valuable consideration referenced in this Agreement, the County agrees to grant to Glover, its employees, agents, representatives, volunteers, and independent contractors permission to enter upon the above-described Property for the purposes set forth herein below and under the following terms and conditions:

1.

The above preamble is hereby incorporated herein.

2.

The County does hereby grant to Glover and its agents, representatives, employees, volunteers, and independent contractors the right to enter the Property for the purpose of constructing the Trail. The Trail shall be constructed in the area shown in the attached Exhibit B. The Trail shall be constructed in accordance with those specifications provided for in the attached Exhibit A.

3.

Glover is constructing the Trail solely at its own expense. The Parties understand that the County shall bear no responsibility for any cost or expense associated with construction of the Trail, unless expressly stated herein. Nothing in this Agreement shall be construed so as to make the County responsible for any liability or expense associated with construction of the Trail, unless expressly stated herein.

4,

In the event Glover needs the County to provide any in-kind services, in the form of personal services, to construct the Trail, Glover shall provide notice to the County of same. In the sole discretion of the County Manager, the County may provide such in-kind services. However, nothing in this Agreement shall impose a duty or requirement for the County to provide any in-kind services.

5.

In constructing the Trail, Glover agrees to observe and obey all laws, ordinances, rules, and regulations promulgated and enforced by the County and any other authority having jurisdiction over the Property or other matters described in this agreement.

6.

In providing the services described herein, Glover and its members, officers, employees, agents, volunteers, subcontractors, and representatives shall not discriminate against any person or class of persons due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin in any manner prohibited by State or Federal law.

7.

Glover does hereby agree to defend, indemnify, and hold harmless the County, its commissioners, employees, representatives, and agents from and against any and all losses, third party claims, demands, damages, liabilities, costs, and expenses caused by, relating to, or arising out of any act or omission by Glover, its members, officers, employees, agents, volunteers, subcontractors, or representatives in any way attributable to or arising out of the use of this right of entry, construction of the Trail, or any performance or non-performance of its obligations under this agreement, regardless of whether same results from the claimed or actual, sole or joint, negligence of Glover.

8.

This agreement shall terminate absolutely and without any further obligation on the part of the County at the close of the 2024 calendar year (December 31, 2024) or at the time the Trail is completed, whichever occurs first. The Trail shall be considered complete at such time as Glover delivers written notice of completion of the Trail to the County Manager and the County Manager delivers a written acceptance of the Trail as complete to Glover.

9.

At any time, either party may terminate this agreement without cause by providing thirty (30) days' written notice to the other party.

10.

Nothing in this agreement shall in any way be construed to appoint or employ Glover or any of its employees, officers, agents, volunteers, or subcontractors as an employee, agent, or representative of the County. This agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.

11.

Glover agrees to obtain liability insurance at its own expense, with Baldwin County, Georgia by and through the Baldwin County Board of Commissioners, shown as a named additional insured, as follows:

Bodily Injury: \$1,000,000.00 each occurrence and \$100,000.00 per person

Property Damage: \$1,000,000.00 each occurrence and \$100,000.00 per person

Upon execution of this agreement, Glover shall supply the County with certificates of insurance issued by the insurer for each of the above-described policies of insurance.

12.

If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant, or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant, or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

13.

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.

14.

Any changes, amendments, or modifications to this agreement must be in writing, signed by both parties, and duly adopted by the Board of Commissioners of Baldwin County.

15.

Time is of the essence of this agreement.

16.

No right or obligation under this agreement may be assigned, delegated, or transferred by one party to a third party without the express written consent of the other party. Any attempted or

purported assignment, delegation, or transfer without such consent shall be considered null and void.

For purposes of this agreement, any notice to be given in writing to Glover shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to Glover's address as follows:

Thomas E. Glover, III
Glover Enterprises, LLC
291 W. Lakeview Dr., NE
Milledgeville, GA 31061

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

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

18.

This agreement is made and delivered in the State of Georgia and the parties hereto expressly agree that this agreement is to be performed in the State of Georgia and that this agreement shall be construed and enforced according to the laws of the State of Georgia.

19.

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

20.

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

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]

Baldwin County, Georgia

BY: John A. Woodruff

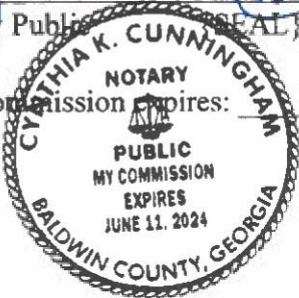
Its: Chair

Signed, sealed, and delivered
This 19 day of March 2024.
In the presence of:

Dawn Hudson
Witness

Cynthia K. Cunningham
Notary Public

My Commission Expires: _____



Enterprises, LLC.

Glover

BY: [Signature]

Its: Owner

Signed, sealed, and delivered

This 25th day of March 2024.

In the presence of:

[Signature]
Witness

[Signature]
Notary Public {SEAL}

My Commission expires _____



My

EXHIBIT A

The Walter B Williams trail system will consist of approximately 8 miles of trail that includes a 6 mile high school loop, a 5 mile middle school loop and a 2.5 mile lower school loop and a 3.1 mile cross-country suitable loop with emergency access designed so that any point on the trail is easily accessed by emergency response UTVs. There will be 5 wooden bridge structures built as part of this project and 6 culvert crossings where trail or access roads cross existing drainage ditches. All bridges and culvert crossings will be in width and constructed to handle UTV equipment. Bridges will include railings and be covered with roofing shingles for extra traction. Signage will be installed with geo-located waypoints and directional signs throughout the trail system. A trailhead kiosk will also be constructed with a trail system map and informational details.

Total construction cost is estimated to be \$153,000 (\$19,125 per trail mile). The GMC Prep, Bartram Blazers and Augusta Composite GCA teams will be partnering to provide volunteer labor alongside Bike Walk Baldwin and the Baldwin County Government. Baldwin County Government will also provide the equipment to construct the emergency access roads and the culvert ditch crossings.

Wai B Williams Park Trails

- WBW Trail
 - AI items
- Red Hill Loop
 - AB items

