



# **BALDWIN COUNTY COMMISSIONERS REGULAR MEETING AND PUBLIC HEARING**

**December 02, 2025**

**1601 N Columbia St, Suite 220**

**6:00 PM**

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## **AGENDA**

### **CALL TO ORDER**

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

#### **1. Budget**

Conduct a public hearing to garner input into the 2026 Fiscal Year Annual Operating Budget.

### **PRESENTATIONS**

2. Jeff Wells
3. Scott Clack - Rural Housing Initiative.

### **APPROVAL OF MINUTES**

- 4.** October 22, 2025 work session minutes.
- 5.** November 4, 2025 regular meeting minutes, work session minutes and executive session minutes.
- 6.** November 13, 2025 called meeting minutes and executive session minutes.

### **ADMINISTRATIVE/FISCAL MATTERS**

#### **7. Short Term Rental Ordinance**

Ordinance O-2025-03 - authorize a Short-Term Rental Ordinance - County Manager.

#### **8. WIOA State Apprenticeship Grant**

Resolution R-2025-85 - a resolution authorizing a WIOA State Apprenticeship Program - Assistance County Manager.

**9. County Cooperative Extension Service**

Resolution R-2025-86 - authorize a Memorandum of Understanding with the Board of Regents for the Baldwin County Cooperative Extension Service - Assistant County Manager.

**10. Recreation Department Concessions**

Resolution R-2025-87 - a resolution to authorize an agreement with OUTOFTHE PARK.INFO, LLC to provide concessions at the recreation department - County Manager.

**11. Ice at Recreation Department**

Resolution R-2025-88 - authorize an agreement with Ice Risers, LLC d/b/a Kona Ice of Lake Country - County Manager.

**12. CDBG Language Access Plan**

Resolution R-2025-89 - a resolution to adopt the updated Language Access Plan - County Manager.

**13. CDBG Policies and Procedures**

Resolution R-2025-90 - adopt the Department of Community Affairs Policies and Procedures for Community Development Block Grants - County Manager.

**14. Revocable License Agreement with State Properties Commission**

Resolution R-2025-91 - authorize a Revocable License Agreement with State Properties Commission for access to the Powell Building to conduct Phase I and Phase II environmental site assessment - County Manager.

**15. Rural Housing Initiative**

Resolution R-2025-92 - authorize a Rural Housing Initiative grant application - County Manager.

**16. SCADA Improvements**

Accept the recommendation from engineers Carter and Sloop to accept the bid from Southern Flow, Inc. and issue a Notice of Award for SCADA improvements - County Manager.

**OLD BUSINESS**

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

17. County Manager's Report for December 2, 2025.

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

## **EXECUTIVE SESSION**

18. Executive Session to discuss personnel and litigation.

## **ADJOURNMENT**

## **REMINDERS**



Weekend, November 22, 2025 - November 23, 2025

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relating to a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction;

(v) All present and future purchase and sale agreements for the purchase of any portion of the Premises or other property located on the Premises, including without limitation, security deposits, earnest money deposits, association fees or assessments, and related escrows; and

(w) All additions, accessions and accretions to, replacements and substitutions for, products of and any and all cash and non-cash proceeds from any of the property described above.

The personal property described above, including without limitation the property, rights, interests and claims described in paragraphs (h) through (w) above, are hereinafter collectively referred to as the "Chattels". Notwithstanding anything contained herein, Chattels shall not include any personal property or trade fixtures which any tenant of the Premises owns and is entitled to remove pursuant to its lease except to the extent that Grantor shall have any right or interest in such personal property. Furthermore, (i) the collateral assignment of the rights and interests of Grantor in any franchise or license agreement relating to the operation of any hotel shall be limited and subject to the terms and conditions set forth in any written agreement between Lender and the franchisor under the franchise agreements, and (ii) the collateral assignment of any governmental permits and licenses shall be

## NOTICE OF PUBLIC HEARING

Pursuant to the State Financial Management Standards Act, the Baldwin County Commissioners hereby give notice of a public hearing to be held at 6:00 p.m. on December 2, 2025 in the Baldwin County Government Building, 1601 North Columbia Street, Suite 220, to receive public comments and input on the proposed budget for the January 1, 2026 to December 31, 2026 County Fiscal Year.

The Baldwin County Board of Commissioners will meet in Regular Session on Tuesday, December 16, 2025 at 6:00 pm in the Baldwin County Government Building, 1601 N Columbia Street, Suite 220. The Baldwin County Board of Commissioners is scheduled to adopt the Baldwin County Budget for the January 1, 2026 to December 31, 2026 Fiscal Year.

A copy of the proposed budget is available for public review at [www.baldwincountygga.com](http://www.baldwincountygga.com) and at the Baldwin County Commissioner's Office in Suite 230, Baldwin County Government Building, 1601 North Columbia Street between the hours of 8:30 a.m. and 5:00 p.m.

**Baldwin County Commissioners**

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On a chilly Monday night, flag football was the name of the





# BALDWIN COUNTY BOARD OF COMMISSIONERS BUDGET WORK SESSION

October 22, 2025  
1601 N Columbia St, Suite 240  
6:00 PM

Item 4.

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## MINUTES

### PRESENT

Andrew Strickland, Chairman  
Kendrick Butts, Vice Chairman  
Sammy Hall  
Emily Davis  
Scott Little

### OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Bo Danuser

### CALL TO ORDER

Chairman Andrew Strickland called the October 22, 2025 work session to order at 10:00 AM.

### ADMINISTRATIVE/FISCAL MATTERS

#### Recreation Policy

County Manager Carlos Tobar discussed the posted notices for recreation park use, prohibited entry, and creating a special use permit.

The commissioners were presented with a copy of the proposed recreation policy including the special events permits.

The commissioners discussed sections of the policy including:

- Volunteer Obligations outlining the policy regarding volunteers and included volunteer background checks, volunteer notification responsibility in case of arrest, and the appeals process for being denied the ability to volunteer.
- Offenses that carry a 10-year ineligibility period and what offenses should be included in a 5-year, 10-year, and lifetime exclusion from volunteering.
- Having a policy that allowed discretion and who should have the discretion regarding a volunteer's offence
- Having clear rules
- Allowing the sheriff's Department to enforce the rules rather than staff
- Volunteers receiving DUI's, how long in the past the DUI's were incurred and at what level they would affect the ability for someone to volunteer
- Using portions of the Board of Education's volunteer policy

- Background checks and having a clear policy to address offenses
- Child neglect and cruelty charges and the level of consequences for volunteers
- Using section D of the policy as a catchall to address allegations
- Ejection from park, clarifying terminology and procedure for ejecting someone from the park to include if someone should be ejected from a specific section of the park or from all areas of the park, a procedure to appeal ejection and the process for issuing a trespass
- Having an announcement at the beginning of games as to the offences that would have someone ejected from the park and having them clearly posted
- Rules applying to all officials and umpires
- Patrons parking haphazard on the recreation grounds
- Establishing a special events application and policy for park use that would apply to everyone who wanted to reserve the park – including non-profit organizations
- Updating the older facilities to be more conducive to hosting tournaments
- The need for a master plan to prioritize the facilities and making the park as a whole “festival ready” for large events
- Non-profits using/reserving the park, charging a fee for use - especially when the event generated revenue for the user/nonprofit, league use taking precedent over all other uses, and whether food vendors should be allowed to service the organization who rented any portion of the park
- Reserving the pavilions as opposed to keeping them available for first come first serve use, creating a policy for reserving facilities, and setting fees for users – including non-profits
- The fact that the park was operated with tax dollars and should be open to everyone at all times the park was open, that leagues had priority over other users including park reservations, and having a posted schedule for all park use via a public accessible web calendar
- Concessions and the profits it generated
- Having a waiver in lieu of requiring insurance for events, especially for events that did not create revenue
- The inadequacies of some facilities and using fees to make improvements
- Organizations that charge fees for things like memberships and tournaments that put the profits back into the facilities
- Providing transportation for the track program but not for any of the others
- Providing adequate staff during tournaments
- Allowing an opportunity for the recreation committee to review the policy and making edits they see fit, in particular to the special events policy
- Creating a streamlines special event policy for smaller events

Commissioner Davis made a motion to break for lunch. Commissioner Little seconded the motion and the motion passed unanimously.

The meeting broke for the provided lunch at 12:00 PM.

Commissioner Davis made a motion to reconvene the meeting. Commissioner Little seconded the motion and the work session was reconvened at 12:30 PM.

## Employee Handbook

County Attorney Brandon Palmer reviewed the revisions to the employee handbook to include sections:

- 6-14 – hiring the County Manager through an agency or by appointed committee
- 6-17 – nepotism – hiring cousins not considered nepotism
- 9-11 – unauthorized use of county equipment and what would be classified as equipment other than the obvious motor vehicles and heavy equipment, using discretion about using office equipment and supplies and clearly defining what would be mandatory for dismissal
- 12-03 – placing investigations into harassment somewhere other than Human Resources
- 17-07 – prohibiting the use of cell phones while driving with the exception of first responders and requiring the use of hands-free communication using the transit as an example of responding to calls with a handsfree communication
- 19-04 – personal grooming, tattoos, and piercings

There was a discussion about the use of time clocks.

There was a discussion about the need to provide employees with the handbook revisions and provide training and education.

## Short Term Rentals

There was a discussion about fire safety requirements for short term rental properties.

There was a discussion about proposed sections of short-term rental ordinance to include:

- Issuing certificates on a first come first serve basis
- The process for issuing permits
- Adding a definition for residential dwelling units
- Limiting the number of certificates issued to no more than 150 per year
- Expiration dates
- Setting minimum distance requirements between rental properties, eventually setting 500 foot minimum
- Day and night occupancy and setting the limit to a maximum of 12 persons
- Requiring HOA approval if there is an HOA for the area
- Setting application due dates
- Keeping the right to inspect property and require property compliance with the ordinance
- Requiring adequate trash receptacles.

Attorney Palmer handed out the recommendations of the Fire Marshall.

There was discussion about the following which included comments from members of the public:

- Requiring property compliance with building codes
- requiring smoke detectors and their interconnectivity



- requiring carbon monoxide detectors on properties with an enclosed garage and fire places
- requiring fire extinguishers and their annual inspection
- requiring annual fire place cleaning by an approved chimney sweep which was removed

Attorney Palmer left the meeting at 1:15 during the discussion of the recommendations of the Fire Marshal to attend a court procedure on behalf of the commissioners.

- Requiring 2 points of ingress and egress for bedrooms and removing measurement requirements
- Limited the number of certificates issued to 150
- Setting an expiration date for certificates and the possibility of creating a race for application approval
- Using distance requirements to create balance and setting the distance to 100 feet
- Enforcing the ordinance

There was a break at 1:58 PM.

### Budget

Assistant County Manager/Finance Director Dawn Hudson presented commissioners with budget figures. She discussed line items to include:

- A merit step increases in salaries
- A public hearing would be held prior to budget adoption,
- Increases in insurance and retirement were based on many factors
- Pension plan being 24% of the budget
- Property and liability insurance increased due to the water park

There was a discussion about giving a 2% step raise, growth in the tax digest, and the FLOST.

Ms. Hudson returned to her presentation, she discussed:

- Increase in attorney fees
- Increase in the Board of Election budget due to more election in 2026
- Increase in the auditing fee and charging some of the increase to the grants
- Tax Assessor would be doing a homestead audit next year

The commissioners discussed property taxes, the homestead exemptions, exemption freezes, performing a homestead exemption audit, and cleaning up the digest.

The commissioners discussed the cost of providing medical services at the jail and the contract with Direct Health, finding another healthcare provider at the jail, directly hiring a physician and nurse, and providing mental health services in the jail.

There was a discussion about placing prisoners on probation and parole, researching how other counties provided health and mental health care to prisoners, and working with Atrium Health to use their hospitalist.

Ms. Hudson continued:

- Public Works increases were offset with SPLOST
- Health Department was being paid what was required and that they requested an additional \$30,000
- Overview managed the Senior Citizens Center and requested an additional \$41,000
- Aquatic Center budget was based on other water parks and she anticipated a \$183,000 loss the first year
- Library branch costs and opening the branch at the Harrisburg Community Center
- County Extension Office fell under the state teacher's retirement program and was increasing in the amount of \$3,800
- Airport contract increased, additional revenues would not cover the cost
- Putting a FLOST referendum on the March ballot, that the FLOST would not create additional revenue, and sales taxes would increase to 9%

Ms. Hudson stated she would put a budget together indicating that revenues would not cover expenditures and that the budget would have to pull from fund balance.

Commissioner Little asked that the Solicitor's budget be reduced by \$20,000 to cover the additional cost of having the District Attorney prosecute misdemeanor county ordinance violations.

There was a discussion about the budget, anticipated growth, promoting industrial growth, and using the golf course as an economic resource.

There was a discussion about which line items should be increased and which should be left alone.

There was a discussion about the Solicitor's office finding alternatives to jailing for misdemeanors, reducing the Solicitor's budget by the same amount as the District Attorney's budget had to be increased for taking on prosecuting misdemeanors county citations.

There was a discussion about the District Attorney taking on the role of prosecuting ordinance and code violations and the amount of time it took to prepare to prosecute those cases.

There was a discussion about overtime in the Board of Elections for poll workers, that there had never been as much overtime with other elections, and the need to eliminate as much overtime as possible.

There was a discussion about the commissioners being good stewards for the taxpayer and increasing salaries to keep tenured employees.

There was a discussion about appointing another Deputy Coroner because two of the four would be out on leave for 8 weeks.

There was a discussion about giving raises mid-year.

Ms. Hudson stated that she would get with Department Heads and see where cuts could be made.

There was a discussion about moving the due date for taxes to mid-year and giving raises mid-year. Ms. Hudson stated she would prepare a budget with mid-year salary increases and COLAs.

Commissioner Strickland made a motion to adjourn. Commissioner Butts seconded the motion and the motion passed unanimously.

The budget work session was adjourned at 3:49 PM.

Submitted,

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Andrew Strickland, Chairman  
Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia





# BALDWIN COUNTY BOARD OF COMMISSIONERS WORK SESSION

November 4, 2025

1601 N Columbia St, Suite 220

3:00 PM

Item 5.

## MINUTES

### PRESENT

Andrew Strickland, Chair  
Kendrick Butts, Vice Chair  
Sammy Hall  
Emily C. Davis  
Scott Little

### OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Lajuana Rensaw  
Bo Danuser

### CALL TO ORDER

Chairman Andrew Strickland called the November 4, 2025 work session to order at 3:00 PM.

### ADMINISTRATIVE MATTERS

#### Employee Handbook

County Attorney Brandon Palmer presented the commissioners with an updated copy of the Baldwin County Employment Policy and there was discussion about:

- Offenses that warrant disciplinary action and which offenses “may” warrant dismissal and which offenses “shall” warrant dismissal
- The use of prescribed drugs on the job site
- Defining the offenses that would require automatic termination

Attorney Lajuana Rensaw discussed the fact that some offenses and some positions such as a truck driver would warrant strict disciplinary action but the policy needed to have some leeway to avoid mandating harsh disciplinary action when not warranted. Ms. Rensaw discussed scenarios where discretion needed to be used.

The commissioners discussed the use of “may” and “shall” when applied to termination than included:

- Intent of an offence especially when referring to fighting
- Giving discretion to make decisions on disciplinary actions to department heads
- Implementing progressive discipline
- Using “shall” terminate for illegal drug use and for possession

- Possession of fire arms by employees in the workplace and that carrying a firearm was not illegal in Georgia
- Using the language of the policy to discriminate against an employee
- Which of the offenses - like fighting, threatening violence, dishonesty, falsifying documents, discrimination, not showing up for work, gross insubordination, and using, possessing or selling illicit drugs - should mandate termination or allow for discretion
- Using alcohol on the job
- Separating the sale of drugs and the use of drugs
- Government sector rights to appeal and participation in an employee assistance program
- Using the term “may” terminate allowed for discretion but could lead to a disparity in treatment and open the county to grievance filings
- Determining which offenses would require termination

Attorney Rensaw recommend adopting a policy that included the ability to use discretion with the exception of violating Department of Transportation regulations which would fall under state and federal laws.

Discussion returned to:

- Progressive discipline
- Using the terms “may” and “shall” when addressing termination and the fact the using “may” still allowed for immediate termination
- Employees falsifying records, including employment applications
- Moving certain offenses from the “shall” be terminated to “may” be terminated section of the policy.
- Unlawful distribution or sale of illegal drugs was moved to shall be terminated.
- Clearly defining equipment and was considered heavy equipment.
- Identifying equipment that would be considered heavy equipment and including a cost minimum of \$5,000 purchase price when applying misuse standards

### Short Term Rental

Attorney Palmer outlined the changes to the Short-Term Rental Ordinance that had been discussed previously and the commissioners discussed the changes:

- Added bedroom, property lot of record, entire property, dwelling unit to definitions
- Capped the number of certificates issued to 150
- Setting the expiration date for certificates to December 31<sup>st</sup>
- All applications would be submitted annually
- Setting a 300-foot minimum distance between property lines of short-term rental properties
- Current short-term rental properties would not be grandfathered, but renewals would take priority
- Adding the Fire Marshal to the application process
- Setting the maximum occupancy both day and night to 2 persons per bedroom to 2 additional persons not to exceed 12 persons
- Setting December 1 through December 31 as the application period – the section was eliminated
- Right to inspect
- Redundancies in the ordinance
- Requiring at least 1 90-gallon trash receptacle per every 4 guests
- Code Enforcement and Fire Marshall inspections
- Scheduling a public hearing for December 2<sup>nd</sup> and approval at the regular meeting

### Recreation Policy

The commissioners discussed point of the recreation policy to include:

- All incident reports at recreation facilities were forwarded to the Sheriff's Department; the Police Department would not take the lead issuing citations
- The county had autonomy to criminally trespassing park users, arrests would follow state regulations, criminal trespass involved law officers and officers would only be involved if called
- Notice of prohibited entry would currently only apply to the place the notice was issued, length of prohibited entry, and if a trespass should apply to all portions of the park – including the parking lot
- That there were not many problems at the recreation department
- Using the policy applied to umpires and coaches for volunteers, volunteers notifying the county of criminal violations, the length of volunteer probation or ban based on the crime and how long ago the crime was committed
- Criminal violations that warranted a lifetime ban including homicide where a child was involved
- An appeal process
- Notifying the Recreation Director of any violations of the law
- Using the same rules for umpires, coaches and volunteers

### Travel Reimbursement Policy

County Manager left the meeting at 5:14 to attend a grant public hearing.

Assistant County Manager Dawn Hudson presented and discussed amending the travel policy that would include a scale depending on the location.

The commissioners discussed:

- Mileage rate
- Doubling on travel to the same location
- The policy would apply to employees and elected officials other than the constitutional officers
- Rates tracked to GSA
- Prohibit non-required travel
- Requiring advanced approval by the County Manager
- Updating the meal reimbursements

### ADJOURNMENT

Commissioner Little made a motion to adjourn the meeting. Commissioner Hall seconded the motion and the motion passed unanimously.

The November 4, 2025 work session was adjourned at 5:33 PM.

Submitted,

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Andrew Strickland, Chair  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia





# BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

November 4, 2025  
1601 N Columbia St, Suite 220  
6:00 PM

Item 5.

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## MINUTES

### PRESENT

Andrew Strickland, Chair  
Kendrick Butts, Vice Chair  
Sammy Hall  
Emily C. Davis (via telephone)  
Scott Little

### OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Bo Danuser

### CALL TO ORDER

Chairman Strickland called the November 4, 2025 Regular meeting of the Baldwin County Board of Commissioners to order at 6:00 PM.

### INVOCATION

Commissioner Hall said a prayer.

### PLEDGE OF ALLEGIANCE

Vice Chairman Kendrick Butts led the Pledge of Allegiance.

### MINUTES

Commissioner Little made a motion to adopt the October 21, 2025 meeting minutes and executive session minutes. Commissioner Butts seconded the motion and the motion passed unanimously.

Commissioner Hall made a motion to adopt the October 14, 2025 budget work session minutes. Commissioner Butts seconded the motion and the motion passed unanimously.

### PRESENTATIONS

Mike Young gave a presentation on a proposed 5-year master plan for Little Fishing Creek Golf Course improvements. He discussed the order of completion and a timeframe. He showed and discussed changes to the holes, tree removal, irrigation, slopes and contours. Mr. Young explained the Trackman

ranges that consisted of a screen that allowed the player to experience any kind on 600 golf courses; it increased revenue significantly and was the new deal in golf.

County Manager Tobar stated the bid would go out the next day.

Commissioner Little asked where the irrigation would come from. Mr. Young responded that the irrigation would tie into the onsite pump station drawn from the pond as well as possibly having a well.

Commissioner Little asked for the current number of balls. Golf Course Superintendent Kyle Wall responded that he did not have a ball number but the revenue was about \$22,000 this year on the range and that he could see a great potential for increasing revenue from the driving range.

Commissioner Hall stated the plan was to close the golf course at the first of the year and the Trackman would allow people who wanted to play golf to continue to play golf here in Milledgeville.

Chairman Strickland stated that Mike Young was a golf course architect. Mr. Young stated that he had done 23 golf courses in Georgia and 65 worldwide.

Vice Chairman Butts thanked Mr. Young and asked how many bays were planned. Mr. Young responded that 14 bays were planned with space for small restaurant or grille. Vice Chairman Butts asked how much water the golf course would use. Mr. Young responded that it would require a half million gallons a day while growing the grass and then would reduce to 275,000 to 300,000 gallons per day during the summer based on the weather.

Vice Chairman Butts asked for a copy of the booklets and information that Mr. Young provided.

Chairman Strickland asked how the greens were designed. Mr. Young responded that they figured the strategy of the course and then contours were built into the greens.

Carlos Tobar stated they would be issuing the design/build invitation to bid and SPLOST tax would be used.

#### ADMINISTRATIVE/FISCAL

Commissioner Little made a motion to remove the termination of the concessions contract from the agenda. Commissioner Hall seconded the motion.

County Manager Carlos Tobar explained that the termination and then reapproval of a contract would align the new contract with the basketball season but he had been reminded that all contracts had to expire at the end of the calendar year. The motion passed unanimously.

#### Baldwin County Airport Capital Improvement Plan

Chairman Strickland read the caption for Resolution R-2025-78 authorizing the Baldwin County Airport Capital Improvement Plan for fiscal years 2027-2031 be submitted to the Georgia Department of Transportation for approval.

The resolution was presented as follows:

### RESOLUTION R-2025-78

A Resolution to Authorize the Baldwin County Airport Capital Improvement Plan for the Fiscal Years 2026 through 2031 and That the FY 2027 – 2031 Plan Be Submitted to the Georgia Department of Transportation for Approval

WHEREAS, an airport capital improvement plan is required by the Federal Aviation Administration and the Georgia Department of Transportation as a planning tool for future project planning; and

WHEREAAS, an approved Airport Capital Improvement plan with listed projects is a requirement for state and federal grant eligibility; and

WHEREAS, the FY 2026 – 2030 Airport Capital Improvement Plan delineated the planning, design, and environmental phases, the FY 2027 – 2031 Airport Capital Improvement Plan emphasizes project final design and construction; and

WHEREAS, the Baldwin County Airport Capital Improvement Plan is hereby presented:

Year	Project	Total	FAA	GDOT	County	County Percent of Total	Previous CIP
2027	Terminal Apron Expansion Construction	\$1,000,0000	\$950,000	\$25,000	\$25,000	5%	2026
2027	Env & Dsgn Obstruction Removal	\$75,000	\$71,250	\$1,875	\$1,875	2.5%	2026
Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2028	DBE Update	\$13,000	\$0	\$9,750	\$3,250	25%	2027
2028	Constr. Obstruction Removal	\$150,000	\$135,000	\$7,500	\$7,500	5%	2026
2028	Airport Layout Plan (ALP) Update	\$240,000	\$216,000	\$12,000	\$12,000	5%	2028
Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2029	Env & Dsgn Taxiway	\$375,000	\$337,500	\$18,750	\$18,750	5%	2027
Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2030	Constr. Taxiway	\$2,000,0000	\$1,800,000	\$100,000	\$100,000	5%	2028
2030	Env & Dsgn Main Ramp	\$200,000	\$180,000	\$10,000	\$10,000	5%	2029



Year	Project	Total	FAA	GDOT	County	Percent	Previous CIP
2031	Constr. Main Ramp	\$1,500,0000	\$1,350,000	\$75,000	\$75,000	5%	2030

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it 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. Authorization of Baldwin County Airport Capital Improvement Plan. The Board of Commissioners hereby approve the heretofore referenced Baldwin County Airport Capital Improvement Plant.
3. Authorization of the Baldwin County Airport Capital Improvement Plan be submitted to the Georgia Department of Transportation. The Board of Commissioners authorized the approved Baldwin County Airport Capital be submitted to the Georgia Department of Transportation.
4. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the submission of the Baldwin County Airport Capital Improvement Plan to the proper State and Federal Agencies and to take all action necessary in conformity therewith.
5. 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.
6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County, Georgia

County Manager Tobar stated the projects included:

- Design of terminal apron expansion with drainage, vault, and beacon relocation,
- design standard updates
- Construction of terminal apron with drainage, vault and beacon relocation would be done next year

- environmental and design for obstruction removal
- airport layout plan updates due in 2028
- environmental and design of taxiway and construction
- environmental and design of the main ramp

Chairman Strickland asked about the distance between the taxiway and the runway. Mr. Tobar stated the design of the airport standards may indicate what would have to be done but there was no plan to make changes. Commissioner Hall asked if there would be additional taxiways. Mr. Tobar responded that there were none planned in at least the next five years.

Vice Chairman Butts asked if the work would be finished by 2031. Mr. Tobar responded that they were doing a drainage study and there may be a construction project from that.

Commission Vice Chairman made a motion to adopt the Baldwin County Airport 2027-2031 Capital Improvements Plan. Commissioner Hall seconded the motion and the motion passed unanimously.

### Motorola Contract

Chairman Strickland read the caption for Resolution R-2025-79 stating the resolution authorize a customer agreement with Motorola Services, Inc. for hardware, software and service upgrades to the Baldwin County communications system.

The resolution was presented as follows:

#### **RESOLUTION R-2025-79**

#### **A RESOLUTION TO AUTHORIZE A CUSTOMER AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR HARDWARE, SOFTWARE, AND SERVICE UPGRADES TO THE BALDWIN COUNTY COMMUNICATIONS SYSTEM**

WHEREAS, the Baldwin County Board of Commissioners have been informed of the need to upgrade the Baldwin County Communications system to include microwave and MPLS upgrades; and,

WHEREAS, information has been solicited and it has been determined that Motorola Solutions offers the best option for the upgrades to the communication system; and,

WHEREAS, the Motorola Solutions, Inc. Customer Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization a Customer Agreement. The Board of Commissioners hereby approves the attached Motorola Solutions, Inc. Customer Agreement.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to

the agreement with Motorola Solutions, Inc.

4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia

County Manager Tobar stated this would replace the microwave link between the Meriwether tower and the Georgia College and State University tower, would add a link, and would provide redundancy.

Assistance County Manager Hudson stated the original system was installed in 2012 and the microwaves were beyond the 10-year suggested life span; parts were not available. She also stated payment would be made over the next 12 months using sales tax.

Commissioner Little made a motion to approve the Motorola contract. Commissioner Butts seconded the motion.

Chairman Strickland asked about the cost. Ms. Hudson responded that the technology had a specific life and discussed planning upgrades based on a 10-year replacement plan for technology and parts.

There was a discussion about the agencies that used the communication equipment and preparing Intergovernmental agreements to request participation in the communications system and preparing for 10-year replacement schedule.

The motion passed unanimously.

### **WIOA Dislocated Work Grant**

Chairman Strickland read Resolution R-2025-80 by caption stating the resolution authorized a Workforce Innovation and Opportunity Act grant for funding the Dislocated Worker Program.

The resolution was presented as follows:

# RESOLUTION 2025-80

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE DISLOCATED WORKER PROGRAM FOR THE OF PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 11-25-26-06-011 FAIN 25A55W000130; and

**WHEREAS**, the Grant provides funding of \$434,826 for the period of October 1, 2025 through June 30, 2027 for the Dislocated Worker Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Baldwin County, Georgia, and it 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. **Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
4. **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.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia

Assistant County Manager and Finance Director Dawn Hudson stated the County was the grant administrator for the Workforce Innovation and Opportunity Grant Program. The grant was in the amount of \$434,826 with no match.

Commissioner Little made a motion to approve the grant. Commissioner Butts seconded the motion and the motion passed unanimously.

### **WIOA Adult Program Grant**

Chairman Strickland read Resolution R-2025-81 by caption stating the resolution authorized a Workforce Innovation and Opportunity Act grant for funding the Adult Program.

The resolution was presented as follows:

#### **RESOLUTION 2025-81**

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE ADULT PROGRAM FOR THE OF PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 11-25-26-06-011 FAIN 25A55AT000157; and

**WHEREAS**, the Grant provides funding of \$588,024 for the period of October 1, 2025 through June 30, 2027 for the Adult Program.

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

7. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
8. **Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
9. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
10. **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.
11. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 4<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia

Ms. Hudson stated this was for the Adult Workforce Program in the amount of \$588,024 in federal funds.

Vice Chairman Butts made a motion to accept the funds. Commissioner Little seconded the motion and the motion was approved unanimously.

#### Termination of Concession Contract

Resolution R-2025-82 terminating the concessions contract with Out of the Park, LLC was previously removed from the agenda.

#### OLD BUSINESS

Commissioner Butts asked for if they were going to do the white stripping on Harrisburg Road. Mr. Tobar responded that was his understanding.

Commissioner Little stated that he had someone rave about what had been done in Coopers Park.

#### NEW BUSINESS

Commissioner Hall stated an appointment to the Sinclair Water Authority was forthcoming, the current appointee would be assuming the chairmanship.

Commissioner Hall asked that the commissioners to consider changing the policy on how they made appointments, the process could take over 30 days. There was a discussion about the complicated process of making appointments and streamlining the process.

#### COUNTY MANAGER'S REPORT

County Manager Tobar gave a Managers Report:

- Back to back meetings for the three CDBG projects including the kickoff meeting with Southeast Piping; conducting public hearings for the 2025 and 2026 grants; meeting with the 2025 CDBG recipients; and a planning meeting for 2026 CDBG. These grants represented \$3.7 million coming into the county for sewer and housing rehabilitation
- Water park construction was progressing quickly with the good weather and should be ready by the end of the year
- Harrisburg Park was progressing with the good weather

- A housing rehab family had a moving back in day last Friday and Brighter Days Ministries brought a moving truck full of household items to outfit the family. GMC cadets helped move the item into the home
- One more house would begin in a few weeks
- He was waiting on government to open up to find out about the 2025 housing grant application
- Encouraged citizens to participate in the housing assessment survey
- Habitat for Humanity home dedication for the first of the four CHIP houses

Commissioner Little announced that there were food boxes in the Government Center that would be distributed to the food pantries. Mr. Tobar added that donations could also be made at the courthouse.

### PUBLIC COMMENT

Tony Cofield, Jr. addressed the commissioners about the Baldwin County Listening Project who were a group of renters united around the issues of having safe and affordable housing. He presented a report. He stated there was a housing crisis in Milledgeville and many people felt that not enough was being done. There were many renters affected by landlords that were not being held accountable for making repairs and ensuring healthy living conditions. There were no housing options.

Stephanie Jett addressed the commission regarding the Baldwin County Listening Project. She stated the group knocked on over 1,000 doors and surveyed over 300 households in both the city and county – mostly renters. The survey showed rent was on the rise while incomes and job opportunities were not, more landlords were charging by the room which priced out families and long-term residents, unsafe conditions like mold and unrepaired damage were common - code enforcement only addressed the exterior of homes, non-college students were denied housing and student encroachment on the southside was concerning, many residents were forced into rundown motel paying more than for apartments or a house.

Ms. Jett urged Baldwin County to expand code enforcement to include inside inspections, require landlord licensing that included inspections, form a housing equity task force with the city, establish more transitional housing and take even more advantage of state and federal housing grants.

Ms. Jett closed by stating the housing crisis was not new, there was a growing coalition of residents to work with the county. She asked Baldwin County to take bold, immediate steps to ensure that safe and affordable housing is a right not a privilege.

Angela Burdette addressed the commission regarding mold in her home; she listed causes and health effects caused by mold. She reported the mold in her home to the management but got no response. Renters deserved to have safe housing that did not make them sick and landlords must be held accountable. The Baldwin County Listening Project was fighting for the rights of renters.

Danny Register addressed the commission regarding the Coopers community. He thanked Mr. Tobar for getting the community cleaned up. He thanked commissioner Davis for taking an interest. He stated the Coopers Park was going well. He thanked the commissioners stating everything was looking good.

Fidelis Folifac addressed the commission regarding the Baldwin County Listening Project stating that Carlos had reached out to him about the housing projects the County was working on. He discussed the landlords that took advantage of their tenants and asked the city and county to hold landlords more



accountable. He stated that it affected people's livelihood and created a situation where people did not feel safe, secure, and confident in the government.

Desiree Liggins addressed the commissioners regarding the repairs on Sidney Butts Road. She discussed what had been done to this point and what had been done looked like garbage. She stated that she was upset because it had been 14 days and the problems had not been fixed. She stated that according to the US Census Bureau quick facts 41.3% of Baldwin County residents lived in poverty. It was ridiculous that people could not find homes without problems. She discussed the cost of the golf course and said the commissioners were reckless with money.

Chairman Strickland read a statement thanking Veterans for their service. He discussed the sacrifices made by his grandfather during World War II and his father during the Korean War and how the horrors of war affected his family as a whole. He shared his father's experience in the service and how it affected him. He stated he was proud of his father and grandfather and the sacrifices of those who serve our county. He asked that the veterans stand a be recognized.

Carlos Tobar stated the County was participating in Operation Greenlight where green lights would be shone at the government buildings to honor our veterans.

#### EXECUTIVE SESSION

Commissioner Little made a motion to enter into executive session. Commissioner Butts seconded the motion and the motion passed unanimously. The commissioners entered into closed session at 7:05 PM.

Commissioner Little made a motion to return to open session. Commissioner Butts seconded the motion and the motion passed unanimously. The commission returned to open session at 7:51 PM.

#### ADJOURN

Commissioner Little made a motion to adjourn the meeting. Commissioner Hall seconded the motion and the motion passed unanimously.

The November 4, 2025 Board of Commissioners meeting was adjourned at 7:53 PM.

Submitted,

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia



# BALDWIN COUNTY BOARD OF COMMISSIONERS CALLED MEETING

November 13, 2025  
1601 N Columbia St, Suite 220  
11:00 AM

Item 6.

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## MINUTES

### PRESENT

Andrew Strickland, Chair  
Kendrick Butts, Vice Chair  
Sammy Hall  
Emily C. Davis  
Scott Little

### OTHERS

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Bo Danuser

### CALL TO ORDER

Chairman Strickland called the November 13, 2025 called commission meeting to order at 11:00 AM.

Commissioner Hall made a motion to move the executive session to the end of the agenda.  
Commissioner Butts seconded the motion and the motion carried unanimously.

There was a discussion about the resolution to authorize an agreement with Trackman, Inc. being put on the agenda fewer than 24 hours before the meeting date.

Commissioner Hall made a motion to amend the agenda to add Resolution R-2025-84 authorizing an agreement with Trackman, Inc. to provide a virtual driving range at Little Fishing Creek Golf Course. Commissioner Little seconded the motion and the motion passed unanimously.

### ADMINISTRATIVE/FISCAL MATTERS

#### Ocmulgee Drug Task Force

Chairman Strickland read the caption of Resolution R-2025-83 stating the resolution authorized an Intergovernmental Agreement with the Ocmulgee Drug Task Force and Middle Georgia Gang Task Force for Baldwin County Participation in the program.

The resolution was presented as follows:

## RESOLUTION R-2025-83

### A RESOLUTION TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT WITH THE OCMULGEE DRUG TASK FORCE/MIDDLE GEORGIA GANG TASK FORCE FOR PROGRAM PARTICIPATION

WHEREAS, the Baldwin County Board of desire to continue participation with the Ocmulgee Drug Task Force and the Middle Georgia Gang Task Force along 10 other governmental entities in the Ocmulgee District; and,

WHEREAS, the entities of the intergovernmental agreement are dedicated to this collaborative crime control initiative; and,

WHEREAS, this intergovernmental agreement shall become valid upon the effective date of the Byrne-JAG funding in 2026 and shall be active through the end of the grant period; and,

WHEREAS, at the expiration of the grant period, the entities shall re-examine the extent and need of this agreement and the roles of its participants and can be amended, revised or otherwise renewed upon the agreement of the entities; and,

WHEREAS, the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force Intergovernmental Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization a Customer Agreement. The Board of Commissioners hereby approves the attached Intergovernmental Agreement with the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force.
4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 13<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia

Assistant County Manager and Finance Director Dawn Hudson stated that the agreement was for the Drug Task Force.

Commissioner Davis made a motion to authorize the agreement with the Ocmulgee Drug Task Force and the Middle Georgia Gang Task Force. Commissioner Little seconded the motion and the motion carried unanimously.

**Trackman, Inc.**

Chairman Strickland read the caption for Resolution R-2025-84 stating the resolution authorized an agreement with Trackman, Inc. to provide the hardware and software for a virtual driving range at Little Fishing Creek Golf Course.

The resolution was presented as follows:

**RESOLUTION R-2025-84**  
**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRACKMAN, INC.**  
**TO PROVIDE HARDWARE AND SOFTWARE FOR VIRTUAL DRIVING RANGE**  
**EXPERIENCES AT THE LITTLE FISHING CREEK GOLF COURSE**

WHEREAS, the Baldwin County Board of Commissioners desire to offer virtual driving range experiences to the patrons of the Little Fishing Creek Golf Course; and

WHEREAS, Trackman, Inc. can provide the necessary software and hardware to provide a virtual driving range; and,

WHEREAS, an agreement with Trackman, Inc. is hereby attached and by reference duly incorporated and made a binding part of this resolution.

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

7. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
8. Authorization an Agreement. The Board of Commissioners hereby approves the attached Trackman, Inc. Agreement.
9. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with Trackman, Inc.
10. 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.

11. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
12. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 13<sup>th</sup> day of November, 2025.

BALDWIN COUNTY, GEORGIA

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Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia

County Manager Carlos Tobar discussed the terms of the agreement with Trackman, Inc. stating it was a sole source procurement because the system used regular golf balls.

The commissioners discussed fees, charges being per bucket of balls, generating revenue, the building construction and layout, increasing the bays from 10 outlined in the contract to 14 and updating the contract to reflect the addition of bays.

Commissioner Hall made a motion to accept the contract with Trackman, Inc. and to amend the contract to 14 bays, to include terms to allow for a 12-month renewal of the contract for up to 60 months and to include terms for either party to terminate the contract with just cause.

There was a discussion about offering concessions and at what level.

County Attorney Brandon Palmer pointed out that Trackman, Inc. was registered in Denmark and the contract would be impossible to enforce.

Commissioner Butts seconded the motion and the motion passed unanimously.

### **Budget**

Chairman Strickland opened the budget discussion stating he wanted the commissioners to come to an agreement on some of the numbers.

Assistant County Manager and Finance Director Dawn Hudson discussed the departmental budget line items; she stated the 2% salary increase was included in the figures.

The Ms. Hudson reviews the department budgets and the commissioners discussed budget line items for:

Tax Assessor – Ms. Hudson stated that the Tax Assessor had requested an increase of \$46,000 to conduct a homestead audit; she further stated that the department had 4 vacant positions that if frozen would cause the proposed budget to not exceed the current budget.

Overview – Ms. Hudson stated that Overview had reduced their request for an increase to \$11,000 for a total of a \$49,000 budget. There was a discussion about Overview funding and the fact the Overview managed fundamental community programs such as Head Start, Meals on Wheels, the county's Senior Citizens Center and weathering programs.

Ms. Hudson stated that there would be a public hearing on December 16<sup>th</sup> to approve the budget.

Twin Pines Library – Chairman Strickland discussed the county's funding of the Twin Pines Library system stating that he felt they were holding the county "hostage" until 2030 because the county could not reduce the contribution to the library; he stated he was not in favor of the current agreement and that the county should carefully consider giving them any increase. There was a discussion about library funding and it was the consensus of the commissioners to keep library funding at the same level.

Pension payments – Ms. Hudson stated the pension payment was a required calculation for the contribution. She further stated that the county had a \$300,000 credit that could be used to offset the budget line item and would not affect retirees.

Ms. Hudson stated the budget deficit was down to \$1.8 million which represented about 1.1 mills of tax.

FLOST – there was a discussion about starting conversations with the City of Milledgeville to negotiate the terms of a Floating Local Option Sales Tax split agreement and putting it on a March 2026 ballot.

Fund Balance – Ms. Hudson stated the budget would be balanced by using the fund balance. There was a discussion about using fund balance to balance the budget.

Recreation Department – Commissioner Hall discussed increasing fees at the recreation department to offset operational cost. There was a discussion about getting a cost analysis of each program's cost, the cost per participant, making the programs financially viable and changing fees at the park to generate money; the park cost \$1.2 million annually, developing a plan to reduce cost while increasing revenue, discounting fees for non-profit organizations, and the county partnering with non-profits on certain project.

Board of Election – There was a discussion about a significant increase in poll worker overtime from 2021 and 2025 and setting a meeting with the Elections Superintendent and County Manager and with the Commissioners and the Elections Board members.

Trackman – County Manager Tobar discussed changing the Trackman golf system to 14 bays would lower the per month cost by \$20.00, the revenue would pay for the equipment and SPLOST would be used for the construction of a facility.

Solicitor – Commissioner Little asked that \$20,000 be moved from the Solicitor's budget to the District Attorney's budget so that the money moved with the service of prosecuting code cases. There was a discussion about moving the money with Commissioners Strickland, Butts and Little in favor and Commissioners Hall and Davis opposed.

There was a discussion about the potential for abuse of discretion.

### EXECUTIVE SESSION

Commissioner Little made a motion to go into executive session. Commissioner Butts seconded the motion and the motion carried unanimously. The commissioners went into closed session at 12:20 PM.

Commissioner Hall made a motion to adjourn the executive session. Commissioner Little seconded the motion and the motion carried unanimously. the closed session was adjourned at 12:40 PM.

Commissioner Little made a motion to return to open session. Commissioner Hall seconded the motion and the motion carried unanimously. The commissioners returned to open session at 12:40 PM.

### ADJOURN

Commissioner Little made a motion to adjourn the called meeting. Commissioner Hall seconded the motion and the motion carried unanimously. The called meeting was adjourned at 12:40 PM.

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Andrew Strickland, Chair  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County Georgia

**ORDINANCE NO. 2025-03**

**TO AMEND CHAPTER 22 OF THE BALDWIN COUNTY CODE OF ORDINANCES TO ADD ARTICLE VI, ENTITLED “SHORT-TERM RENTALS”; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**THE BALDWIN COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS**

**SECTION 1.** That Chapter 22 of the Code of Ordinances, Baldwin County, Georgia is hereby amended by adding an article to be numbered VI, which article reads as follows:

**ARTICLE VI. – SHORT-TERM RENTALS**

**Sec. 22-160. Definitions.**

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

*Bedroom* means a room in the residential dwelling unit that meets applicable international code requirements to be used as a sleeping room or bedroom, and is used for no primary purpose other than as a sleeping room or bedroom.

*Occupant* means a person living in or using a short-term rental as a tenant, or someone who otherwise has occupancy of the short-term rental.

*Owner* means any person having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or code official of the estate of such person if ordered to take possession of real property by a court. The term “owner” does not include the holder of a nonpossessory security interest in the property.

*Property* means a residential lot of record on which a short-term rental is located.

*Residential Dwelling unit* means an enclosure containing sleeping, kitchen, and bathroom facilities designed for and used by one or more persons living together and maintaining a common household. For purposes of this definition, a residential dwelling unit shall include all housing types and shall exclude group living or other lodging uses.

*Short-term rental* means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for occupancy, lodging, possession, or use for a period of time not to exceed 30 consecutive calendar days. Short-term rental shall not include any residential dwelling unit not regularly offered for rental, which shall be defined as any residence offered for rental less than 14 days in any given calendar year.

*Short-term rental agent* means a person or organization designated by the owner of a short-term rental on the short-term rental certificate application who, in addition to all other requirements set forth herein, shall constitute the owner’s 24-hour contact and person authorized to accept service of process for short-term rental purposes.



**Sec. 22-161. Short term rental certificate.**

- (a) *Certificate required.* A separate short-term rental certificate shall be required for each residential dwelling unit operating as a short-term rental. No person shall rent, lease, or otherwise exchange for compensation all or any portion of a residential dwelling unit as a short-term rental, as defined in this section, without first obtaining a short-term rental certificate and complying with the regulations contained in this section. No short-term rental certificate under this section may be transferred, assigned, or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- (b) *Number of certificates.* The county shall not issue more than 150 short-term rental certificates annually. Once the county has issued 150 short-term rental certificates, no additional short-term rental certificates shall be issued for that year.
- (c) *Expiration.* All short-term rental certificates shall expire annually on December 31. Short-term rental certificates shall not automatically renew. Instead, new applications for a short-term rental certificate, accompanied by a fee as set forth by the county board of commissioners' fee schedule, must be submitted annually. Applications for existing short-term rentals will be prioritized over applications for a new short-term rental.
- (d) *Distance Requirements.* No new short-term rental certificate shall be issued for a short-term rental on a property with a boundary line located less than 300 feet from a boundary line of a property with an existing short-term rental. The distance requirement will be measured from the nearest property line of the proposed short-term rental location to the nearest property line of the short-term rental which has a current short-term rental certificate.

**Sec. 22-162. Short term rental application.**

- (a) *Application; fee.*
  - (1) An application for a short-term rental certificate shall be submitted, under oath, on a form specified by the chief building official, or his/her designee, accompanied by a fee as set forth by the county board of commissioners' fee schedule, which shall include at a minimum the following information or documentation:
    - a. The name, mailing address, telephone number, and email address of the owner(s) of record of the residential dwelling unit for which a certificate is sought. If such owner is not a natural person, the application shall identify all partners, officers, members, and/or directors of any such entity, including personal contact information;
    - b. The address of the unit to be used as a short-term rental;
    - c. The name, address, telephone number and email address of the short-term rental agent, which shall constitute the owner's 24-hour contact information and who shall:
      - 1. Keep his or her name and emergency contact phone number posted in a readily visible place in the short-term rental;

2. Be reasonably available to handle any problems arising from use of the short-term rental;
  3. Appear at the short-term rental within two hours following notification from the chief building official, code enforcement officer, fire marshal, law enforcement officer, or his/her designee, of issues related to the use or occupancy of the property;
  4. Be designated by the owner as the person authorized to accept service of process on behalf of the owner of any notice of violation or citation related to the use or occupancy of the property; and
  5. Monitor the short-term rental for compliance with this section.
- d. The owner's sworn acknowledgment that he or she has received a copy of this section, has reviewed it, and understands its requirements;
  - e. The owner's agreement to ensure that occupants abide by the restrictions and regulations set forth in this section;
  - f. The maximum day or night occupancy for the property which shall be two persons per bedroom plus two additional persons, up to a total maximum of 12 persons;
  - g. A vehicle parking plan specifying the number and location of parking spaces allotted to the property and indicating designated parking areas. The vehicle parking plan shall be sufficient to allow adequate parking for the maximum day or night occupancy of the property, but in no event shall the vehicle parking plan provide for a parking capacity of more than one vehicle per bedroom plus two additional vehicles;
  - h. If the property has a dock on a lake, a docking plan specifying the number of boats or vessels allowed and location where such boats or vessels may be parked and tied to the dock. The docking plan shall be sufficient to ensure that no boats or vessels block water access to or otherwise interfere with another property owner's dock;
  - i. A copy of a sample rental agreement between the owner and occupant(s) which obligates the occupant to abide by all of the requirements of this section, and other Baldwin County ordinances, state and federal law, and providing that a violation of any applicable laws may result in the immediate termination of the agreement and eviction from the property, as well as potential liability for payment of fines levied;
  - j. Proof of the owner's current ownership of the short-term rental unit; and
  - k. Proof of homeowner's insurance.
- (2) Registration under this Code section is not transferrable and should ownership of a short-term rental change, a new application shall be required, including application fee. In the event of any other change in the information or facts provided in the application, the holder of the short-term rental certificate shall amend the filed application without payment of any additional application fee.
- (b) *Review of application.* Review of an application shall be conducted by the chief building official, or his/her designee, in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise

fails to demonstrate the ability to comply with local, state, or federal laws. Any false statements or information provided in the application are grounds for revocation, suspension, and/or imposition of penalties, including denial of future applications. A short-term rental certificate shall not be issued unless the owner demonstrates compliance with the applicable codes.

- (c) *Right to inspect the property.* By submitting an application for a short-term rental certificate, all applicants shall agree to grant the county, through the chief building official and fire marshal, or his/her designees, the right, with reasonable notice to the owner, to inspect the property to determine compliance with this section prior to issuance of a certificate. If the property is found to be in violation of one or more applicable codes or ordinances, the county shall provide written notice of such violation and set a re-inspection date for a violation to be corrected prior to issuance of a certificate.
- (d) *Payment of taxes.* Short-term rentals may be offered to the public for rental following issuance of a short-term rental certificate, receipt of an occupation tax certificate, and payment of any and all applicable state and county taxes. Any taxes owed to the county relating to the lodging of individuals shall be paid to Baldwin County Board of Commissioners at the business services department and any failure to remit the same or to register pursuant to this section shall be subject to the penalties included in chapter 50, article II of this Code of Ordinances. Should an owner fail to pay any taxes owed to the county by the date such taxes become due, the chief building official shall revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.

#### **Sec. 22-163. Short term rental regulations.**

- (a) *Regulations for short-term rentals.* Owners, short-term rental agents, and occupants shall adhere to the following requirements:
  - (1) Owners and short-term rental agents shall not allow occupants to violate any federal, state, or local law, statute, rule or ordinances, including, but not limited to, sections 10-51, 25-19 and chapter 34-31 of this Code;
  - (2) Owners shall ensure that the residential dwelling unit complies with all applicable technical building and construction codes enumerated under section 18-31 of this Code;
  - (3) Owners and short-term rental agents shall ensure that the residential dwelling unit has smoke alarms installed and maintained to be fully operational at all times. Smoke alarms shall be located in all bedrooms, outside of each separate sleeping area in the immediate vicinity of each bedroom, and on every occupiable level, including basements and attics. Smoke alarms shall be interconnected, such that if one alarm sounds, all alarms will sound;
  - (4) Owners and short-term rental agents shall ensure that all residential dwelling units with an attached garage or containing fuel burning appliances or fuel burning fireplaces have carbon monoxide alarms installed and maintained to be fully operational at all times;
  - (5) Owners and short-term rental agents shall ensure that the residential dwelling unit has a minimum 5 pound ABC fire extinguisher installed, maintained, and fully operational in each kitchen area and on each level of the residential dwelling unit;

- (6) Owners and short-term rental agents shall ensure occupants do not disrupt or interfere with rights of adjacent property owners to quiet enjoyment of their property;
- (7) Owners and short-term rental agents shall ensure that day or night occupancy of the property never exceeds two persons per bedroom plus two additional persons, up to a total maximum of 12 persons;
- (8) Owners and short-term rental agents shall ensure that vehicle parking is consistent with the vehicle parking plan submitted with the short-term rental certificate application. Owners and short-term rental agents shall not allow occupants to park vehicles on any street or road in a manner which could cause safety issues, hinder access to such roadways, or be in violation of any laws, regulations, or ordinances. No person occupying a short-term rental shall park on any other person's property or block the driveway of any other person or property owner without permission to do so. Any law enforcement officer may impound any vehicle found parking in such a manner;
- (9) Owners and short-term rental agents shall ensure that there are never more vehicles on the property of a short-term rental than the maximum number specified in the parking plan. Any law enforcement officer or code enforcement officer may order the owners or operators of the excess number of vehicles to remove them from the property and any person refusing to do so may be cited for violating this section;
- (10) Owners and short-term rental agents shall ensure that all boats and vessels are docked in a manner consistent with the docking plan submitted with the short-term rental certificate application. Owners and short-term rental agents shall not allow occupants to dock or otherwise tie any boat or vessel to the dock of any other property owner without the permission of the property owner, or to block water access to another property owner's dock. Any law enforcement officer or code enforcement officer may order the owners or operators of the boats or vessels docked or moored in violation of this section to move their boat or vessel and any person refusing to do so may be cited for violating this section;
- (11) Owners and short-term rental agents shall ensure that there are never more boats or vessels docked or moored on a body of water adjacent to the property than the maximum number specified in the docking plan. Any law enforcement officer or code enforcement officer may order the owners or operators of the excess number of boats or vessels to remove them from the dock and any person refusing to do so may be cited for violating this section;
- (12) Owners and short-term rental agents shall ensure that no occupant goes upon any adjacent property without permission to do so;
- (13) Owners and short-term rental agents shall ensure that any and all pets present at the property are leashed or contained at all times;
- (14) Owners and short-term rental agents shall ensure that no occupant sublets the property or any rooms in the residential dwelling unit during rental;
- (15) Owners and short-term rental agents shall ensure that all external lighting is directed within the parcel and does not impact adjacent properties;

- (16) Owners and short-term rental agents shall ensure that the property has at least one 95-gallon trash container or appropriate receptacle per four person occupancy limit;
- (17) Owners and short-term rental agents shall ensure that all garbage and trash is stored in a trash container or appropriate receptacle and not be placed within or adjacent to any private or public right-of-way for a period of time greater than 48 hours;
- (18) Owners and short-term rental agents shall place the short-term rental certificate near the front door of the residential dwelling unit in a conspicuous place; and
- (19) Owners and short-term rental agents shall ensure that occupants do not use the property for any event typically held at an event venue including, but not limited to, weddings, concerts, and large parties.

**Sec. 22-164. Citations for violations; revocation of license; penalty.**

(a) *Enforcement.*

- (1) Complaints regarding a short-term rental may be provided in writing, by email, through the online code enforcement system, or by telephone to the code enforcement officer, which shall include a description of the complaint and the property address.
- (2) Complaints shall result in a notice of the complaint being directed to the short-term rental agent and owner. The short-term rental agent shall be responsible for contacting the short-term rental occupant to correct the problem.
- (3) If non-compliance with the provisions of this section occurs, the code enforcement officer, fire marshal, or law enforcement officer shall conduct an investigation whenever there is reason to believe that an owner, short-term rental agent, and/or occupant has failed to comply with the provisions of this section. Should the investigation support a finding that a violation occurred, the code enforcement officer, fire marshal, or law enforcement officer shall issue a citation providing written notice of the violation and intention to impose a penalty on the owner and short-term rental agent. The citation may be served on the owner and/or short-term rental agent by personal service on the owner and/or short-term rental agent, and shall specify the facts which, in the opinion of the code enforcement officer or law enforcement officer constitute grounds for imposition of the penalties.
- (4) Citations resulting from the enforcement of this section shall be heard in the Magistrate Court of Baldwin County.

(b) *Violations; revocation.*

- (1) A short-term rental that is determined to be operating without the necessary short-term rental certificate shall subject the owner to a penalty of \$500.00. Each day the short-term rental is rented for accommodation without a certificate shall constitute a separate violation.
- (2) Each day a violation of the provisions of this section continues, after the code enforcement officer, fire marshal, or law enforcement officer notifies the owner and/or short-term rental agent of a complaint, shall constitute a separate violation.

- (3) The penalties for violations of the provisions in this section shall be as follows:
  - a. For the first violation within any 12-month period, the penalty shall be a fine of not less than \$500.00, nor more than \$1,000.00;
  - b. For the second violation within any 12-month period, the penalty shall be a fine of \$1,000.00;
  - c. For the third violation within any 12-month period, the penalty shall be a fine of \$1,000.00; and
  - d. For any violation that occurs when more than a 12-month period has transpired, it shall start again as a first violation.
- (4) Upon a conviction of violation, the chief building official may revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.
- (5) Upon conviction of a third violation within any 12-month period, the chief building official shall revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.
- (6) Notice of revocation of the short-term rental certificate shall be provided by the chief building official to the owner and/or short-term rental agent by personal service, certified mail, or by statutory overnight delivery.
- (7) This code shall not apply to prevent new property owners from submitting an application for a short-term rental if the property is in compliance with all applicable ordinances and all code violations related to the property have been resolved.
- (8) Nothing in this section shall be construed to limit any action by the county health department to seek the remediation of any dangerous condition at the short-term rental or to take any action seeking to protect and preserve against any threat to public safety.

**Sec. 22-165. Appeal.**

(a) *Appeal rights.*

- (1) A person aggrieved by the chief building official's decision to revoke, suspend or deny a short-term rental certificate may appeal the decision to the county manager.
- (2) The appeal must be filed with the county manager's office in writing, within ten days after receiving notice of the adverse action and it shall contain a concise statement of the reasons for the appeal. The county manager shall hold an administrative hearing in consideration of the appeal and issue a decision within 30 days of receipt of the appeal.

**Sec. 22-166–22-180. – Reserved.**

**SECTION 2.**

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

enactment, believed by the Board of Commissioners to be fully valid, enforceable, and constitutional.

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

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

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

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

**SO RESOLVED**, this 2<sup>nd</sup> day of December, 2025.

**BALDWIN COUNTY, GEORGIA**

\_\_\_\_\_  
Honorable Andrew Strickland  
Chairman, Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser  
Baldwin County Clerk

DATE ADOPTED \_\_\_\_\_  
[SEAL]

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF GRANT AWARD**

**RECIPIENT:** Baldwin County

**LOCAL WORKFORCE AREA:** 011

**REGION:** 06

**GRANT NO:** SAEF-25-26-06-011

**FAIN:** 23A60AP000150

**GRANT PERIOD:**

**FROM:** 7/1/2025

**THRU:** 6/30/2027

**TOTAL FUNDS: \$ 250,000**

**Admin not to exceed: \$ 25,000**

**GRANT YEAR:** FY 2026

**PROGAM TITLE/TYPE:** I State Apprenticeship Expansion Fund Program

**CFDA NO:** 17.278

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- ☒ This award is subject to Certification Regarding the Role of the Local Grant Recipient
- ☒ This award is subject to Subrecipient Designation (if applicable)
- ☒ This award is subject to Liability Waiver
- ☒ This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- ☒ This award is subject to Certification Regarding Drug-Free Workplace Requirements
- ☒ This award is subject to Certification Regarding Debarment and Suspension
- ☒ This award is subject to Certification For Lobbying
- ☒ This award is subject to Statement of Assurances
- ☒ This award is subject to special conditions (attached)

Technical College System of Georgia  
Assistant Commissioner, Office of Workforce Development

Date Executed

I, Andrew Strickland (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

12-2-2025

Date of Acceptance

Andrew Strickland

Chairperson

Authorized Signature

Chairman

Title (typed)



**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**LIABILITY WAIVER**

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

SUBGRANT NO: SAEF-25-26-06-011

SUBGRANT PERIOD:

FROM: 7/1/2025

THRU: 6/30/2027

PROGRAM TITLE/TYPE: I State Apprenticeship Expansion Fund Program

DATE OF AWARD: 7/1/2025

EIN: 58-6000782

UNIQUE ENTITY IDENTIFIER (UEI): DQQFUGRF6MW6

Approved Indirect Cost Rate: [Insert Rate]

Fiscal Agent Risk Level:

=====

THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

=====

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title (typed)

**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF WORK**

The Technical College System of Georgia's Office of Workforce Development (OWD) is providing funds for the purposes of the Top State for Talent Sub Award Grant, intended to establish and expand Registered Apprenticeship training within the Local Workforce Development Area (LWDA). This grant award is based on the approved project proposal submitted by the subrecipient. Funds provided through this grant must not be used to duplicate existing services or to supplant other funding sources currently in use for personnel, services, or resources. All expenditures must comply with state and federal regulations governing the use of Workforce Innovation and Opportunity Act (WIOA) and USDOL Apprenticeship Grant funds, including reporting and data collection requirements. Additionally, all procurement activities under this grant must follow the federal procurement provisions outlined in the Uniform Administrative Guidelines.

The LWDA is expected to implement and manage the approved project activities in accordance with the project design detailed in the grant application. Access to and drawdown of these funds is contingent upon a finalized and approved application and the successful completion of a strategic planning session with the state-level Apprenticeship Team.

All grant funds must be fully expended by the end of the grant period, June 30, 2027.

**STATEMENT OF ASSURANCES**

**Nondiscrimination and Equal Opportunity Requirements of WIOA**

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.



- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions**

**Instructions for Certification**

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

**Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**CERTIFICATION FOR LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**Technical College System of Georgia, Office of Workforce Development**  
**GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

**STATEMENT OF ASSURANCES**

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$10,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. **Acorn Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
13. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
14. **Executive Order 12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.  
  
**Executive Order 13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.  
  
**Executive Order 13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.  
  
**Executive Order 13513:** Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
15. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
18. **Hotel-Motel fire safety:** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

19. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.
20. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”  
(<http://wdr.doleta.gov/directives/attach/TEGL/tegl19-11a9.pdf>)

12-2-2025

Date of Acceptance

Authorized Signature

Chairman

TITLE (Typed)



**Technical College System of Georgia, Office of Workforce Development**

**SPECIAL CONDITIONS**

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Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

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## Technical College System of Georgia, Office of Workforce Development

### The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)

#### INFORMATION SHEET

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

#### **Subcontracting/Sub-subcontracting**

If you are not subcontracting at this time, please indicate by writing "N/A," initialing and dating each of the Subcontractor Affidavit and Agreements. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia – Office of Workforce Development, you must complete the Subcontractor Affidavit and Agreement and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

#### **Independent Contractors**

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver's License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver's license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011**

**Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)**

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Technical College System of Georgia, Office of Workforce Development** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

184538

Federal Work Authorization User Identification Number

01/27/2009

Date of Authorization

Baldwin County

Name of Grantee

State Apprenticeship Expansion Fund Program

Name of Grant Award

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 02, DEC, 20125 in Milledgeville, Ga (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Andrew Strickland

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Technical College System of Georgia, Office of Workforce Development

### Georgia Illegal Immigration Reform and Enforcement Act of 2011 Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

OMB Approval No. 0348-0040



## ASSURANCES -- NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of

flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Chairman	
APPLICANT ORGANIZATION  Baldwin County Board Of Commisioners		Date SUBMITTED  12-2-2025

Standard Form 424B (Rev. 7-97) Back



<b>EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210</b>	<b>CLASSIFICATION</b> Reporting/Subaward/Executive Compensation
	<b>CORRESPONDENCE SYMBOL</b> OFAM/OGCM
	<b>DATE</b> November 15, 2010

**ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10**

**TO:** STATE WORKFORCE AGENCIES  
STATE WORKFORCE LIAISONS  
ALL STATE AND LOCAL WORKFORCE BOARDS  
ALL DIRECT ETA GRANT RECIPIENTS

**FROM:** JANE OATES /s/  
Assistant Secretary

**SUBJECT:** Sub-award and Executive Compensation Data Reporting Requirements  
Under the Federal Funding Accountability and Transparency Act (FFATA)

**1. Purpose.** To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

**2. References.**

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: [http://www.whitehouse.gov/sites/default/files/omb/assets/open\\_gov/OpenGovernmentDirective\\_04062010.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf)
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting [http://www.whitehouse.gov/sites/default/files/omb/open/Executive\\_Compensation\\_Reportng\\_08272010.pdf](http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reportng_08272010.pdf)
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

**3. Background.** The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans, cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on [www.USASpending.gov](http://www.USASpending.gov).

#### **4. Requirements.**

##### **A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements**

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

**For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.**

##### **B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?**

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
  - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
  - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.



### **C. Systems Registrations Required by the FFATA**

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Unique Entity ID System Award Management (SAM)
- Central Contractor Registration System (CCR)

Instructions on registration with SAM and CCR were provided in TEGL 29-08. Instructions for registering with FSRS are available on <https://www.fsrs.gov/>.

### **D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements**

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
  - Transfers of title between Federal agencies of Federally owned property;
  - Federal inter-agency transfers of award funds;
  - Cooperative Research and Development Agreements (CRDA)
  - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
  - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
  - Federal awards, if the required reporting would disclose classified information.

### **E. Webinar – Sub-award and Executive Compensation Reporting**

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

### **F. Questions**

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). ETA grantees with questions about FFATA reporting should submit inquiries to [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). Replies will come from the same mailbox address as soon as answers are available.

**5. Action Requested.** All affected grantees must report in accordance with OMB established guidelines and timeframes.

**6. Inquiries.** Questions concerning this advisory should be directed to your appropriate Regional Office.

In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

1. Federal Award Identification Number (FAIN): 23A60AP000150
2. Subawardee Unique Entity ID DQQFUGRF6MW6
3. Subawardee Name Baldwin County Board Of Commisioners
4. Subawardee DBA Name State Apprenticeship Expansion Fund Program
5. Subawardee Address 1601 N. COLUMBIA STREE, MILLEDGEVILLE, GEORGIA 31061
6. If DBA, Subawardee Parent Unique Entity ID (UEI) \_\_\_\_\_
7. Amount of Subaward \$250,000
8. Subaward Obligation/Action Date 7/1/2025
9. CFDA Program Number (s) 17.278
10. Federal Agency Name UNITED STATES DEPARTMENT OF LABOR
11. Subaward Project Description \_\_\_\_\_
12. Subaward Principle Place of Project Performance MIDDLE GEORGIA
13. Subaward Number SAEF-25-26-06-011
14. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No X  
If Yes, continue to question 15. If No, questionnaire is complete.
15. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, continue to question 16. If No, questionnaire is complete.
16. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_  
If No, continue to question 17. If Yes, questionnaire is complete.

17. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_

## RESOLUTION 2025-85

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE STATE APPRENTICESHIP EXPANSION FUND PROGRAM FOR THE OF PERIOD OF JULY 1, 2025 THROUGH June 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number SAEF-25-26-06-011 FAIN: 23A60AP000150; and

**WHEREAS**, the Grant provides funding of \$250,000 for the period of July 1, 2025 through June 30, 2027 from the State Apprenticeship Expansion Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Baldwin County, Georgia, and it 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. Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
- 4. 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.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**by and on behalf of**  
**THE UNIVERSITY OF GEORGIA**  
**COOPERATIVE EXTENSION**  
**and BALDWIN COUNTY**

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and Baldwin County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in Baldwin County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

## I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

### A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

### B. The COUNTY agrees to the following:

1. **Office and Infrastructure.** The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.
2. **Vehicles and Travel.** The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Baldwin County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.



3. **Annual Review.** The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

## II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- ☒ **A. COOPERATIVE DIRECT PAY**  
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".
- ☐ **B. COOPERATIVE CONTRACT PAY**  
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.
- ☐ **C. COUNTY FUNDED EXTENSION PERSONNEL**  
In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

### III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Baldwin** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

<b>County Personnel</b>		
Primary Contact	Carlos Tobar County Manager	Address: 1601 N. Columbia St. Suite 230 Milledgeville, Ga. 31061 Email: Ctobar@baldwincountyga.com Telephone: 478-445-4791
HR/Personnel Contact	Tesha Dixon	Address: 1601 N. Columbia St. Suite 230 Milledgeville, Ga. 31061 Email: TDixon@baldwincountyga.com Telephone: 478-445-6319
IT Contact	Local Loop	Address: 159 Garrett Way Milledgeville, Ga. 31061 Telephone: 478-453-8324
Finance/Billing Contact	Dawn Hudson	Address: 1601 N. Columbia St. Suite 230 Milledgeville, Ga. 31061 Email: Dhudson@baldwincountyga.com Telephone: 478-445-4791



<b>UGA Personnel</b>		
Primary Contact	Brittany Harrison	311 A Linda Dr NE Milledgeville, GA 31061 Brittany.Harrison@uga.edu 478-445-4394
HR/Personnel Contact	Denise Everson, DED	301 Hoke Smith Building Athens, GA 3602 deverson@uga.edu 706-542-3179 (office) 706-871-0090 (cell)
IT Contact	Chase Henson, IT Professional	Chase.Henson@uga.edu 706-542-2139
Finance/Billing Contact	Jennifer Kempt, Business Manager	300 Hoke Smith Building Athens, Ga 30602 706-542-9171 (office)

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

**IN WITNESS WHEREOF**, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

Chairman, Board of Commissioners, Baldwin County

Date: \_\_\_\_\_

  
County Extension Coordinator, Baldwin County

Date: 11/19/2025

Vice President for Public Service and Outreach, or their designee  
University of Georgia

Date: \_\_\_\_\_

## Addendum A

### COOPERATIVE DIRECT PAY

**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.



### Addendum B

#### COOPERATIVE CONTRACT PAY:

**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance; and
  - c. Pay applicable FICA taxes; and
  - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.



### Addendum C

#### **COUNTY FUNDED EXTENSION PERSONNEL**

**In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).**

**For County Funded Extension Personnel, UGA EXTENSION agrees to the following:**

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall evaluate County Funded Extension personnel using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all county employees.
5. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
6. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

**For County Funded Extension Personnel, the COUNTY agrees to the following:**

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance;
  - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
  - d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.
5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

### Addendum D

#### *IT Systems and Support.*

- a. *Internet Connectivity:* The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.
- b. *Intraoffice Network:* The County shall provide wired data connections for all computers and network devices within the Extension Office, segregated either physically or virtually from other county agencies and networks.
- c. *Network Equipment:* UGA Extension's Office of Information Technology ("UGA Extension IT") shall supply and maintain basic network switches suitable for the UGA Extension Office's operation. If UGA Extension IT determines specific network switch requirements are needed beyond UGA IT's provisions, the County agrees to install and support network devices meeting the necessary specifications as part of the existing county network infrastructure.
- d. *Wi-Fi:* UGA Extension IT shall supply basic Wi-Fi equipment to ensure adequate coverage within the Extension Office. Should UGA Extension IT determine specialized Wi-Fi equipment be required, beyond UGA Extension IT's standard provisions, the County agrees to procure and maintain such devices. Employee Wi-Fi shall allow interaction between the wired and wireless devices for employees to facilitate file sharing, printing, and scanning capabilities. Should Guest Wi-Fi be provided by a County Wi-Fi system, the traffic should be segmented and isolated from the UGA Extension employee network.
- e. *Vo-IP Phones:* County provided Vo-IP phones that attach to the UGA Extension Office network should connect back to County provided network switch hardware that may or may not be on the same network as the UGA Extension Office computers and other devices. If Vo-IP phones and UGA Extension Office computers and devices operate on separate networks, the County will provide sufficient wired ethernet ports in the UGA Extension Office for both phone and computers/devices to connect in each room as needed to their respective networks. Should the UGA Extension Office networking need to be altered to allow for Vo-IP phone installation or expansion UGA Extension IT shall be consulted prior to changes.
- f. *Network Changes:* Any modifications affecting the UGA Extension Office's data network infrastructure shall be planned in consultation with UGA Extension IT prior to implementation.
- g. *Computer Hardware & Device Support:* UGA Extension IT shall support and maintain all network devices, computers, printers, software, and other office technology installed or approved by UGA Extension IT. Office central copiers provided by county funds or



contracts shall be supported by copier company support or vendor maintenance contracts. UGA Extension IT supported equipment shall be replaced in accordance with UGA Extension IT guidelines for lifecycle management.

- h. *Computer Hardware & Device Procurement*: County Extension Office computers shall be purchased via UGA Procurement using UGA Extension IT standards, with consultation from UGA Extension IT for non-standard equipment. IT equipment purchases shall be funded through county funds or in cooperation with UGA Extension grants or programs as available.
- i. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software. County-specific software required for access to County resources shall be provided and supported by the County in collaboration with UGA Extension IT.
- j. *File Sharing & Data Storage*: UGA Extension IT shall provide space for shared file storage, either locally housed within the UGA Extension Office or on a UGA Extension IT approved online storage system. The county agrees to enable access to the approved online storage system through any county IT-managed firewalls as needed if applicable.
- k. *Office Relocations, Construction, Renovations (IT concerns)*: The County shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of IT-related equipment shall be handled by the County with UGA Extension IT available for setup assistance after move-in or project completion. UGA Extension IT shall be responsible for moving and installing networking equipment owned by UGA Extension IT.

**The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.**

## RESOLUTION 2025-86

### A RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION

WHEREAS, this Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Baldwin County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Baldwin County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

WHEREAS, the aforementioned Memorandum is hereby attached and by reference duly incorporated made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it 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. Authorization of Memorandum. The Board of Commissioners hereby authorizes the Memorandum of Understanding with the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Memorandum and to take all action necessary in conformity therewith.
4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia

## AGREEMENT FOR CONCESSION STAND OPERATOR

### Baldwin County Recreation Department

#### Highway 22 and Highway 212 Concession Stands

This agreement ("Agreement"), made and entered into this \_\_\_\_ day of January, 2026 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, exclusive of the new water park, 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 (exclusive of the new water park) 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, exclusive of the new water park, 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 be for an initial period of twelve months beginning January 1, 2026 and ending at midnight on December 31, 2026 ("Initial Term"). This Agreement shall automatically renew at the end of the Initial Term and each subsequent term thereafter for a period of twelve (12) months ("Renewal Term"), under the same terms and conditions as provided herein, unless either party sends written notice of termination. Said renewals shall be limited to four (4) Renewal Terms, which may extend the provisions of this Agreement through December 31, 2030. This Agreement may be terminated at any

time by either party for any reason by giving at least thirty (30) days' advance written notice to the other party of their intent to terminate.

- 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, exclusive of the new water park, 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 two (2) 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 or their structural layout 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. In the event of unreasonable delays in providing services or suspension of work, the County shall provide written notice of the breach to Operator.

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. 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:            OUTOFTHEPARK.INFO LLC  
                               4039 475 Industrial Blvd  
                               Macon, GA 31210

22. 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.
23. 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.



24. 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.
25. 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.
26. Binding Effect. This Agreement shall be binding on the County and Operator, as well as their assigns and successors in interest.
27. Governing Law. The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.
28. 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 in the State or Superior Court of Baldwin County, Georgia. Operator waives any objection to jurisdiction or venue being exercised by, or present in, the Superior or State Court of Baldwin County, Georgia.
29. Cumulative Rights. All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.
30. Time is of the essence of this Agreement.
31. 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.
32. 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.
33. 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.

34. 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.

35. 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.

### 36. 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]

BALDWIN COUNTY, GEORGIA (SEAL)

\_\_\_\_\_  
Honorable Andrew Strickland  
Chairman, Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser  
Baldwin County Clerk

DATE ADOPTED \_\_\_\_\_

OUTOFTHEPARK.INFO LLC (SEAL)

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

## Concession Prices

Candy	
Airhead Xtremes	\$ 2.50
Airheads	\$ 0.40
Baby Bottle Pop	\$ 2.00
Blow Pop	\$ 0.75
Bubble Tape	\$ 2.50
Candy Bars	\$ 2.50
Cotton Candy	\$2.50
Push Pop	\$ 2.00
Ring Pop	\$ 0.85

Snacks	
Boiled Peanuts	\$ 4.00
Chips	\$ 2.00
Extra Cheese/Sauce	\$ 0.50
Nachos	\$ 3.50
Pickle	\$ 1.50
Popcorn	\$ 2.50
Slim Jim	\$ 2.50
BBQ Nacho	\$ 7.25

Food	
BBQ Sandwich	\$4.00
Cheese Burger	\$3.75
Hamburger	\$ 3.50
Hot Dog	\$3.00
Sausage Dog	\$4.00

Drinks	
Body Armor	\$ 4.00
Monster Drink	\$ 3.75
Powerade	\$ 3.00
Soft Drinks	\$ 3.00
Tea/Lemonaide	\$ 2.50
Water	\$ 3.00



### RESOLUTION 2025-87

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OUT OF THE PARK.INFO, LLC TO PROVIDE CONCESSIONS AT THE BALDWIN COUNTY RECREATION DEPARTMENT FACILITIES AND FIELDS; AND FOR OTHER PURPOSES.

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 used for the sale of concessions to the users of the recreation fields and facilities; and,

WHEREAS, the County desires to continue to provide concession services to the recreation facilities on Highway 22 and Highway 212 (exclusive of the new water park); and,

WHEREAS, OUT OF THE PARK.INFO, LLC currently provides concession services and the Baldwin County Board of Commissioners desire to continue to contract with OUT OF THE PARK.INFO, LLC to provide concessions.

WHEREAS, the aforementioned Agreement for Concession Stand Operator is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it 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. Authorization of an Agreement for Concession Stand Operations. The Board of Commissioners hereby authorizes the attached Agreement of Concession Stand Operator.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Agreement for Concession Stand Operator.
4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

---

Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

---

Bo Danuser, County Clerk  
Baldwin County Georgia



## CONTRACT

### Shaved Ice Operations for Baldwin County Recreation

This agreement ("Agreement") made by and between Baldwin County, party of the first part (hereinafter called the County), and Ice Risers, LLC d/b/a Kona Ice of Lake Country, party of the second part (hereinafter called Contractor), who have been duly authorized to execute this agreement:

#### WITNESSETH:

**WHEREAS**, the County desires providing shaved ice products at Walter B Williams Park (the "Park"), and Contractor desires and agrees to furnish and deliver and perform all of the work, services, and labor and for the purposes stated in this Agreement.

**NOW THEREFORE**, 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 Contractor a license to enter into and park a shaved ice truck at the Park for the purpose of selling shaved ice products, in exchange for the services and consideration provided for herein. Contractor shall perform the services and conditions stated herein in strict and entire conformity with for the purposes stated in this Agreement.
  
- B. Term.** The term of this Agreement shall be for an initial period of twelve months beginning January 1, 2026 and ending at midnight on December 31, 2026 ("Initial Term"). This Agreement shall automatically renew at the end of the Initial Term and each subsequent term thereafter for a period of twelve (12) months ("Renewal Term"), under the same terms and conditions as provided herein, unless either party sends written notice of termination. Said renewals shall be limited to four (4) Renewal Terms, which may extend the provisions of this Agreement through December 31, 2030. This Agreement may be terminated at any time by either party for any reason by giving at least thirty (30) days' advance written notice to the other party of their intent to terminate.
  
- C. Contract Amount.** Contractor shall pay to the County twenty percent (20%) of its monthly gross proceeds less sales taxes paid derived from its use of the Park to provide shaved ice products, during the months that recreation league activities are held at the Park. All payments and supporting documentation on the total sales shall be due to the County on or before the 15<sup>th</sup> 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, Contractor 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. Shaved ice products shall be available for purchase for all recreational league events played at the Park, unless excepted with prior written approval by the Director of the Baldwin County Recreation Department. This will include opening on Saturday and Sunday for those events if there are two (2) or more teams present. This is to include scheduled practices as well as games and tournaments. The shaved ice truck must be open prior to starting hours and remain open through the scheduled event. The County shall provide schedule changes to Contractor at least seventy-two (72) hours in advance of the scheduled event. All changes should be coordinated through the Recreation Department Director.
2. Contractor shall offer a menu of shaved ice products.
3. Contractor shall accept all major credit cards (Visa, Mastercard, American Express) as a form of payment.
4. Contractor shall maintain the shaved ice truck in a clean, smoke-free, and orderly manner. Contractor shall not be responsible for the cleanliness of the area or facilities outside of the shaved ice truck.
5. Contractor shall provide adequate staff to ensure a pleasant experience for all visitors. The County shall not be responsible for providing any staffing to assist Contractor.
6. Contractor shall perform all services provided for herein in a prompt and courteous manner.
7. Contractor shall provide the County with a copy of any and all contracts between Contractor and any applicable vendors for all shaved ice products.
8. Contractor shall accept liability and legal responsibility for all of its members, employees, representatives, and agents who act on behalf of Contractor. No member, employee, representative, or agent of Contractor 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 operate the shaved ice truck.

9. The County makes no promises or representations as to the condition of the shaved ice truck or the Park. In no event shall the County be responsible for or liable to Contractor or any of its members, employees, representatives, or agents for any business loss, personal injury, or other damage, injury, or loss that the Contractor may sustain for any reason, including, but not limited to, any acts of 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 Park or shaved ice truck.
10. Contractor shall be responsible for any and all repairs or replacement of equipment used to provide the shave ice products.
11. Contractor agrees to coordinate all activities, schedule changes, or other concerns through the Recreation Department Director.
12. 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. In the event of unreasonable delays in providing services or suspension of work, the County shall provide written notice of the breach to Contractor.
13. Contractor 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, Contractor shall follow all Health Department rules and regulations for shaved ice truck operations. Contractor shall also comply with all regulations concerning licensing, sales tax and other applicable local, state and federal requirements.
14. Contractor shall provide the services contemplated by this Agreement under the supervision and to the entire satisfaction of the County.
15. Contractor 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, Contractor 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, Contractor 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 occurrence	each
Bodily Injury Liability Except Automobile	\$1,000,000 occurrence	each
Property Damage Liability Except Automobile	\$1,000,000 occurrence	each
Automobile Bodily injury & Property Damage Liability	\$1,000,000 occurrence	each
Excess Umbrella Liability	\$3,000,000 occurrence	each

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

16. 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.
17. Contractor shall not hire any subcontractor or any person or entity not a part of Contractor without the express written permission of the Director of the Baldwin County Recreation Department.
18. Should Contractor 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.

19. 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

CONTRACTOR: Ice Risers, LLC d/b/a Kona Ice of Lake Country  
1331 Sandy Creek Road  
Madison, GA 30650

20. 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 Contractor, including any covenant, easement or servitude, in the real property of the County.
21. Indemnification. Contractor 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, Contractor's breach of this Agreement, Contractor's use of the Park, or which relate to any act or omission undertaken or caused by the Contractor, its members, employees, representatives, or agents.
22. 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.
23. 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.
24. Binding Effect. This Agreement shall be binding on the County and Contractor, as well as their assigns and successors in interest.
25. Governing Law. The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.
26. 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 in the State or Superior Court of Baldwin County, Georgia. Operator waives any objection to jurisdiction or venue being exercised by, or present in, the Superior or State Court of Baldwin County, Georgia.

27. Cumulative Rights. All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.
28. Time is of the essence of this Agreement.
29. Authorization. The person executing this Agreement on behalf of Contractor warrants and represents that he or she is fully authorized to do so. Contractor 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.
30. 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.
31. 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.
32. 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.
33. 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.

#### 34. DRUG FREE WORKPLACE CERTIFICATION

The signer of this Agreement, acting as Representative of the Contractor, 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 Contractor's employees during the performance of the Agreement; and
- B. In the event Contractor hires a subcontractor to work in a Drug Free Workplace shall secure from that subcontractor the following written certification:
  - i. Subcontractor certifies to the Contractor 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.

BALDWIN COUNTY, GEORGIA (SEAL)

\_\_\_\_\_  
 Honorable Andrew Strickland  
 Chairman, Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
 Bo Danuser  
 Baldwin County Clerk

DATE ADOPTED \_\_\_\_\_

ICE RISERS, LLC (SEAL)

\_\_\_\_\_  
 By: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION R-2025-88**  
**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICE RISERS, LLC**  
**DOING BUSINESS AS KONA ICE OF LAKE COUNTRY**

WHEREAS, The Baldwin County Board of Commissioners desire to offer shaved ice to the participants and visitors to the Walter B. Williams Recreation complex; and

WHEREAS, Ice Risers, LLC doing business as Kona Ice of Lake Country currently provides the service; and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made part of this resolution.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with Ice Risers, LLC doing business as Kona Ice of Lake Country and to provide shaved ice at the Walter B. Williams Athletic Complex.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Ice Risers, LLC doing business as Kona Ice of Lake Country and to take all action necessary in conformity therewith.
4. **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.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County, Georgia

# **Language Access Plan (LAP)**

**Baldwin County, Georgia**

**December 2025**

**Required by:**

**Georgia Department of Community Affairs**

**In Conjunction With**

**The Award of Community Development Block  
Grant (CDBG) Funds**

**Baldwin County**

**1601 N. Columbia Street**

**Milledgeville, Georgia 31061**

**478-445-4791**

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### APPENDICES

- 1) "I Speak" Cards/ Poster
- 2) S1601 ACS 2019-2023 Estimates (or most recent)

## Baldwin County LANGUAGE ACCESS PLAN (LAP)

Adopted January 1, 2020

Updated December 2022

Updated November 2024

Updated December 2025

### I. GENERAL INFORMATION

Prepared By: Sara Thomas  
 Allen-Smith Consulting, Inc.  
 405 Nunnally Farm Road  
 Monroe, GA 30655  
 (770) 207-0142  
 sara@allensmithconsulting.com

List of Current Applicable Funded Grants/Programs (to be automatically amended as projects are funded):

1. Grantee: Baldwin County, GA  
 CDBG Grant Number: #24b-y-005-1-6371 (Funded FY 2024)  
 Target Area: Vinson Highway SE, Marion Street and Thompson Circle **(Census Tract 9707.02: 1.6% LEP: Spanish, 1.6% LEP/ Target Area Tally Sheet revealed 9 Hispanic persons)**
2. Grantee: Baldwin County, GA  
 CDBG Grant Number: #25b-y-005-1-6776 (Funded FY 2025)  
 Target Area: Barnes Avenue, S. Edwards Street, S. Elbert Street and Milledgeville Manor **(Census Tract 9707.02: 1.3% LEP: Spanish, 0.7% LEP/ Target Area Tally Sheet revealed No Hispanic persons)**

This *Language Access Plan* has been prepared to address Baldwin County's responsibilities as a recipient of federal financial assistance from Georgia Department of Community Affairs programs & grants funded by HUD as they relate to the needs of individuals with limited English language skills.

The plan has been prepared to ensure compliance with HUD's guidance and Title VI of the Civil Rights Act of 1964, and its implementing regulations. Under HUD's guidance, Baldwin County must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).



Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including Baldwin County.

Baldwin County has developed this *Language Access Plan* to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency (LEP) who wish to access services provided through programs funded by the Georgia Department of Community Affairs/HUD. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

To prepare this plan, Baldwin County used HUD's four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Community Improvement programs;
2. The frequency with which LEP persons encounter HUD funded programs;
3. The nature and importance of the HUD funded programs and services provided by Baldwin County to the LEP population;
4. The resources available to Baldwin County and overall cost to provide LEP assistance.

### SAFE HARBORS

In accordance with HUD Safe Harbors for LEP, Baldwin County will translate written HUD related project documents for groups that are at least 5% of the population eligible (and more than 50 persons) or 1,000 persons, whichever is less. If there are fewer than 50 persons in a language group that reaches the 5% trigger above, Baldwin County will not translate the vital HUD related written materials, but will provide written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

The size of the language group determines the recommended provision for written language assistance.

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

## II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

### 1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the programs.

Baldwin County's staff reviewed the S1601 2019-2023 American Community Survey 5-year estimates and determined that of the population of 41,655 persons over 5 years of age, 1,650 persons in Baldwin County (4.0% of the total population) speak a language other than English. Of those 1,650 persons, 544 (1.3% of the total population & 32.9% of the population speaking a language other than English) have limited English proficiency; that is, they speak English less than "very well". In Baldwin County, of those persons who speak a language other than English, 747 speak Spanish, 113 speak Other Indo-European languages, 560 speak Asian and Pacific Island languages and 230 speak Other languages. *See Appendix 2 of this Plan for ACS Estimates.*

Language Spoken*	# of Residents Over 5 Years of Age*		Speaks English Less Than "Very Well"*	
English	40,005	(96.0%)	N/A	
Spanish	747	(1.8%)	306	(0.7%)
Other Indo-European	113	(0.3%)	12	(0.1%)
Asian & Pacific	560	(1.3%)	226	(0.5%)
Other Languages	230	(0.6%)	0	(N/A)
<b>Total</b>	<b>41,655</b>	<b>(100.0%)</b>	<b>544</b>	<b>(1.3%)</b>

A review of the residents that were in Baldwin County's FY 2025 25b-y-005-1-6776 Target Area (funded FY 2025) reveals 213 Black persons, 1 Black/White person and 9 White persons. Of those, there are no Hispanic people. This does not meet the threshold described above for translating vital documents or translated written notice of right to receive free oral interpretation of documents. Oral Interpretation Services are available for clients upon request. However, in the past, all our customers have provided their own translator with whom they are comfortable sharing personal information. Survey information for past projects are on file with the County. Individual surveys are confidential. However, the Grand Total Survey Tally Sheet is available for review.

#### 1. Grantee: Baldwin County, GA

CDBG Grant Number: #24b-y-005-1-6371 (Funded FY 2024)

Target Area: Vinson Highway SE, Marion Street and Thompson Circle (Census

Tract 9707.02: 1.6% LEP: Spanish, 1.6% LEP/ Target Area Tally Sheet revealed 9 Hispanic persons)



2. Grantee: Baldwin County, GA

CDBG Grant Number: #25b-y-005-1-6776 (Funded FY 2025)

Target Area: Barnes Avenue, S. Edwards Street, S. Elbert Street and Milledgeville Manor (Census Tract 9707.02: 1.3% LEP: Spanish, 0.7% LEP/ Target Area Tally Sheet revealed No Hispanic persons)

**2. The frequency with which LEP persons encounter HUD funded programs & services.**

Baldwin County's staff reviewed the frequency with which staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits, as well as public hearings and interactions during surveys. Over the past two years, Baldwin County staff has had no requests for interpreters and no requests for translated program documents.

Frequency of Interaction: Annually

For Project Applications:

- a. When notifying the public about the potential grant and activities
- b. When surveying income in the target area
- c. When determining preliminary eligibility for housing activities, if applicable

For Homeowner Rehabilitation/Reconstruction/Down-Payment Assistance, if applicable:

- a. When notifying the public about the grant award and activities
- b. When seeking applicants to participate in the program (See the CHIP Contract Condition Affirmative Marketing Plan for local methods to advertise the program to potential homeowners)
- c. When seeking qualified contractors
- d. When working with homeowners selected for assistance

**3. The nature and importance of programs, activities or services provided by the Planning and Community Development Department to the LEP population.**

Housing plays a critical role in maintaining quality of life. Baldwin County is committed to ensure access to safe, sanitary and affordable housing for our eligible clients. Outreach throughout the community helps to ensure an awareness of our programs. The majority of the County's population- 96.3% speak English. Other than English speaking individuals, County staff are most likely to encounter Spanish speaking LEP individuals through office visits, phone conversations and during surveys. Upon client request, Baldwin County will provide oral interpreters using bi-lingual employees or qualified contract interpreters. To date, all LEP individuals have provided their own interpreter-a child or friend.

Nature of the Program(s): Infrastructure and Housing

Importance of the Program(s): Denial or delay of access to services or information would not have serious or life-threatening implications for the LEP individual.

#### **4. The resources available to Baldwin County, and overall cost to provide LEP assistance.**

Baldwin County reviewed its available resources that could be used for providing LEP assistance, including which of its documents would be most valuable to be translated if the need should arise. An "I Speak" card/poster will be made available to determine needed language translations. A notice (see below) will be posted in all ads for GA DCA/HUD programs regarding who to contact should language assistance be needed. Language translation, if needed, would be provided through the available bi-lingual staff and/or the Language Line for which Baldwin County would pay a fee.

### **III. LANGUAGE ASSISTANCE**

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to Planning and Development services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

The Name of the individual at Baldwin County responsible for coordination of LEP Compliance is:

Carlos Tobar, County Manager  
Baldwin County  
1601 N. Columbia Street, Suite 230  
Milledgeville, GA 31061  
478-445-4791  
Email: ctobar@baldwincountyga.com

How the Planning and Community Development Department staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation services free of charge in languages LEP persons would understand;
- Add statement (see below) to public meeting and event notices concerning GA DCA/HUD programs;
- All Planning and Community Development Department staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year; and
- When Planning and Community Development Department staff conducts a Public Hearing, an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event (unless previously requested) it will help identify the need for future events; and
- Language Identification Cards/Posters will be used as necessary to determine a client's language needs.



**Language Assistance Measures**-Although there is a small percentage in Baldwin County of eligible LEP households, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

1. The Planning and Community Development Department staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:
  - Interpreters for the Spanish language if available will be provided within a reasonable time period; or
  - Language interpretation will be accessed through Language Line Solutions.
3. Language Identification Cards/Posters will be used as necessary to determine a client's language needs.
4. The following statements will be added to public meeting and event notices concerning GA DCA/HUD programs:

*"Baldwin County is committed to providing all persons with equal access to its services, programs, activities, education and employment regardless of race, color, national origin, religion, sex, familial status, disability or age. For reasonable accommodation for persons with special needs relating to handicapped accessibility or foreign language should contact Carlos Tobar at 478-445-4791. He can be reached at this number or by email at ctobar@baldwincountyga.com. Persons with hearing disabilities may consider using the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135."*

#### **IV. STAFF TRAINING**

The following training will be provided to all Planning and Community Development Department staff:

- Information on the Title VI Policy and LEP responsibilities;
- Description of language assistance services offered to the public;
- Documentation of language assistance requests; and
- How to handle a potential Title VI/LEP complaint.

All contractors, subcontractors and sub-recipients performing work for or receiving federal funds for Community Development projects will be required to follow the Title VI/LEP guidelines.



## **V. TRANSLATION OF DOCUMENTS**

- Baldwin County weighed the cost and benefits of translating documents for potential LEP groups.

The County has numerous bilingual (Spanish/English) employees who are used to translate when a language barrier is apparent. Due to the infrequency of the encounters with LEP individuals, Baldwin County's written materials are English-only. Any request for the language translation of the documents will be reviewed and accommodated if the accommodation is reasonable and necessary. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time no documents require translation.

- Due to the relatively small eligible local LEP population, the County does not have a formal outreach procedure in place at this time. Translation resources have been identified. When and if the need arises for LEP outreach, the County will consider the following option:

-When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then relevant documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population, if requested.

## **VI. MONITORING AND UPDATING THE LAP PLAN/TERM OF THE PLAN**

Baldwin County will update the LAP Plan as required. At a minimum, the plan will be reviewed and updated every five years using American Fact Finder for census information, when a new HUD funded project is approved, or when it is clear that higher concentrations of LEP individuals are present in Baldwin County. Updates will include the following:

- The number of documented LEP person contacts encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether the County's financial resources are sufficient to fund language assistance resources needed;
- Determine whether the County fully complies with the goals of this LAP Plan; and
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

**TERM OF PLAN:** This plan will remain in place for five (5) years from the date of adoption including all updates and revisions over the course of the five (5) years. A new plan will be prepared and adopted every five (5) years.

## VII. DISSEMINATION OF BALDWIN COUNTY'S LAP PLAN

The LAP Plan will be on Baldwin County's website page and provided to anyone requesting the information.

## VIII. RECORDS

Baldwin County will maintain records in the County Clerk's office regarding its efforts to comply with Title VI LEP obligations. These records will be reviewed periodically and open to the public in an effort to improve service.

## IX. COMPLAINTS/FINDINGS

Any person who believes they have been denied the benefits of this LAP or that the County has not complied with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations may file a complaint with the County LAP Coordinator. The County LAP Coordinator may be the first point of contact for any complaints or appeals, but the DCA LAP Coordinator must be informed of all complaints and appeals. The LAP Coordinator will provide oversight of the complaint/appeal resolution process. To file a complaint, submit the written complaint to:

Carlos Tobar, County Manager  
Baldwin County  
1601 N. Columbia Street, Suite 230  
Milledgeville, GA 31061  
478-445-4791  
Email: ctobar@baldwincountyga.com

Or

DCA 504 Coordinator  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
[fairhousing@dca.ga.gov](mailto:fairhousing@dca.ga.gov)

## X. AVAILABLE FEDERAL LEP RESOURCES

HUD's LEP Website:

<http://www.hud.gov/offices/fheo/lep.xml>

Federal LEP Website:

<http://www.lep.gov/>

LEP and Title VI Videos:

<http://www.lep.gov/video/video.html>

"I Speak" Card:

<http://www.lep.gov/ISpeakCards2004.pdf>

## APPENDICES

1. **"I SPEAK CARDS"/POSTER**
2. **S1601 American Community Survey (ACS) 2019-2023 Estimates — *Language Spoken at Home***

## **APPENDIX 1**

### **"I SPEAK CARDS" I SPEAK POSTER**



**2004  
Census  
Test**

United States  
**Census  
2010**

**LANGUAGE IDENTIFICATION FLASHCARD**

- |                          |  |                        |
|--------------------------|--|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.                          | 1. Arabic              |
| <input type="checkbox"/> | Խոսողում եմք Նշում կատարեք այս բառակազմում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian            |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।                         | 3. Bengali             |
| <input type="checkbox"/> | ឈ្មួញក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។                               | 4. Cambodian           |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.   | 5. Chamorro            |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。   | 6. Simplified Chinese  |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。   | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.                | 8. Croatian            |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.                         | 9. Czech               |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken.                    | 10. Dutch              |
| <input type="checkbox"/> | Mark this box if you read or speak English.                                    | 11. English            |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.                   | 12. Farsi              |



- |                          |  |                    |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | Cocher ici si vous lisez ou parlez le français.                                      | 13. French         |
| <input type="checkbox"/> | Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.                | 14. German         |
| <input type="checkbox"/> | Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.                            | 15. Greek          |
| <input type="checkbox"/> | Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.                                | 16. Haitian Creole |
| <input type="checkbox"/> | अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।                       | 17. Hindi          |
| <input type="checkbox"/> | Kos lub voj no yog koj paub twm thiab hais lus Hmoob.                                | 18. Hmong          |
| <input type="checkbox"/> | Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.                   | 19. Hungarian      |
| <input type="checkbox"/> | Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.                    | 20. Ilocano        |
| <input type="checkbox"/> | Marchi questa casella se legge o parla italiano.                                     | 21. Italian        |
| <input type="checkbox"/> | 日本語を読んだり、話せる場合はここに印を付けてください。   | 22. Japanese       |
| <input type="checkbox"/> | 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.   | 23. Korean         |
| <input type="checkbox"/> | ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືຢາກພາສາລາວ.   | 24. Laotian        |
| <input type="checkbox"/> | Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish         |

- ☐ Assinale este quadrado se você lê ou fala português. 26. Portuguese
- ☐ Însemnați această căsuță dacă citiți sau vorbiți românește. 27. Romanian
- ☐ Пометьте этот квадратик, если вы читаете или говорите по-русски. 28. Russian
- ☐ Обележите овај квадратић уколико читате или говорите српски језик. 29. Serbian
- ☐ Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. 30. Slovak
- ☐ Marque esta casilla si lee o habla español. 31. Spanish
- ☐ Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. 32. Tagalog
- ☐ ให้กาเครื่องหมายลงในช่องดำฟานอ่านหรือพูดภาษาไทย. 33. Thai
- ☐ Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. 34. Tongan
- ☐ Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. 35. Ukrainian
- ☐ اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ 36. Urdu
- ☐ Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. 37. Vietnamese
- ☐ באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. 38. Yiddish



## A

Amharic

አኒ የምናገረው አማርኛ ነው።

Arabic

أنا أتكلّم العربية

Armenian

Ես խոսում եմ հայերենի

## B

Bengali

আমি বাংলা বলতে পারি

Bosnian

Ja govorim bosanski

Bulgarian

Аз говоря български

Burmese

ကျွန်တော်/ကျွန်းမ မြန်မာ ခုစုံ ချဉ်းတတ် ပါတယ်

## C

Cambodian

ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese

我講廣東話 (Traditional)

我讲广东话 (Simplified)

Catalan

I parlo català

Croatian

Govorim hrvatski

Czech

Mluvim česky

## D

Danish

Jeg taler dansk

Dari

من دری حرف می زنم

Dutch

Ik spreek het Nederlands

## E

Estonian

Ma räägin eesti keelt

## F

Finnish

Puhun suomea

French

Je parle français

## G

German

Ich spreche Deutsch

Greek

Μιλώ τα ελληνικά

Gujarati

હું ગુજરાતી બોલુ છું

## H

Haitian Creole

M pale kreyòl ayisyen

Hebrew

אני מדבר עברית

Hindi

मैं हिंदी बोलता हूँ ।

Hmong

Kuv hais lus Hmoob

Hungarian

Beszlek magyarul

## I Speak...

## Language Identification Guide

## I

Icelandic

Ég tala íslensku

Indonesian

Saya berbicara bahasa Indonesia

Ilocano

Agsaonak ti Ilocano

Italian

Parlo italiano

## J

Japanese

私は日本語を話す

## K

Korean

한국어 합니다

Kurdish

min azanim Ba Kurdi Qsa bkam

Kurmanji

as zanîm eb kurmanji baxvim

## L

Laotian

ຂອບຢາກພາສາລາວ

Latvian

Es runāju latviski

Lithuanian

Aš kalbu lietuviškai

## M

Mandarin

我講國語

(Traditional)

我讲国语/普通话 (Simplified)

Mongolian

би монгол хэл ярьдаг

## N

Norwegian

Jeg snakker norsk

## P

Persian

من فارسی صحبت می کنم

Polish

Mówię po polsku

Portuguese

Eu falo português do Brasil (for Brazil)

Eu falo português de Portugal (for Portugal)

Punjabi

ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ ਹਾਂ।

Human trafficking is a form of modern-day slavery and involves the use of force, fraud, or coercion to exploit men, women or children and subject them into some type of labor or commercial sex act. Any minor exploited for commercial sex is a victim of human trafficking, even if not induced by force, fraud, or coercion.

Trafficking victims can be any age, race, gender, or nationality. Victims can find themselves in a foreign country and may not speak the language.

Report human trafficking to the U.S. Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) Tip line at 1-866-347-2423 or online at [www.ice.gov/tips](http://www.ice.gov/tips). The HSI Tip line is available 24/7 with language capability in over 300 languages and dialects. If calling from outside the United States, please call the non-toll free worldwide number of 802-872-6199."

To get help from the National Human Trafficking Resource Center (NHTRC) call 1-888-373-7888 or text HELP or INFO to BeFree (233733). The NHTRC is a national, toll-free hotline available to answer calls from anywhere in the country, 24 hours a day, 7 days a week, every day of the year with language capability in over 170 languages. The NHTRC is not a law enforcement or immigration authority and is operated by a nongovernmental organization funded by the federal government.

To get digital copies of this poster or "I Speak" booklet, visit [www.dhs.gov/blue-campaign](http://www.dhs.gov/blue-campaign) or contact the DHS Blue Campaign at [BlueCampaign@hq.dhs.gov](mailto:BlueCampaign@hq.dhs.gov)

## R

Romanian

Vorbesc românește

Russian

Я говорю по-русски

## S

Serbian

Ja govorim српски

Sign Language (American)



Slovak

Hovori slovenská

Slovenian

Govorim slovensko

Somali

Waxaan ku hadlaa af-Soomaali

Spanish

Yo hablo español

Swahili

Ninaongea Kiswahili

Swedish

Jag talar svenska

## T

Tagalog

Marunong akong mag-Tagalog

Tamil

நான் தமிழ் பேசுகிறேன்

Thai

พูดภาษาไทย

Turkish

Türkçe konuşurum

## U

Ukrainian

Я розмовляю українською мовою

Urdu

میں اردو بولتا ہوں

## V

Vietnamese

Tôi nói tiếng Việt

## W

Welsh

Dwi'n siarad Cymraeg

## X

Xhosa

Ndithetha isiXhosa

## Y

Yiddish

איך רעד יידיש

Yoruba

Mo nso Yorùbá

## Z

Zulu

Ngiyaxikhumla isiZulu



[www.dhs.gov/blue-campaign](http://www.dhs.gov/blue-campaign)  
Email: [BlueCampaign@hq.dhs.gov](mailto:BlueCampaign@hq.dhs.gov)  
Report suspicious activity to  
1-866-347-2423

## **APPENDIX 2**

### **S1601 American Community Survey (ACS) 2019-2023 Estimates – Language Spoken at Home**

Baldwin County, Georgia									
Total		Percent		Percent of specified language speakers					
Label	Estimate		Estimate	Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"	
				Estimate	(X)	Estimate	(X)	Estimate	Estimate
Population 5 years and over	41,655	(X)	41,111	98.7%	(X)	544	1.3%		
Speak only English	40,005	96.0%	(X)				(X)		
Speak a language other than English	1,650	4.0%	1,106	67.0%		544	33.0%		
SPEAK A LANGUAGE OTHER THAN ENGLISH									
Spanish	747	1.8%	441	59.0%		306	41.0%		
5 to 17 years old	127	0.3%	70	55.1%		57	44.9%		
18 to 64 years old	544	1.3%	336	61.8%		208	38.2%		
65 years old and over	76	0.2%	35	46.1%		41	53.9%		
Other Indo-European languages	113	0.3%	101	89.4%		12	10.6%		
5 to 17 years old	0	0.0%	0	-		0	-		
18 to 64 years old	94	0.2%	82	87.2%		12	12.8%		
65 years old and over	19	0.0%	19	100.0%		0	0.0%		
Asian and Pacific Island languages	560	1.3%	334	59.6%		226	40.4%		
5 to 17 years old	194	0.5%	194	100.0%		0	0.0%		
18 to 64 years old	341	0.8%	115	33.7%		226	66.3%		
65 years old and over	25	0.1%	25	100.0%		0	0.0%		
Other languages	230	0.6%	230	100.0%		0	0.0%		
5 to 17 years old	54	0.1%	54	100.0%		0	0.0%		
18 to 64 years old	176	0.4%	176	100.0%		0	0.0%		
65 years old and over	0	0.0%	0	-		0	-		
CITIZENS 18 YEARS AND OVER									
All citizens 18 years old and over	34,940	(X)	34,642	99.1%	(X)	298	0.9%		
Speak only English	33,973	97.2%	(X)				(X)		
Speak a language other than English	967	2.8%	669	69.2%		298	30.8%		
Spanish	501	1.4%	317	63.3%		184	36.7%		
Other languages	466	1.3%	352	75.5%		114	24.5%		



## RESOLUTION R-2025-89

**A RESOLUTOIN TO ADOPT THE UPDATED LANGUAGE ACCESS PLAN AS  
REQUIRED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ELIGIBILITY**

WHEREAS, Baldwin County Board of Commissioners wishes to be in accordance with Title VI non-discrimination laws regarding the provision of appropriate access to services and activities provided by federal agencies and recipients of federal assistance, and

WHEREAS, Baldwin County is in receipt of Housing and Urban Development (HUD) funding through the Community Development Block Grant (CDBG) program, and

WHEREAS, the Georgia Department of Community Affairs (DCA) has encouraged and provided guidance for the adoption of a Language Access Plan (LAP) for Limited English-Speaking Persons (LEP),

NOW, THEREFORE, BE RESOLVED, that Baldwin County has prepared and is updating its adopted Language Access Plan (LAP) related to the awarded FY 2025 CDBG funding of the Sewer and Housing Improvements, and

BE IT FURTHER RESOLVED, that Carlos Tobar, County Manager has been named in the LAP as the LAP Coordinator, and

BE IT FURTHERRESOLVED, that the LAP will be updated as new Census Data regarding LEPs is presented and/or a new CDBG or other Federal grant is awarded and requires the LAP to be updated or revised.

BE IT RESOLVED this 2<sup>nd</sup> day of December, 2025.

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Andrew Strickland, Chairman  
Baldwin Count Board of Commissioners

**CERTIFICATION**

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Baldwin County Board of Commissioners on the date so stated in said Resolution. I further certify that I am Bo Danuser, County Clerk and that said Resolution has full force and effect the 2<sup>nd</sup> day of December, 2025.

ATTEST: [SEAL]

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Bo Danuser, County Clerk  
Baldwin County, Georgia

Baldwin County  
Housing Policies & Procedures  
Community Development Block Grant (CDBG)  
25B-Y-005-1-6776

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## INTRODUCTION

The following document is an incorporation of Policies and Procedures for all programs related to this specific project which includes Housing Rehabilitation and Reconstruction Assistance.

## SOURCES OF FUNDING

Baldwin County has received a grant of \$1,250,000, of which \$298,750 will be used for housing rehabilitation and reconstruction activities. At the time of the CDBG application submittal, the county was not proposing any rehabilitation activities. The Georgia Department of Community Affairs awards these funds to remove blight and revitalize substandard housing within the County's Oconee Heights Community, which has been identified as the 2025 CDBG Target Area.

## TARGET AREA IDENTIFICATION

The project activity location is the Oconee Heights target area, Baldwin County, Georgia.

## PROGRAM GOALS AND OBJECTIVES

**GOAL:** To reduce blighted conditions and eliminate threats to health and safety created by substandard and dilapidated Housing conditions in the target area.

**OBJECTIVE:** Provide decent, safe, and sanitary housing to low- and moderate-income people who do not now occupy such housing.

## SUMMARY OF PROGRAM

This program will provide decent, safe, and sanitary housing in the project activity area and bring specific housing units up to minimum state housing codes.

## OWNER PORTION REQUIREMENTS

- \* Based on family size, families with gross annual incomes within 0 – 30% Area Median Income will be required to provide a one-time payment of \$500 for rehabilitation/reconstruction.
- \* Based on family size, families with gross annual incomes within 30 – 50% Area Median Income will be required to provide a one-time payment of \$750 for rehabilitation/reconstruction.
- \* Based on family size, families with gross annual incomes within 50 – 80% Area Median Income will be required to provide a one-time payment of \$1,000 for rehabilitation/reconstruction.

Because this housing program involves substantial rehabilitation, Baldwin County requires that before a construction contract is executed, the homeowner that intends to sign the CDBG legal documents or his/her representative must attend a Home Owner's Counseling Course and provide a certificate of course completion to the Baldwin County Clerk or contact Ms. Rhonda Gilbert, Grant Administrator, at 678-447-5425 to make arrangements to provide the certificate.

The Course will be scheduled and is mandated for all homeowners or their representative to attend on specific dates as offered by the following entity, but other options may be available and will be



considered on a case-by-case basis:

Baldwin County will host a housing fair and will notify all participating homeowners as to the date, time and location.

## **FAIR HOUSING POLICY**

Baldwin County Fair housing policy includes but is not limited to the following activities:

1. Brochures outlining Fair Housing will be distributed to all persons attending public hearings and community meetings related to this project.
2. A Fair Housing document will be posted at the Baldwin County Government Building.
3. Records will be kept on everything the County does in the area of fair housing related to this project.
4. Fair Housing logos will be placed on all documents related to this program.

## **PURPOSE AND AVAILABILITY OF MINIMUM PROPERTY STANDARDS**

Minimum property standards are for the purpose of determining what work is eligible and the levels of standards of which construction will be performed under the housing rehabilitation/reconstruction assistance program of this block grant project. At a minimum subject property standards will meet suitable housing standards. A copy of the minimum property standards is attached as Exhibit 1 to this document. The standards that have been adopted by the local government and will be followed by this program supersede these minimum property standards. All work to be performed on housing units will be in compliance with the most recent International Residential Codes for 1 and 2-family dwellings and all amendments. (International Building Code) as well as the following codes:

\*International Building Code  
 \*National Electric Code  
 \*International Mechanical Code  
 \*Ga. State Energy Code  
 \*International Fire Prevention Code

\*International Gas Code  
 \*International Plumbing Code

## **GENERAL PROPERTY IMPROVEMENTS**

General Property improvements (GPI'S) which are modest and typical to housing in Georgia, may be included, provided that such items do not exceed 20% of the owner's portion of assistance.

## **MINIMUM STANDARDS OF APPRAISALS**

Baldwin County will only use appraisers certified in accordance with the Real Estate Licensing Certification Act (see Exhibit 5) to appraise properties within the project activity location that are deemed to be worth a dollar amount that exceeds \$15,000 in value. This appraisal will be the basis on which a “Determination of Just Compensation” will be made. The owner of the property will be invited to accompany the appraiser at the time of the appraisal. This invitation will be provided to the owner a minimum of three days prior to the visit of the appraiser to the property.

## **MINIMUM QUALIFICATIONS FOR APPRAISERS**

Appraisers Contracted for this project must be certified under the Real Estate Appraiser Licensing and Certification Act of the Federal Regulation 49c FR Part 24 Section 24.103 and must hold current business license in the State of Georgia. This person shall not have a direct interest in the property or be related to or in business with anyone who has an interest in the property to be acquired.

## **CONDEMNATION POLICY AND AUTHORITY**

Every effort will be made by Baldwin County to negotiate a price for property and/or structures to be acquired in this project. However, if all negotiations fail, Baldwin County will be authorized to exercise the Power of Eminent Domain.

## **APPEALS POLICY AND PROCEDURES**

Baldwin County has developed an appeals policy and procedure for all applicable activities related to this CDBG project. The policy states that all persons submitting an application for assistance and receiving assistance under the Community Development Block Grant Program within the project activity location has the right to appeal any and all decisions for assistance and any types of assistance they may be eligible for. A copy of this policy and procedure is attached as Exhibit 8.

## **FINANCIAL PLAN**

Only broad statements will be covered in this section. Specific information concerning the financing techniques for housing rehabilitation and reconstruction will be provided in the section under program procedures. Every effort will be made to provide families with assistance within the project activity location.

## **APPLICANT ELIGIBILITY REQUIREMENTS**

All persons requesting CDBG funds will be required to complete an application for housing assistance. The application will assist in determining if the applicant is eligible for such assistance. This procedure is described under the housing rehabilitation section of this document.

## **REHABILITATION/RECONSTRUCTION ADVISOR**

A rehabilitation/reconstruction advisor shall be utilized to perform housing activities in this program. That advisor shall have no less than five (5) years of experience. The duties to be performed by the advisor are attached as Exhibit 11 to these policies and procedures.

All persons receiving public benefits under this program will be required to sign an Affidavit verifying the status of the County public benefit application form. **(Ref. O.C.G.A 50-36-1)** See Attachments for copy of form.

## **EXCLUSIONS AND ADJUSTMENTS TO APPLICANT'S INCOME**

The income of the dependent child or children, as defined by the United States Internal Revenue Service, shall be excluded from the applicant's income. However, a child or children's income shall be counted in determining the applicant's income in cases where the child or its representative payee agrees to pay the applicant a stated sum on a regular basis for current maintenance.

## **RECONSTRUCTION**

Housing units will be reconstructed if they meet the criteria as established in the Housing Rehabilitation Feasibility Analysis.

## **TEMPORARY RELOCATION BENEFITS**

### **Owner Occupied Units:**

Generally, under this grant program, temporary relocation will not be offered for owner-occupied housing units. However, if there is a special case where a family may not have someone to live with or may not be able to afford a temporary place to live while construction is underway, the Grant Administrator may allow temporary relocation. If temporary relocation is deemed necessary, this would only be allowed for the reconstruction activity.

### **Rental Rehabilitation Units:**

During the time of displacement, persons being temporarily displaced will be provided advisory services and reimbursement for all relocation, including moving, increased housing and utility cost deemed reasonable and necessary by the Baldwin County project administrator.

A. U.R.A. - When necessary or appropriate, residential tenants who will not be required to move permanently but may be required to relocate temporarily for the project. All conditions of temporary relocation must be reasonable. At a minimum, the tenant shall be provided:

1. Reimbursement for all reasonable out-of-pocket expenses incurred in connection with temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility cost such as housing.
2. Appropriate advisory services, including reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and (d) The provisions of paragraph (1) written above.

## **ELIGIBLE/INELIGIBLE CONTRACTOR REQUIREMENTS**

Contractors will be deemed eligible by the Project Administrator and Baldwin County only after a “Contractors Application for Registration” has been completed and is approved. All contractors performing work that requires a state license will be required to have a General Contractors license issued by the State of Georgia.

### **INELIGIBLE CONTRACTORS**

Baldwin County or the Project Administrator shall remove any contractor from the approved contractors list for one or more of the following reasons:

1. Continuous performance of unsatisfactory (poor quality) work, as deemed by Baldwin County or project administrator.
2. Failure to maintain required insurance.
3. Failure to pay subcontractors and/or material dealers.
4. Failure to respond to grievances from homeowners.
5. Failure to respond to warranty work in a timely fashion.
6. Failure to maintain current license and/or registration.
7. Insolvency, bankruptcy, or other conduct or condition which has resulted in a monetary loss to a homeowner in connection with any contract funded through a state or federal program.
8. Failure to complete contract work or abandonment of a job.
9. Withdrawal of bid without justification.
10. Conviction of a crime in connection with any contract work, or connection with payment, or receipt of funds from ANY state or federally funded program.

### **APPLICANTS - CONTRACTORS TERMS AND CONDITIONS**

All applicable state and federal regulations, equal opportunity provisions, conflicts of interest, etc. are incorporated into all construction contracts for housing rehabilitation/reconstruction to ensure that all housing goals and objectives are met. Sample contract is attached as Exhibit 7.

### **CONTINGENCY**

Contingencies will be set aside to address any hidden or unforeseen deficiencies that arise after housing construction contracts have been executed.

### **BIDDING POLICY**

Gilbert+Associates, Inc. staff will be responsible for conducting all bid openings. The bidding process for housing activities will be open, free competitive process. The homeowner does, however, retain the right to the negotiation process to ensure all housing goals and objectives are met to the fullest extent. See Exhibit 2: Owners Selection of Bidding Method and Contractor.

### **Lead Based Paint Hazard Removal**

Testing for lead hazards will be necessary on any housing unit constructed prior to 1978 in which housing rehabilitation is proposed. A complete copy of the Requirements for Notification, Evaluation and Reduction of Lead Based Paint Hazards is attached as Exhibit 6 to this document.

## PROGRAM DEFINITIONS

The following are definitions of terms for this program:

**AFTER REHAB APPRAISAL:** The highest price a property will bring after rehabilitation if exposed for sale on the open market, allowing a reasonable time to find a buyer who buys with knowledge of all uses for which the property is capable of being used or adapted. The value must reflect the consideration of the neighborhood upgrading expected as a result of the rehabilitation program.

**AREA:** Program activity location as prescribed in the 2024 Baldwin County CDBG application. A map is attached to this document as Exhibit 14.

**CODE VIOLATION:** A violation of the Minimum State Housing Codes See MPS Exhibit 1.

**DATE CERTAIN:** Date and time a loan is scheduled for settlement.

**DECENT SAFE AND SANITARY DWELLING:** A dwelling which meets applicable housing and occupancy codes. Any of the following standards which are not met by an applicable code shall apply, unless waived for good cause by the federal agency funding the program. The dwelling shall: be structurally sound, weather tight and in good repair; contain safe electrical wiring system adequate for lighting and electrical devices; contain a heating system capable of sustaining a healthful temperature of approximately 70 degrees for a displaced person, except those areas where local climatic conditions do not require such a system. If cooling is determined to be as critical as heating for a particular area, the displacing agency may require that an adequate cooling system be provided; adequate in size with respect to the number of rooms and area of living space needed to accommodate the family. There shall be separate, well-lighted, ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall and a toilet all in good working order and properly connected to appropriate sources of water and sewer drainage connections. There shall also be a kitchen area that contains a fully working sink which is properly connected to hot and cold water and the sewage drainage system. Adequate space and utility service connections shall also be present for a stove and refrigerator.

Structure shall provide unobstructed ingress and egress to safe open space at ground level. A second story unit shall have direct access through a common corridor and the corridor must have at least two means of egress; persons with handicap disabilities must be provided with a dwelling free of any barriers which would hinder reasonable ingress or egress.

**DEFAULT:** Failure of a mortgage to perform in accordance with the terms of the mortgage.

**DEFERRED PAYMENT LOAN:** A zero interest loan to "target area" homeowner. Families who own and occupy their homes will be required to enter into an Owner Occupied repayment agreement which stipulates that the recipient will not transfer title of ownership of the home for the period of affordability stated in the Owner Occupied Repayment Agreement which would be 5, 10 or 15 years based on the amount of CDBG funds spent on the unit.

**DILAPIDATED:** A substandard dwelling unit that does not meet the "Structural and/or Financial Feasibility" criteria of the Rehabilitation Feasibility Test.

**DWELLING:** Permanent or customary and usual residence of a person, according to local custom or law. This includes a single-family house, multi-purpose property; condominium or cooperative housing project, a non-housekeeping unit; mobile home; or any other residential unit.



FEASIBLE FOR REHABILITATION: Property is considered to be feasible for rehabilitation if the rehabilitation cost necessary to bring the property up to minimum standards is less than the replacement cost.

FINANCIAL ADVISOR: Staff member for the project administrator responsible for loan origination and all other rehabilitation financial matters.

FORECLOSURE: Legal proceedings that terminate the mortgagee's ownership of the property covered by the mortgage.

GENERAL PROPERTY IMPROVEMENTS: Referred to as GPI's. Improvements to the property which does not constitute code violations, including, but not limited to, additions, enlargements, renovations, remodeling, site improvements, etc.

HAZARD INSURANCE: Insurance coverage for the loss of property due to fires and other hazards. (Homeowners Insurance)

INCIPIENT CODE VIOLATION: An element in structure that has not been cited as a code violation, but the element is in early stages of deterioration and will become a code violation in a short period of time.

INCOME: INCLUSIONS, REPORTING, VERIFICATION AND EXCLUSIONS:

Sources of an applicant's income include the gross income of applicant and all other persons related by blood (18 years of age or older), marriage, or operation of the law, who share the same dwelling unit. An applicant's income is established on an annual gross basis at the time of applying for assistance from the following:

- a) The applicant's earnings;
- b) Spouses earnings;
- c) Any funds contributed on a regular basis by any household member who does not have an ownership interest in the property;
- d) Other income received regularly by the applicant or his/her family from any source; (saving account)
- e) Net income from real estate, other than property to be rehabilitated, and any other net business income;
- f) Income from the rental units other than the property to be rehabilitated based on the following;

Gross rental income for one year minus expenditures for mortgage principal and interest, mortgage insurance premiums service charges, hazard insurance, real property taxes and special assessments, maintenance and repairs, heating and utilities, ground rent, and other cash expenditures for the property, such as advertising of vacancies.

- g) Applicants who are self-employed shall be required to submit tax returns for the past 2 years;
- h) When computing gross family income for the purpose of determining "low/mod" eligibility for benefits and deferred payment loans, medical expenses for long-term illnesses can be deducted from gross family income.

INITIATION OF NEGOTIATION: The delivery of initial written offer of just compensation to the owner to purchase the property for the project.

INTEREST: A percentage of a loan paid by the borrower to the lender for the use of the lender's money.

LIEN: A claim against property which entitles the person holding the lien to take appropriate legal action to

satisfy the claim.

LOAN APPROVING OFFICER: The individual employed by the local lending institution who is responsible for approving loans and taking corrective actions for delinquencies and defaults.

LOW INCOME: An applicant whose family size does not exceed the limits for “Low and Moderate Income” as authorized by the HUD Section 8 for Baldwin County as revised.  
(See Exhibit 10)

LOW- AND MODERATE-INCOME UNIT: A dwelling unit with the market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR, Part 888.

OWNER-OCCUPIED PROPERTY: A property used entirely for residential purposes that is occupied by the owner.

OCCUPIABLE DWELLING UNIT: A dwelling unit that is in standard condition or is in substandard condition suitable for rehabilitation.

PRINCIPAL: The original amount or sum of money on which interest will be paid.

PRINCIPAL REDUCTION: The sum of CDBG funds that will be used to reduce the loan that the investor-owner must borrow from a lending institution to induce an incentive to the borrower to participate in the Housing Rehabilitation Program.

PROJECT ADMINISTRATOR: Individual responsible for intake, processing and submission of the application as well as the day-to-day operation of the program.

REHABILITATION ADVISOR: Individual responsible for the rehabilitation work write-ups, cost estimates, inspections and contract management.

REPAYMENT AGREEMENT: Agreement entered by Baldwin County and the property owner for security of housing rehabilitation/reconstruction funds.

STANDARD CONDITION: Property that meets or exceeds the Minimum Property Standards of the locally adopted housing code and/or the Minimum Property Standards of the Section 8 Housing Code.

SUBSTANDARD CONDITION: Structural/mechanical conditions of a dwelling unit do not comply with the locally adopted housing code or, at a minimum, the Housing Quality Standards of the Section 8 Housing Assistance Payments Program.

SUBSTANDARD CONDITION SUITABLE FOR REHABILITATION: Conditions of a dwelling unit are determined to be structurally feasible for rehabilitation according to the feasibility test.

TITLE REPORT: A written report which indicates the owners record of the property and any encumbrances against the property.

UNLAWFUL OCCUPANT: A person has been ordered to move by the court of competent jurisdiction prior to initiation of negotiations or it's determined by the recipient to be a squatter who is occupying the property

without permission of the owner and has no legal right to occupy the property under state law.

**UNOCCUPIABLE:** Substandard dwelling unit is dilapidated and does not meet the Feasibility Test. (A sample feasibility test is attached as Exhibit 9 to this document.)

**VACANT OCCUPIABLE DWELLING UNIT:** A vacant unit that is in standard or substandard condition which is suitable for rehabilitation or a dwelling unit that has been occupied (except by squatter) at any time within a one-year period beginning one year before the date of demolition of the unit.

**WARRANTY DEED:** Legal instrument that conveys title, rights and possession of a property.

**WORK WRITE-UP AND COST ESTIMATE:** Statement prepared by the rehabilitation advisor based on a property inspection report that itemizes all rehabilitation work to be done on the property and includes an estimate of the costs to correct each item.

## **CHANGES WAIVERS AND/OR CONFLICTS**

The County shall have the right to change, modify or revoke all or any of this plan by a majority vote of the County Board of Commissioners (BOC), provided an accepted alternative rehabilitation program is approved.

The right to waive minimum property standards shall be retained by the project administrator acting on behalf of the BOC, providing such a waiver will not diminish marketability of the property when long standing local acceptance is evident or the architecture of the structure makes compliance infeasible.

## **HISTORIC PRESERVATION COMPLIANCE**

All efforts will be performed to comply with historic preservation. Gilbert+Associates, Inc. will prepare and submit an environmental form to the HPD office to receive consultation for the rehab and/or demo of any structure that is 50 years or older at the time of the homeowner's application for housing assistance.

## **ACQUISITION PROGRAM PROCEDURES, if applicable**

Baldwin County will make every reasonable effort to acquire the real property expeditiously by negotiation and ensure that all acquisition of real property is acquired through the following procedures:

Determine the property to be acquired;

Establish that there are no outstanding liens on the property to be acquired through a title search process.

**General Information Notice:** This notice will be mailed, or hand delivered stating the County's interest in acquiring their property, enclosed will be the HUD booklet "When A Public Agency Acquires Your Property".

**Appraisal:** Before the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in paragraph titled Owners Determination for purchase of property in this section as stated in Federal Regulations - Vol. 54, No. 40, March 2, 1989, 24.102 (c) (2), and the owner, or the owners designated representative, shall be given opportunity to accompany the appraiser during the appraiser's inspection of the property. Once the appraisal is complete a review appraisal will be performed. This review appraisal will ensure that the original appraisal was performed properly.

**Owners Determination For Purchase Of Property:** This notice will be hand delivered to the owner stating the owner is to be informed that they have the right to either/or (1) received full just compensation (fair market value) based on an appraisal or other available data; (2) donate the required land and/or dwelling/easement/rights-of-way; (3) waive the right to an appraisal; or (4) negotiate an amount of money or services agreeable to both parties.

**Written Offer to Purchase And Summery Statement Of The Basis For The Determination Of Just Compensation:**

This notice will be provided to the owner. This notice must include a description and location identification of the real property and the interest in the real property to be acquired. Also included will be the identification of all buildings, structures or other improvements to be acquired. Obtaining evidence of the owner's receipt of this document as well as the date of receipt shall constitute "INITIATION OF NEGOTIATIONS".

Gilbert+Associates, Inc. and Baldwin County will make reasonable efforts to contact the owner or the owner's representative and discuss the projects offer to purchase the property, policies and procedures, including all eligible payments. The owner will be given reasonable opportunity to consider this offer.

Should the owner disagree with the offer, they may present materials to the County which they believe are relevant in determining the value of the property and suggest modifications to the proposed terms. After review of said documents, if Baldwin County and Gilbert+Associates, Inc., believe that the owner's offer is warranted, Gilbert+Associates, Inc. will reestablish "Just Compensation" and offer that amount to the owner in writing.

**Waiver of Just Compensation/Appraisal:** If the owner waives their rights to an appraisal and/or "Just Compensation" a WAIVER OF JUST COMPENSATION AND/OR APPRAISAL will be signed by the owner and retained for the purpose of removal of said purchase.

A **Bill of Sale and Easement** will be provided to the owner that shows the transfer of ownership to the County, and the right of easement for the purpose of removal of said purchase.

**Closing Statement of Sale:** A statement will be issued to the seller from the County showing the net purchase to seller and the total disbursements of the sale. Gilbert+Associates, Inc. will schedule a closing meeting and hold same. A statement of settlement costs and a bill of sale will be furnished by Gilbert+Associates, Inc. and all closing documents will be retained in the individual case file.

**Power of Eminent Domain:** If the power of eminent domain is exercised by the County, formal condemnation procedures will be instituted. An amount not less than the County's determination of "Just Compensation" for the property will be deposited with the court. The time of condemnation will not be advanced, or negotiations deferred to compel an agreement on price.

**Appeals Policies and Procedures:** A written appeals policy and procedure statement will be provided to the recipient when they receive the preliminary acquisition notice.

**Individual Case File:** If an owner owns more than one property in the project area, a separate case file will be kept on each property purchased.

Baldwin County has contracted with Gilbert+Associates, Inc. to administer and give technical assistance in this CDBG program to ensure that all housing rehabilitation/reconstruction will comply with the following procedures.

All applicants for housing assistance will be provided a copy of the approved Appeals Policies and Procedures at the time of application. All applicants will have their rights explained to them at that time.

### **1. Application for Housing Assistance**

#### **A. Determine of Priority Process:**

Applications for housing assistance may be obtained by contacting either Mr. Carlos Tobar, Baldwin County Manager, at 478-363-1976 or the Grant Administrator, Ms. Rhonda Gilbert, at 678-447-5425.

Application will be accepted on a “first come first serve” basis. Applicants submitting incomplete applications will be notified of the discrepancies and applications will be returned to the applicant for completion.

If a completed application is not returned within the established time frame, it will be returned to the bottom of the application list.

If more applications are submitted than can be handled in one bid-opening, handicapped and elderly will take priority.

#### **B. Appeals Policies and Procedures**

All applicants for housing assistance will be provided a copy of the approved Appeals Policies and Procedures at the time of application. All applicants will have their rights explained to them at this time.

### **2. Applicant Eligibility Requirements**

#### **A. Low and Moderate Income Requirements:**

(i). Proof of Income - This will be verified through: a) the previous year’s tax returns; b) employment pay stubs and/of copy of check; c) verification of employment from employer or verification of income through AFDC/SSI/Social Security/VA or personal retirement plan.

(ii). Verification of Deposit - All bank accounts will be verified through the bank.

B. Property ownership - A copy of the Warranty Deed submitted by the applicant and title search through an attorney.

C. Paid Property Taxes - Applicants must submit a copy of paid property taxes that shows taxes are paid up to date.

D. Reside In Specific Targeted Area - Housing rehabilitation and reconstruction assistance will be provided to only those families who reside within the specific targeted area.



E. Proof that all utilities are paid and current, i.e.: water, sewer, trash, etc.

F. Lead Based Paint Notice - The owner will be required to sign a copy of the HUD “Lead Based Paint Warning Notice” that certifies that they have received a copy of this notice and are aware of lead base paint.

### 3. Initial Inspection

A. Feasibility Test - An economical and structural test will be performed on the housing unit to determine if it is cost feasible for rehabilitation. If the property is not cost feasible to rehabilitate, demolition and reconstruction of said unit will be evaluated and presented to the funding agency for consideration (unless reconstruction of a housing unit is already included in the approved CDBG application).

### 4. Reconstruction

Property inspections may determine that it is not feasible to rehabilitate a home. If the inspector determines by a rehabilitation feasibility test that reconstruction is a more feasible activity, Baldwin County will consult with the grant administrator and the Georgia Department of Community Affairs to determine if that is an option.

The reconstructed unit must be built on the same parcel of land as the unit it replaces.

### 5. Preparing the Work Write-Up and Cost Estimate

If housing units are feasible for rehabilitation, a work write-up is then prepared, indicating corrections of code violations by line item to ensure that minimum state codes are met. A cost estimate is then calculated from the work write-up by utilizing the Rehab Advisor’s “Local Cost Index”.

When the determination has been made to proceed, the Rehab Advisor will contact the owner to finalize and disclose each item of the work write-up.

### 6. Financing

Financial assistance will be provided for substantial rehabilitation and reconstruction via deferred payment loans, also known as owner-occupied repayment agreements. Homeowners will be required to enter into these agreements with Baldwin County. These deferred payment loans will be recorded at the Baldwin County Courthouse. Repayment agreements will be entered into as follows:

<u>CDBG Investment Per Unit</u>	<u>Length of Affordability Period</u>
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years*

For all housing units that receive CDBG Funds and enter into a 15-year Deferred Payment Loan (DPL) agreement, the loan agreement will specify that no funds will be forgiven during the first 5 years of the term.

## 7. **Invitation to Bid**

Bid packets (work write-ups without cost figures) are prepared by the Rehab Advisor and delivered to the County for dispersing to contractors. At the same time, the Rehab Advisor will send letters to qualified contractors informing them of where and when they may obtain a bid packet, and instructions for submitting bids. Bids are to be returned to Baldwin County offices in a sealed envelope with the name of the property owner job(s), the date of the bid opening, and the name of the contractor on the front of the envelope.

## 8. **The Bid Opening**

At the bid opening, the precise time will be synchronized with the contractors present. The Rehab Advisor will be present to answer questions concerning the work write-up.

The Project Administrator will preside over the bid opening. Each bid will be opened separately and read aloud. Minutes of the bid opening and a tabulation of all bids received will be recorded for documentation. The purpose of the bid process is to determine the lowest responsible bid. The homeowner has the right to reject any and all bids submitted. With the homeowner's concurrence and acceptance of the lowest responsible bid, the successful contractor will be mailed a bid acceptance letter. Upon award of the contract, the Project Administrator will notify unsuccessful Contractors that they were not awarded the contract.

## 9. **Determination of "Reasonableness" of Low Bid:**

After all bids have been opened and recorded, the Rehab Advisor will then perform a "bid analysis" to determine if the bid falls within 10% above or below the Rehab Advisors cost estimate. This process will ensure that the "low" bid is adequate to perform the work prescribed in the work write-up. The rehab advisor and Gilbert+Associates, Inc. will negotiate with the lowest contractor for any bids over 10% of the estimated rehab cost provided by the Rehab Advisor. If negotiations fail to bring the contract price within 20% of the estimated cost, Baldwin County must consult with DCA staff on awarding the bid or rebidding the project.

a. Preconstruction Conference: The Program Administrator will schedule a meeting between the homeowner and the contractor to discuss the details of the contract and the construction of the unit to be rehabilitated/reconstructed. All aspects of the contract and each phase of construction will be reviewed at this time.

b. Contract Required: Rehabilitation/Reconstruction financed through this program shall be undertaken only through a written contract document between the contractor and the homeowner. The contract shall be signed by the homeowner and the contractor following approval of the grant/loan. The contract shall be initiated by a written "commencement notice" to be issued by the Rehab Advisor and no work shall commence until such notice is given. The contract shall contain a bid and proposal from the contractor, a work write-up, the Standard Specifications for Residential Rehabilitation, the Terms and Conditions for Rehabilitation Assistance, and a Contractors Warranty.

Upon the award of a construction contract for rehabilitation/reconstruction, the contractor shall execute

three (3) original contract documents. An original contract will be distributed to the homeowner, the contractor and the owner's case file.

c. Disputes Between the Property Owner and the Contractor:

In the event a dispute occurs regarding the rehabilitation/reconstruction work, the Project Administrator shall take appropriate action in accordance with the provisions of the construction contract. The project administrator shall not institute legal action on behalf of either party in connection with the construction contract.

Such appropriate action shall include arbitration to assure the protection of both the property owner and the contractor. Baldwin County will form a 3-5 member arbitration panel comprised of local officials and other stakeholders. The arbitration panel will hear the appeal and make a ruling.

**10. Inspection:**

The contractor shall be required to promptly secure all necessary inspections and approvals required and permit reasonable inspection of all work by authorized inspectors.

It is the Rehab Advisor's responsibility to conduct inspections at 50% and 100% work completion and at any other time deemed necessary by Gilbert+Associates and Baldwin County. The rehab advisor will make periodic inspection reports to show the general progress of work and any changes or deficiencies that may have occurred during the rehabilitation/reconstruction process.

**11. Progress Payments:**

Generally, a progress payment will be made available to the contractor after fifty percent (50%) of the scheduled work has been completed and at 100% completion. Baldwin County will consider allowing up to three payments, which will be determined on a project basis. In addition, the County will hold a 10% retainage for all progress payments to be paid only at the time of final payment after satisfactory completion of all work.

**12. Change Orders**

Complexities during the initial inspection of a housing unit often make it impossible to detect every hidden code violation. Rehab Advisors rarely certify that the housing unit will be brought up to minimum state codes when the initial work write-up has been completed. The alternative is to prepare a change order attached to the rehabilitation/reconstruction contract. This change order will describe the work necessary to reach the minimum state code on the housing unit. The procedure for obtaining a reasonable amount to do the additional work is the same principle in securing a negotiated bid.

The rehab advisor shall prepare an itemized list of work to be performed or deleted. Justification for added or deleted items will be described in detail. The contractor will then price each item as requested on the change order and return it to the rehab advisor. The rehab advisor will then determine if the figures are justified by comparison to his Local Cost Index. Lastly, the rehab advisor will discuss the changes with the homeowner for final approval. With the homeowner's concurrence, the change order is prepared and executed.

### **13. Executing Close-Out**

Item 13.

Before each payment, the contractor must provide the General Release of Liens, the material and supplier release of liens, and an Owner satisfaction statement.

A final inspection will be made by the rehab advisor and/or the project administrator only when it has been requested by the contractor and conducted on the assumption that all work has been completed. The rehab advisor will reference the work write-up and any change orders as a checklist for compliance to ensure that all work has been completed. Any work items that do not meet specifications for residential rehabilitation will be listed and given to the contractor. After all items on the list have been corrected, the contractor may request a final inspection again.

### **14. Individual Case File**

Separate files will be made for each individual project, and if an owner owns more than one parcel of property in the project area a separate file will be kept on each parcel of property.

## **RECONSTRUCTION PROCEDURES**

The reconstruction procedures shall follow the same guidelines as the rehabilitation procedures with the following exceptions. All new reconstructions will comply with the most recent International Residential Codes for 1 and 2 family dwellings and all amendments. (International Building Code) as well as the following codes:

- International Building Code
- National Electric Code
- International Gas Code
- International Mechanical Code
- Ga. State Energy Code
- International Plumbing Code
- International Fire Prevention Code

Reconstructed units will be built on the same lot as the existing housing units. The size of the unit will be dictated by the budget and number of persons in the family in accordance with occupancy standards.

RESOLUTION R-2025-90  
A RESOLUTION TO ADOPT THE POLICIES AND PROCEDURES AS REQUIRED  
FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM

WHEREAS, the Chairman and Commission Members have found it necessary to adopt policies and procedures for the Community Development Block Grant (CDBG) Program Grant Number 25b-y-005-1-6776, and;

WHEREAS, the Chairman and Commission have adopted the Policies and Procedures for the homeowner rehabilitation and reconstruction CDBG in accordance with the requirements of the 2025 CDBG Recipient's Manual, CDBG Housing Rehabilitation Manual, HUD and other required federal and state regulations, and;

WHEREAS, the policies and procedures should be used in conjunction with Baldwin County's approved 2025 CDBG Application, and;

THEREFORE, BE IT FURTHER RESOLVED, by the Chairman and Commission Members that they have adopted the Policies and Procedures in accordance with the requirements of the 2025 CDBG Program Manuals, Housing and Urban Development (HUD) and other required federal and state regulations.

BE IT RESOLVED, by the Chairman and Commission Members and it is hereby resolved by authority of same.

Certified Correct:

\_\_\_\_\_  
Andrew Strickland  
Chairman

Attest:

\_\_\_\_\_  
Bo Danuser  
County Clerk



## RESOLUTION R-2025-91

### AUTHORIZE A REVOCABLE LICENSE AGREEMENT WITH THE STATE OF GEORGIA PROPERTIES COMMISSION FOR ACCESS TO THE POWELL BUILDING TO CONDUCT PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS

WHEREAS, the Baldwin County Board of Commissioners have been informed of the need for a Revocable License Agreement with State of Georgia Properties Commission in order to conduct Phase I and Phase II Site Assessments of the Powell Building; and,

WHEREAS, the Revocable License Agreement with the State of Georgia will allow named person or persons access to a certain described parcel in the licensed premises.

WHEREAS, the Revocable License Agreement with the State of Georgia Properties Commission is hereby attached and by reference duly incorporated and made a part of this resolution.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Revocable License Agreement. The Board of Commissioners hereby approve the attached License Agreement with the State of Georgia Properties Commission.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the agreement with the State of Georgia Properties Commission.
4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia

No. \_\_\_\_\_ of 2 Executed Original Counterparts

COUNTERPART OF \_\_\_\_\_

SPC No. 605.629

**STATE OF GEORGIA,  
COUNTY OF FULTON:**

## **LICENSE AGREEMENT**

This **LICENSE AGREEMENT**, hereinafter referred to as "Agreement", is made this \_\_\_\_ day of \_\_\_\_\_, 2025, date of this Agreement, by and between the **STATE PROPERTIES COMMISSION**, a public body within the Executive Branch of the State government of Georgia, whose address for purposes of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, **ATTENTION: Executive Director**, hereinafter referred to as "Licensor", and **BALDWIN COUNTY, GEORGIA** whose address for purposes of this Agreement is 1601 N. Columbia Street, Suite 230, Milledgeville, Georgia 31061-3660, hereinafter referred to as "Licensee".

## **WITNESSETH THAT:**

### **1.**

#### **USAGE, ABBREVIATIONS AND DEFINITIONS**

1.1 As used in this Agreement, the following words, terms, and abbreviations set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:

1.1.1 The word "Licensor" means the State Properties Commission and includes in its meaning the words "its members, officers and employees".

1.1.2 The word "Licensee" includes in its meaning the words "its officers, employees, representatives and agents".

1.1.3 The words "revocable license" shall mean "the granting, subject to certain terms and conditions contained in a written Revocable License Agreement, to a named person or persons (Licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of property to be known as the Licensed Premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the Licensee, a

revocable license shall not confer upon the Licensee any right, title, interest, or estate in the Licensed Premises, nor shall a revocable license confer upon the Licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminated, with or without cause, at any time by the licensor (commission)". OCGA § 50-16-31(10).

1.1.4 The term "Revocable License Agreement" means both this Agreement and "a written instrument which embodies a revocable license and which sets forth the name of the parties thereto and the terms and conditions upon which the revocable license is granted". OCGA § 50-16-31(11).

- 1.2 All words used in this Agreement include in their meaning the masculine, feminine, and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to either Licensor or Licensee, the third person, neuter gender "it" is used.

## 2.

### **LICENSED PREMISES AND COSTS**

Licensor, for and in consideration of the payment by Licensee to Licensor of the sum of \$10.00, hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to the extent the title permits subject to the terms of this Agreement and O.C.G.A. § 50-16-42, over the following described real property, hereinafter referred to as the "Licensed Premises":

That tract, parcel or portion lying and being in Baldwin County, and is commonly known as the Powell Building, as more particularly shown on an aerial marked as Exhibit "A", attached hereto and incorporated herein.

The Licensed Premises is presently under the custody of the Georgia Department of Behavioral Health and Developmental Disabilities.

## 3.

### **USE OF LICENSED PREMISES**

At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises only for the purpose, and for no other purpose whatsoever, for the Phase I and II Environmental Site Assessment.

#### 4.

#### **DURATION**

- 4.1 Licensee may use the Licensed Premises during the period beginning on the date hereof and ending at 12:00 midnight on the twelfth month from the date hereof, for so long as Licensee uses the Licensed Premises for the purposes permitted in Section 3 above and unless previously revoked pursuant to Section 5 below. If not previously revoked or terminated, this Revocable License shall stand revoked, without the necessity of Licensor given any notice to Licensee, at 12:00 midnight on the twelfth month from the date hereof.

#### 5.

#### **REVOCATION**

- 5.1 This Agreement merely grants to Licensee a revocable license as set forth in Subsection 1.1.3 above. Licensee, by its acceptance and execution of this Agreement, hereby acknowledges and agrees that this Revocable License Agreement does not confer upon Licensee any right, title, interest, or estate in the Licensed Premises, nor confer upon the Licensee a license coupled with an interest nor confer upon Licensee an easement in the Licensed Premises. It is expressly understood and agreed by Licensee that this Agreement confers upon Licensee, and only Licensee, a mere personal privilege, and that regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and the privileges hereby conferred shall be subject to absolute revocation by Licensor, with or without cause, upon notice to Licensee as set forth in Section 12 below.
- 5.2 Following revocation, the revocable license contained herein shall become null and void, and Licensee shall have no right whatsoever to be or remain on the Licensed Premises or to receive a refund of any consideration or any other monetary payment. Licensee covenants and agrees, at its sole cost and expense to remove its facilities from the Licensed Premises and to restore the Licensed Premises to as good or better condition as when received hereunder. Any property of Licensee remaining on the Licensed Premises at the end of said License Period shall be deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the State without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefore to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

#### 6.

#### **DAMAGE TO LICENSED PREMISES AND STATE PROPERTY**

Licensee hereby agrees that if any property of the State is damaged as a result of the exercise by Licensee of the revocable license herein granted, then, at the election of Licensor, Licensee either shall repair or restore the property or the Licensed Premises, or both, as the case may be, or shall pay the costs thereof, as determined by Licensor. Licensee shall pay the cost of such repair or restoration or commence in good faith the repair or restoration within ten (10) days after notice by

Licensors with all repairs or restoration to be completed by Licensee within thirty (30) days thereafter. Revocation of this Agreement shall not relieve Licensee of its obligation to pay for the cost of repair or restoration of the damaged property. This general provision is cumulative of all other remedies Licensors may have, including specific provisions hereof.

**7.**

**INDEMNIFICATION**

The revocable license herein granted to Licensee is to be used and enjoyed at the sole risk of Licensee, and in consideration of the benefits to be derived here from, Licensee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Licensors and Licensors's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) (collectively, the "Indemnitees") from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Licensors or any of Licensors's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Licensors concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with Licensee's use of, or operations on or near, the Licensed Premises. This indemnity extends to the successors and assigns of Licensee and survives the termination of this Agreement. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, Licensee agrees to reimburse the Funds for such monies paid out by the Funds. Licensee shall, at its expense, shall have the option to participate in the defense of any suit against the Indemnitees to the extent consistent with and permitted by the Georgia Tort Claims Act.

**8.**

**LIABILITY INSURANCE**

Licensee shall procure insurance or by self-insurance maintain the coverages specified below, at Licensee's own expense, and shall furnish Licensors an insurance certificate listing Licensors as the certificate holder. All insurance providers shall be authorized by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and shall have an A.M Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. The policy shall not be canceled, changed, allowed to lapse, or allowed to expire until such time as other insurance coverage providing protection equal to protection called for in this paragraph shall have been received by Licensors. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (Separation of Insureds). Licensee shall notify the



Insurer that the statutory requirement that the Attorney General of Georgia must represent and defend the Indemnitees shall remain in full force and effect and is not waived by any policy of insurance. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General. The Licensee and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability (CGL) Insurance (2004 ISO Occurrence Form or equivalent): Premises and Operations \$1,000,000 per Occurrence; Products and Completed Operations \$1,000,000 per Occurrence; Personal Injury \$1,000,000 per Occurrence; Contractual \$1,000,000 per Occurrence; General Aggregate \$1,000,000 per Project.

(b) Commercial Umbrella Liability Insurance (excess coverage above CGL): \$2,000,000 per Occurrence; \$2,000,000 per Aggregate.

(c) Additional requirements for all policies:

(i) All policies shall name as additional insureds the officers, members and employees of the State Properties Commission and those of the agency, department or entity in whose custody the Property is maintained, and the State of Georgia;

(ii) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Licensee and is not expanded to cover claims and losses that are not insurable under the Licensee's policy.

## 9.

### **SUBJECT TO APPROVAL BY ANY APPROPRIATE STATE REGULATORY AGENCY, SUBJECT TO PRIOR GRANTS, AND CONDITION OF LICENSED PREMISES**

Licensee accepts this grant of revocable license subject to approval by any appropriate State regulatory agency that the Licensee's proposed uses of the Licensed Premises meets all applicable safety and regulatory standards and requirements. Further, Licensee accepts this grant of revocable license subject to all ownership, prior permits, licenses, landlord and tenant relationships, easements, leases, and other rights or interests affecting the Licensed Premises whether the same be of agreement or not, and the revocable license granted herein by Licensor to Licensee must be exercised by Licensee so as to avoid interference with any of the said prior permits, licenses, landlord and tenant relationships, easements, leases, or other interests. Licensee acknowledges that it has fully inspected the Licensed Premises and accepts the same "as is". Licensor shall have no responsibility at any time to Licensee for the condition of the Licensed Premises and shall have no duty to the Licensee or to its licensees, invitees or trespassers concerning Licensee's use of the Licensed Premises or their entry on the Licensed Premises. Licensor makes no covenant of quiet enjoyment of the Licensed Premises whatsoever.

## 10.

### **ASSIGNMENT OR TRANSFER**

This Revocable License Agreement and the rights herein granted may not be conveyed, assigned, transferred, managed or operated by any other entity without the express written consent of the State Properties Commission, which consent shall be given or not in the sole discretion of the State Properties Commission. Without limitation, any transfer or use of the property which may be characterized as a private activity by the Internal Revenue Service and thereby adversely affect the tax-exempt status of any public bond investment in the property is strictly prohibited. Any such use, conveyance, assignment, transfer, management or operation made without the consent of the State Properties Commission shall be void ab initio.

## 11.

### **NOTICES**

All notices required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing and shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid, and addressed to the recipient party at such party's address. The day upon which such notice is hand delivered or so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices shall be addressed to the attention of a particular person, title, or entity as forth in this Agreement, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

## 12.

### **GENERAL PROVISIONS OF THIS AGREEMENT**

- 12.1 The brief capitalized and underlined headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.
- 12.2 All time limits stated herein are of the essence of this Agreement.
- 12.3 For the purpose of inspecting the Licensed Premises, Licensee shall permit Licensor, without giving prior notice, to enter on the Licensed Premises during either Licensor's regular business hours or Licensee's regular business hours.

- 12.4 No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- 12.5 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- 12.6 Nothing contained in this Agreement shall make, or be construed to make, Licensor and Licensee partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Licensor or Licensee liable to a third party for the debts or obligations of the other.
- 12.7 If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 12.8 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- 12.9 This Agreement is executed in two (2) counterparts which are separately numbered and identified (No. 1 is for Licensor and No. 2 is for Licensee) but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- 12.10 In the enjoyment of the revocable license herein granted by Licensor to Licensee and of the rights and privileges incident thereto, Licensee shall at all times comply with all applicable laws of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable local ordinances, including, but not limited to, codes, ordinances and recommended standards now or hereafter promulgated, and all applicable local rules and regulations and recommended standards promulgated pursuant to such codes and ordinances.
- 12.11 The revocation of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such revocation.

- 12.12 Licensee, by its acceptance and execution of this Agreement, hereby acknowledges that it has not been induced by any representations, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Licensed Premises or the condition or suitability thereof for Licensee's purpose.
- 12.13 In its occupancy and use of the premises, Licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by Licensee may be enforced by termination of this Agreement, by injunction, and by any other remedy available at law to Licensor.

**13.**  
**ENTIRE AGREEMENT**

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between Licensor and Licensee with respect to the Licensed Premises and Licensee's use and occupancy thereof. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

*(Remainder of page intentionally left blank)*

**WITNESS WHEREOF**, Licensors and Licensees, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized hereinafter named representatives, have caused these presents to be executed, all as of the date hereof.

**LICENSOR**

**STATE PROPERTIES COMMISSION**

\_\_\_\_\_  
Marty W. Smith  
as Executive Director of the State Properties  
Commission

Signed, sealed, and delivered  
in our presence:

(STATE PROPERTIES COMMISSION

SEAL AFFIXED HERE)

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

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

(NOTARY SEAL)

(Signatures continued on next page.)



(Signatures continued from previous page.)

**LICENSEE**

**BALDWIN COUNTY, GEORGIA**

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (Seal)

Signed, sealed, and delivered  
in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public  
My Commission expires: \_\_\_\_\_

(NOTARY SEAL)

(SEAL AFFIXED HERE)

## RESOLUTION R-2025-92

### A RESOLUTION TO AUTHORIZE SUBMITAL OF A RURAL HOUSING INITIATIVE GRANT APPLICATION TO THE ONE GEORGIA AUTHORITY

WHEREAS, the Baldwin County Board of Commissioners desire to apply for a Rural Housing Initiative Work Force Housing Initiative Grant for housing at 123 and 179 Frazier Drive.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Submittal. The Board of Commissioners hereby approves the submittal of a Rural Housing Initiative Work Force Housing Initiative Grant Application to the One Georgia Authority.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the One Georgia Authority Work Force Housing Initiative Grant.
4. 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.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2<sup>nd</sup> day of December, 2025.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Andrew Strickland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser, County Clerk  
Baldwin County Georgia



# Carter & Sloope

CONSULTING ENGINEERS

November 25, 2025

Carlos Tobar, County Manager  
Baldwin County Board of Commissioners  
1601 North Columbia St., Suite 230  
Milledgeville, GA 31061

SUBJECT: Baldwin County, Georgia  
SCADA System Improvements  
C&S Project No.: B1000.072

Dear Carlos:

As you are aware, bids were received and opened for the above subject project on Thursday, September 18, 2025 at 11:00 AM. A total of three (3) responsive bids were received out of the four (4) eligible companies on the plan-holders list. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Control Instruments, Inc.	\$927,641.00	---
2. Southern Flow, Inc.	\$975,644.00	5.2%
3. Revere Controls Systems LLC	\$1,038,690.00	12.0%

The price is just one component of the selection process for this project. The County Water and Sewer Department staff also conducted interviews with the two (2) low bidders (Control Instruments, Inc. and Southern Flow, Inc.) on November 11, 2025. Each of the two SCADA integrators received a 0-100 score for the interview, and this score was combined with the scores from the initial qualification evaluations and the bids. The scoring for each integrator is shown below.

## Project Scoring

Integrator	Qualifications	Base Bid	Interview	Total
C2i	96	100	95	291
Southern Flow	98	94.8	100	292.8

**Based on the overall score of the three-phase selection process, Carter & Sloope, Inc. recommends that the project be awarded to Southern Flow, Inc. at the base bid amount of \$975,644.00.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing one (1) copy of the Notice of Award for this project. Please execute the Notice of Award and return it to our office as soon as possible. We will prepare four (4) originals of the Agreement

and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in blue ink that reads "Matt Smith". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Matt Smith, PE

Encl: Certified Bid Tabulation – 1 copy  
Notice of Award – 1 copy

Cc: File (w/ 1 copy of each)

Project: SCADA System Improvements  
C&S Project No.: B1000.072

Control Instruments, Inc. (C2i)  
5253 Oakdale Road  
Smyrna, GA 30082


Southern Flow, Inc.  
6445 Industrial Way, Suite A  
Alpharetta, GA 30004

Revere Control Systems, LLC  
5201 Princeton Way  
Hoover, AL 35226

Base Bid Items:									
Item No	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Booster Pump Stations									
1	Erin Shores	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 23,866.00	\$ 23,866.00	\$ 28,686.00	\$ 28,686.00
2	Gerald Harris	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 22,928.00	\$ 22,928.00	\$ 28,686.00	\$ 28,686.00
3	Gumm Cemetery	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 18,427.00	\$ 18,427.00	\$ 28,686.00	\$ 28,686.00
4	Highway 49	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 18,557.00	\$ 18,557.00	\$ 28,686.00	\$ 28,686.00
5	Horace Veal	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 19,531.00	\$ 19,531.00	\$ 28,686.00	\$ 28,686.00
6	Kenan	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 20,061.00	\$ 20,061.00	\$ 28,686.00	\$ 28,686.00
7	Nelson	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 24,584.00	\$ 24,584.00	\$ 28,686.00	\$ 28,686.00
8	Meriwether	1	LS	\$ 25,114.00	\$ 25,114.00	\$ 19,249.00	\$ 19,249.00	\$ 28,686.00	\$ 28,686.00
Water Storage Tanks									
9	Black Springs	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,410.00	\$ 24,410.00	\$ 29,657.00	\$ 29,657.00
10	Carrs Station	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,410.00	\$ 24,410.00	\$ 29,657.00	\$ 29,657.00
11	Coopers	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,621.00	\$ 24,621.00	\$ 29,657.00	\$ 29,657.00
12	Hwy 212	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,410.00	\$ 24,410.00	\$ 29,657.00	\$ 29,657.00
13	Lingold	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,410.00	\$ 24,410.00	\$ 29,657.00	\$ 29,657.00
14	Medlin Hills	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,621.00	\$ 24,621.00	\$ 29,657.00	\$ 29,657.00
15	Scottsboro	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 24,410.00	\$ 24,410.00	\$ 29,657.00	\$ 29,657.00
Booster Pump Stations with Tanks									
16	Hopewell	1	LS	\$ 29,735.00	\$ 29,735.00	\$ 29,739.00	\$ 29,739.00	\$ 38,710.00	\$ 38,710.00
17	North Baldwin	1	LS	\$ 27,424.00	\$ 27,424.00	\$ 29,982.00	\$ 29,982.00	\$ 38,710.00	\$ 38,710.00
Sewage Lift Stations									
18	Carter Place	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 27,283.00	\$ 27,283.00	\$ 28,458.00	\$ 28,458.00
19	Helen Circle	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 23,428.00	\$ 23,428.00	\$ 28,458.00	\$ 28,458.00
20	High Point	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 26,146.00	\$ 26,146.00	\$ 28,458.00	\$ 28,458.00
21	Irby	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 27,201.00	\$ 27,201.00	\$ 28,458.00	\$ 28,458.00
22	JMA	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 27,120.00	\$ 27,120.00	\$ 28,458.00	\$ 28,458.00
23	Lakeland	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 27,445.00	\$ 27,445.00	\$ 28,458.00	\$ 28,458.00
24	Legacy	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 22,454.00	\$ 22,454.00	\$ 28,458.00	\$ 28,458.00
25	Little River	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 24,461.00	\$ 24,461.00	\$ 28,458.00	\$ 28,458.00
26	Log Cabin	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 19,060.00	\$ 19,060.00	\$ 28,458.00	\$ 28,458.00
27	Nancy Branch	1	LS	\$ 26,286.00	\$ 26,286.00	\$ 19,411.00	\$ 19,411.00	\$ 28,458.00	\$ 28,458.00
Other									
28	Water Department Office	1	LS	\$ 114,742.00	\$ 114,742.00	\$ 233,419.00	\$ 233,419.00	\$ 139,603.00	\$ 139,603.00
29	Supplemental Work Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL BASE BID:				\$	927,641.00	\$	975,644.00	\$	1,038,690.00

Due to an addition error, Southern Flow, Inc.'s Total Base Bid was updated from \$875,664.00 to \$975,644.00.

I hereby certify that this Bid Tabulation is a true and accurate representation of all proposals received on October 2, 2025 at 11:00 AM.



Matt Smith, PE



## NOTICE OF AWARD

### PROJECT DESCRIPTION:

#### **SCADA System Improvements**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 2, 2025, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

**Nine Hundred Seventy-Five Thousand, Six Hundred Forty-Four and no/100** Dollars **(\$975,644.00)**.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Baldwin County Board of Commissioners**

By: \_\_\_\_\_

Title: \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Southern Flow, Inc. this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_