

BALDWIN COUNTY REGULAR MEETING

December 03, 2024 1601 N Columbia St, Suite 220 6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of November 19, 2024 regular and executive session minutes

ADMINISTRATIVE/FISCAL MATTERS

- 2. Adopt the 2025 Budget Assistant County Manager
- 3. Fishing Creek Trail Extension Downtown Connector County Manager
- 4. T-Mobile Hometown Grant Program County Manager
- 5. Ballfield Lighting Contract County Manager
- <u>6.</u> Concession Stand Contract County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

7. Executive Session to discuss property acquisition/disposition

ADJOURNMENT

REMINDERS

December 17, 2024 - Regular Commission Meeting

December 23, 2024 - 3:00 PM - non-emergency county offices closed for Christmas

December 24 & 25, 2024 - non-emergency county offices closed for Christmas Holiday

Baldwin County Board of Commissioners Regular Meeting November 19, 2024 1601 North Columbia Street, Suite 220 6:00 PM

MINUTES

PRESENT

Johnny Westmoreland, Chair Kendrick Butts Sammy Hall Emily Davis Henry Craig

OTHERS PRESENT

Carlos Tobar
Brandon Palmer
Dawn Hudson
Cindy Cunningham
Bo Danuser

CALL TO ORDER

Chairman Westmoreland called the meeting to order at 6:00 PM.

INVOCATION

The invocation was delivered by County Manager Carlos Tobar.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Butts.

BUDGET PUBLIC HEARING

Chairman Westmoreland called the budget public hearing to order.

Assistant County Manager Dawn Hudson gave a budget presentation on the 2025 proposed budget in which she discussed the process of getting information from the departments, compiling the figures, and presenting a budget ready for adoption. She reviewed the expected revenues and expenditures in the general fund including mandated funding and discretionary funding. She provided information about the special revenue funds and the special district funds.

Commissioner Butts asked if the van was included in the recreation budget. Ms. Hudson responded that the van was not included in the operational portion of the budget, most

vehicles were paid from the SPLOST funds and it would be up to the commission to authorize SPLOST funds to purchase the van.

Chairman Westmoreland recognized speakers who signed up to address the commission regarding the budget.

Desiree Liggins of 103 Pine Ridge Road addressed the commission asking if the county would ever get revenue from the Water Park, the golf course, the pickleball courts or the airport. Ms. Hudson responded to the cost and revenue streams for the water park, golf course and pickleball courts. Mr. Tobar responded the airport's revenue.

Savannah Neal of 135 Woodland Drive addressed the commission stating she was an Assistance District Attorney; she gave her employment history and information about the duties and the staff of the District Attorney's Office.

Commissioner Hall made a motion to close the public hearing. Commissioner Davis seconded the motion and the motion passed unanimously. The budget public hearing was adjourned.

PRESENTATIONS

Joy Moten-Thomas, Atrium Health Navicent - Vice President for Government Relations addressed the Commission. Ms. Moten-Thomas recognized Milledgeville business owners Robin Dixon and Annie Miller who provided day care services for second and third shift employees; she stated that these two ladies stepped up to the plate and agreed to keep their centers open until midnight and on the weekends to provide high-quality child-care options in Baldwin County. Atrium Health Navicent received a grant and would pay 100% of the staffing salaries for the caregivers that worked evening shifts and weekends and would pay half of the child care for those families who had to work second and third shifts in this community. Everyone attending applauded to show appreciation for these two business owners and what they did for the community.

MINUTES

Commissioner Davis made a motion to approve the minutes of the November 5, 2024 public hearing, regular meeting, and executive session. Commissioner Butts seconded the motion and the minutes were approved unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Amendments to the Agenda

Commissioner Hall made a motion to remove item 7 terminating the contract with the Animal Rescue and Adoption from the agenda. Commissioner Craig seconded the motion and the

motion was approved unanimously. The animal rescue and adoption contract was removed from the agenda.

Commissioner Hall made a motion to amend the agenda to add a resolution for participation in the State mandated first responder PTSD program. Commissioner Davis seconded the motion and the motion was approved unanimously. The agenda was amended to add the PTSD program participation.

Commissioner Craig made a motion to remove item 6 authorizing a Fire Apparatus Purchasing Agreement from the agenda. Commissioner Davis seconded the motion and the motion passed unanimously. Approval of the Fire Apparatus Purchasing Agreement was removed from the agenda.

Housing Policies and Procedures for CDBG

County Manager Carlos Tobar stated the County received a 1.25 million dollar grant from the Department of Community Affairs for sewer replacement and housing rehabilitation; adoption of these policies and procedures was required to move forward with the project.

Commissioner Craig made a motion to approve Housing Policies and Procedures as presented for the Community Development Block Grant. Commissioner Davis seconded the motion and the motion passed unanimously.

Language Access Plan

Mr. Tobar stated that the Language Access Plan was also required by the Community Development Block grant.

Commissioner Craig made a motion to adopt the resolution to approve the updated Language Access Plan. Commissioner Hall seconded the motion and the motion passed unanimously.

A copy of the resolution is herewith attached and made an official part of the minutes at pages _____ and _____ .

Land Development Code

There was discussion as to whether the county should accept and maintain roads in gated communities. County Manager Carlos Tobar stated that there needed to be a consensus for the changes to the gated communities section of the Land Use Code. County Attorney Palmer stated that there was no precedence to whether such an ordinance would be lawful; it was a policy question.

Chairman Westmoreland recognized speakers who signed up to make comments on this agenda item.

Cindy Humphrey of 158 Simpson Proctor Lane stated the public should not have to pay for road maintenance in gated communities.

Desiree Liggins of 103 Pine Ridge Road stated she didn't want the county to use her money to pay for private roads; Sidney Butts Road needed to be paved. She stated there needed to be transparency and wanted to know what codes were being discussed. Commissioner Hall responded that the code was on the website.

Mr. Tobar stated that he needed direction on the Land Development Code. Commissioner Butts and Commissioner Davis expressed their desire to remove the gated communities section of the code. The discussion about maintaining roads in gated communities continued including grandfathering current gated communities. Mr. Tobar was asked to schedule another meeting to further discuss the Land Development Code.

There was a discussion about having a synopsis of changes available when amending regulations.

Post-Traumatic Stress Syndrome Insurance Program Participation

Assistance County Manager Dawn Hudson stated that House Bill 451 required the county to purchase PTSD and long-term disability insurance coverage for first responders; she needed authorization to participate in the ACCG Interlocal Risk Management Agency Supplemental Medical, Accidental and Disability Fund First Responder PTSD Program.

There was a discussion about providing first responders with what they needed including supplementing health insurance and income.

Commissioner Craig made a motion to approve the County's participation in the ACCG First Responder PTSD program. Commissioner Davis seconded the motion and the motion was approved unanimously.

OLD BUSINESS

Commissioner Butts stated the residents were satisfied with roads in his district; he thanked Mr. Tobar.

Commissioner Davis asked that trash be picked up on Meriwether Road where the grass was cut.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar announced that the transit reached 10,000 riders; he recognized Fire Chief Young, Chief Adams and transit dispatcher Tiffany Jordan. Ms. Jordan introduced

herself and coworkers Craig Pearson and Shanirika Waller; she commented on the services the transit program provided to the community and meeting the milestone of 10,000 riders.

Mr. Tobar announced that the County received a \$700,000 grant to replace galvanized water pipes; paving on Log Cabin road would begin the next day; the Fishing Creek Trail extension received the authorization to proceed and would be advertised shortly; the Walter B. Williams trail phase 2 was funded by a grant and would begin soon; and the Walter B. Williams ball field lighting bids were due Friday for the lower ball fields.

PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chairman Westmoreland recognize the individual who signed up to speak on non-agenda items.

Desiree Liggins of 103 Pine Ridge Road addressed the commission to complain that Log Cabin Road was being repaved and that Sidney Butts Road was gravel, the Frank Bone Road Recycling Center needed to be cleaned, the field across from Kroger needed to be fixed, trouble she had getting the Maplewood Lane sign picked up, and the number of animals being euthanizing at animal control.

Pam Peacock of 196 Montego Bay informed the commission that the animal shelter had not submitted reports to the Department of Agriculture since May and the animal shelter's administrator was the CFO of the organization contracted for rescue and adoptions. She asked if that wasn't a conflict of interest.

Marshall Berry of 139 Hardwick Street requested that Hardwick Street be renamed in honor of his grandmother Pearl Smith Berry. She ran a boarding house in Hardwick and was the first lady to drive a taxi in the 1920s. She lived on the street roughly 78 years. He asked how to follow up on the road name change; he had signatures from the people who lived on Hardwick Street.

EXECUTIVE SESSION

Commissioner Hall made a motion to go into executive session to discuss personnel matters and litigation. Commissioner Craig seconded the motion and the motion passed unanimously. The commission went into executive session at 7:32 pm.

Commissioner Craig made a motion to return to open session. Commissioner Davis seconded the motion and the motion passed unanimously. The commission reconvened into open session at 8:57 PM.

ADJOURNMENT

Commissioner Craig made a motion to adjourn the meeting at 8:59 PM. Commissioner Hall seconded the motion and the motion passed unanimously.

| The Commission meeting adjourned at 8:59 PM. |
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| Respectfully submitted, |
| |
| John Westmoreland |
| Chairman |
| |
| Cynthia K. Cunningham |
| County Clerk |

FISCAL YEAR 2025 BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2025 (JANUARY-DECEMBER) FOR EACH FUND OF BALDWIN COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES FROM EXCEEDING APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

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

WHEREAS, appropriate advertised public hearings have been held on the FY 2025 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and

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

WHEREAS, the Budget for each Fund includes Appropriations for Fiscal Year 2025, incorporates certain levies, assessments, fees and charges to finance these expenditures and lists the Anticipated Funding sources; and

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

NOW, THEREFORE, BE IT RESOLVED that the within and attached Budget Summary and Supplemental Fee Schedule is hereby approved as the Budget for the 2025 Fiscal Year.

BE IT FURTHER RESOLVED that in accordance with O.C.G.A 33-8-8, the proceeds from the tax on insurance premiums estimated to be \$2,200,000 for FY2025, shall be used for the provision of fire protection services to the residents of the unincorporated Baldwin County.

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

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

Item 2.

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

BE IT FURTHER RESOLVED that in accordance with GASB 54, it will be the County's policy to maintain an adequate General Fund unassigned fund balance to provide liquidity in the event of an economic downturn or natural disaster and the financial standard to maintain for the unassigned fund balance will be 10% of budgeted expenditures.

BE IT FURTHER RESOLVED that temporary tax anticipation notes shall be authorized as needed for general operating expenditures incurred during fiscal year 2025. Such notes shall not exceed \$7,000,000 and shall have a maturity date of December 31st of the calendar year in which the notes are executed. Interest rate proposals shall be requested from full-service financial institutions, including all those located within Baldwin County. This amount is within the legal debt level of Baldwin County for temporary loans, which is 75% (\$16.5 million) of the total amount of taxes collected in the previous year (\$22 million).

| John H. Westmoreland, Chairman |
|-------------------------------------|
| Attest: |
| Cynthia K. Cunningham, County Clerk |



WALTER RABON, COMMISSIONER

November 26, 2024

John H Westmoreland, Chairman Oconee River Greenway Authority 201 East Green Street Campus Box 50 (GMC) Milledgeville, GA 31061

Re:

Project Agreement

Project Name: Fishing Creek Trail Extension- Downtown Connector

Project # NRT 24 (17)

Dear Chairman Westmoreland

The Oconee River Greenway Authority formal application for the Fishing Creek Trail Extension-Downtown Connector Project NRT 24 (17) has been granted approval by the Federal Highway Administration, allowing the project to proceed to the next phase in collaboration with the Georgia Department of Natural Resources (GADNR). Enclosed is the project agreement that requires your signature. Upon the receipt of all signatures, an executed copy of the agreement, along with a notice to proceed, will be forwarded to you via email for your records.

Please be advised that the project cannot commence until the executed agreement and notice to proceed have been issued by our office. Any expenditures incurred prior to the execution of the agreement will not be eligible for reimbursement.

If you have any questions or require assistance, please do not hesitate to contact us. We are committed to providing you with the necessary support.

Thank you for making trails a priority!

Sincerely,

Ouicia Jolly

Recreational Trails Program Manager Georgia Department of Natural Resources

Cc: Carlos Tobar, County Manager Haly Hicks, Grant Writer

> 2 Martin Luther King Junior Drive Suite 1352 | Atlanta, Georgia 30334 404.463.1779 | www.GADNR.org

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES PROJECT AGREEMENT

Applicant: Oconee River Greenway Authority

Street: 201 East Green Street Campus

Box 50 (GMC)

Project Title: Fishing Creek Trail Extension-

Downtown Connector City: Milledgeville

Project #: NRT-24 (17) Zip: 31061

County: **Baldwin** Phone #: **478-445-4791**

Project Period: The agreement is executed to January 15, 2027

Project Scope (description of project): Close the gap in an existing Fishing Creek Trail by paving the final .57 miles of Fishing Creek Trail. Install a 40-ft storm drain and 2 drop inlets to connect Georgia College and State University, Georgia Military College, and local residents to downtown. Obtain the NPDES permit.

Title of Grant-in-Aid: Georgia Recreational Trails Program

| Project Cost: | | The following are hereby incorporated into this |
|----------------------|---------------|---|
| | | agreement: |
| Total Cost: | \$ 623,440.00 | |
| | | 1. Disadvantaged Business Enterprise |
| | | Certification of Compliance |
| Fund Support: | 32 % | 2. General Provisions (attached hereto) |
| | | 3. Project Proposal and Application (submitted |
| Grant-in-Aid: | \$ 200,000.00 | by applicant and on file with DNR) |
| | | 4. Revised cost estimate |
| Minimum Local Match: | \$ 423,440.00 | |

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and the Oconee River Greenway Authority (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed educational resource. A resolution, motion or

similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the resource(s) acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading and is encouraged to use porous/pervious surfacing.
- c. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.

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- d. The Applicant agrees to observe the comments of DNR's Environmental Protection Division(EPD), Historic Preservation Division(HPD), Wildlife Resources Division(WRD), US Fish and Wildlife(USFW), and the Department of Transportation(DOT) regarding the project.
- e. Authorization is conditional on all necessary R-O-W and easements being acquired.

In witness whereof, the parties hereto have executed this Agreement as of the most recent date entered below.

| STATE OF GEORGIA, DEPARTMENT OF NATURAL RESOURCES | OCONEE RIVER GREENWAY AUTHORITY |
|--|--|
| TREVOR SANTOS DEPUTY COMMISSIONER | BY JOHN H. WESTMORELAND CHAIRMAN |
| WITNESS | WITNESS |
| DATE | DATE |
| | (Seal) |



T-MOBILE HOMETOWN GRANT PROGRAM MARKETING AGREEMENT

This Hometown Grant Program Marketing Agreement, along with the Standard Terms and Conditions attached as Exhibit A (collectively, "Agreement"), effective as of the date of full execution ("Effective Date"), sets forth the terms and conditions between Baldwin County Board of Commissioners ("Hometown") and T-Mobile USA, Inc. ("T-Mobile"), regarding Hometown's status as a recipient in T-Mobile's Hometown Grant Program ("Program") and the parties' mutual rights and duties in connection with the Program.

- 1. **Program Duration:** 12/12/24 ("**Start Date**") through 12/11/25 ("**End Date**")
- 2. **Project:** Build a park, including playground equipment, fostering local connections, enhancing outdoor spaces, and contributing to the long-term revitalization of a historically neglected area.
- 3. Hometown Website and Social Media Accounts ("Hometown Digital Channels"): Baldwin County Board of Commissioners Facebook Page

4. **Program Details:**

- a. T-Mobile will prepare a national news release regarding Hometown's status as a recipient in the Program, and Hometown will repost to the Hometown Digital Channels.
- b. T-Mobile will post social media content about the Program during the Program's duration, and Hometown will repost that content on the Hometown Digital Channels using assets and agreed upon language provided by T-Mobile Public Relations team, as requested by T-Mobile.
- c. T-Mobile will supply an oversized check for publicity photos, which photos Hometown shall share on the Hometown Digital Channels.
- d. T-Mobile will supply window clings regarding the Program for display in city and business entities in Hometown during the Program.
- e. Hometown will use the Sponsorship Fee to complete the community project described above ("**Project**") by or prior to the End Date.
 - i. Hometown will: (i) provide T-Mobile with Project updates (including photos and publicity quotes for T-Mobile's use on T-Mobile's owned and operated social and digital channels, website, and PR/internal, as requested by T-Mobile) and (ii) complete any Project surveys requested by T-Mobile or its representative, at both six (6) months from the Start Date and twelve (12) months from the Start Date (collectively, the "Project Milestones").
 - ii. Hometown may request an extension to complete the Project, which must be submitted to T-Mobile at hometowngrants@t-mobile.com at least thirty (30) days prior to the End Date (a "**Project Extension Request**"). The Project Extension Request shall include the following information: (i) what percentage of the Project is complete as of Project Extension Request date; (ii) new requested End Date; and (iii) any changes to the original Project scope. Approval of any Project Extension Request shall be in T-Mobile's sole discretion and shall be memorialized in writing from T-Mobile (email OK).
- 5. **Sponsorship Fee:** T-Mobile will pay **\$50,000** to Hometown for the above outlined Rights/Benefits within 30 days following full execution of this Agreement, which shall include \$300 for Hometown to purchase food and beverage for the check presentation outlined above.

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Accepted and Agreed to by:

| T-Mobile USA, Inc. | Baldwin County Board of Commissioners |
|-----------------------|---------------------------------------|
| By: John Stevens | By: |
| John Stevens Name: | John Westmoreland Name: |
| Date:11/24/2024 | Date: |
| | |

| Notice Addresses: | |
|---|--|
| If to T-Mobile: T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006 Tel: 425-260-3224 Email: carrie.mcilveen1@t-mobile.com | If to Hometown: Baldwin County Board of Commissioners 1601 N. Columbia Street, Ste 230 Milledgeville, GA 31061 Tel: 478-445-4791 Email: bdanuser@baldwincountyga.com |
| Attn: Carrie McIlveen With a copy of legal notices: Attn: General Counsel | Attn: John Westmoreland |

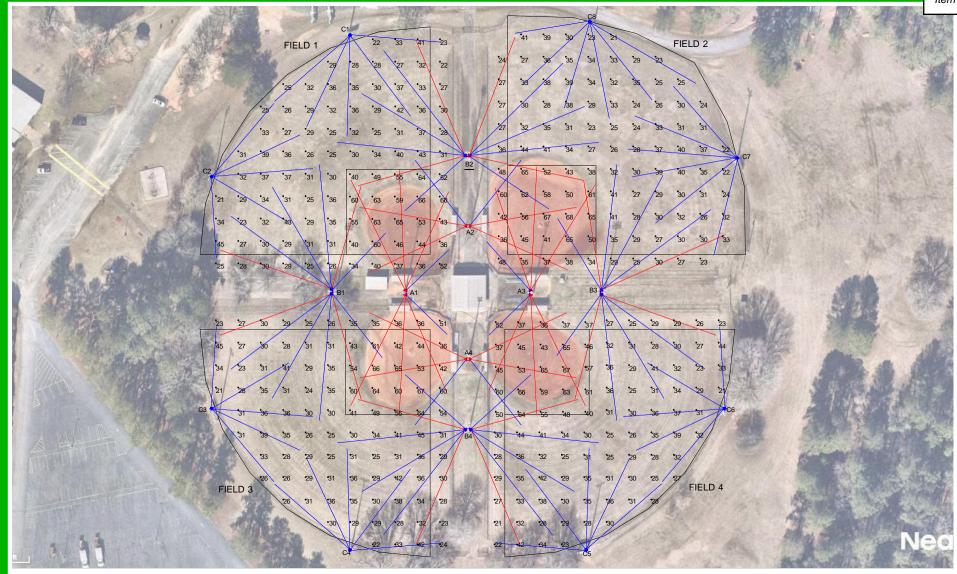
Page 2 of 3



EXHIBIT A

In addition to the foregoing, the parties agree to the following Standard Terms and Conditions:

- 1. Representations and Warranties: The parties have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. Hometown is solely responsible for the operation and completion of the Project, including the safety and security of any visitors to or participants in the Project. Hometown represents and warrants that: (i) the Project, including the operation thereof, complies with all applicable laws and regulations; (ii) it is responsible for securing any required licenses or permits to complete the Project by the End Date; (iii) it will take all reasonable and necessary action to complete the Project by the End Date; and (iv) any Media created pursuant to this Agreement will not infringe on any third-party rights.
- 2. <u>Use of Trademarks</u>: T-Mobile grants to Hometown a limited, personal, non-exclusive, non-assignable, revocable, non-sublicensable, royalty-free license or sublicense (as applicable) to use and reproduce the T-Mobile trademarks and logos provided by T-Mobile (the "**T-Mobile Marks**") solely in connection with Hometown's performance of its obligations hereunder during the term of the Program and such use is subject to T-Mobile's Marks Rules available at https://www.t-mobile.com/responsibility/legal/trademarks. Hometown hereby grants T-Mobile the right to use Hometown's trademarks, logos, and names (as provided by Hometown) as necessary for T-Mobile to exercise its rights as set forth herein. Each party retains complete ownership of, all trademarks, logos, designs, copyrights, trade names, and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement.
- 3. <u>Media</u>: Any and all media advertising or publicity content produced by Hometown that includes any T-Mobile Marks or mentions T-Mobile ("**Media**") and is intended to run on any public platform (including, but not limited to, tv, radio, print, out of home, web, or social media, whether paid or unpaid) or be shown during any event, shall require the prior written approval of T-Mobile. If T-Mobile provides any materials to Hometown ("**T-Mobile Materials**"), such T-Mobile Materials shall not be altered by Hometown, or any other third-party, without the express, prior written consent of T-Mobile. Hometown grants T-Mobile the right to use any Media produced by Hometown or any other content captured by T-Mobile related to the Project (including Media containing Hometown's logos, names, trademarks, facilities and residents) on its owned and operated social channels and websites and for internal and public relations/media use in perpetuity.
- 4. <u>Indemnification</u>: Each party agrees to defend, indemnify, and hold the other party, its affiliates, subsidiaries, parent and related companies, officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") harmless from and against any and all third party claims, settlements, judgments, liabilities, damages, losses, suits and expenses of any nature whatsoever, including reasonable outside attorneys' fees (and fees incurred in enforcing this provision), arising out of, based upon, or in connection with any material breach by any party of its obligations or responsibilities under this Agreement, including any of its representations and warranties hereunder. The indemnity obligations set forth herein shall survive termination or expiration of this Agreement. Each party agrees to maintain applicable insurance policies and/or funds in place to cover its indemnification obligations.
- 5. <u>Termination</u>: Either party may terminate this Agreement in the event of a material breach by the other party. In addition, T-Mobile may exercise its discretion to terminate this Agreement if Hometown fails to complete the Project or any Project Milestones by the End Date. Upon T-Mobile's termination due to Hometown's breach or failure to complete the Project or Project Milestones, T-Mobile may recover any unspent portion of the Fee.
- 6. Force Majeure: If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality, or other cause beyond the reasonable control of a party ("Force Majeure Event"), either party is unable to perform any or all of its obligations hereunder, then such nonperformance will not be a breach of this Agreement. If due to a Force Majeure Event, T-Mobile does not receive all the benefits included in this Agreement, Hometown will provide T-Mobile with a reasonably equivalent make good or a pro-rata refund of the Fee paid, to be chosen at T-Mobile's sole discretion.
- 7. <u>Miscellaneous</u>: This Agreement constitutes the whole and entire Agreement between the parties with respect to the subject matter of this Agreement and it shall not be modified or amended in any respect, except by a written instrument executed by both parties. This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law provisions, and the parties consent to the exclusive jurisdiction and venue of the state courts located in King County, Washington or the federal courts in the Western District of Washington. The parties agree that the terms of this Agreement are confidential and shall not be disclosed, except to the respective parties' advisors or as may be required by legal order or government authorities. All notices required or permitted hereunder shall be in writing and may be emailed, personally delivered, sent by reputable overnight courier or certified mail, return receipt requested, and in each case addressed to the parties using the contact information at the beginning of this Agreement.



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



JOB NAME: WALTER B WILLIAMS JR PARK

LOCATION: BALDWIN COUNTY, GA

REF# QL-23163 REV: D1-A

DESIGNER: BLR DATE: 11/6/2024

| Calculation Summary | | | | | | | | | |
|---------------------|-------|------|-----|-----|---------|------|------|-------|------------|
| Label | Units | Avg | Max | Min | Max/Min | CV | UG | # Pts | Pt Spacing |
| INFIELD 1 | Fc | 50.9 | 66 | 34 | 1.9 | 0.20 | 1.50 | 25 | 30x30 |
| INFIELD 2 | Fc | 50.6 | 68 | 34 | 2.0 | 0.22 | 1.71 | 25 | 30x30 |
| INFIELD 3 | Fc | 51.0 | 67 | 35 | 1.9 | 0.21 | 1.74 | 25 | 30x30 |
| INFIELD 4 | Fc | 51.5 | 67 | 36 | 1.8 | 0.20 | 1.76 | 25 | 30x30 |
| OUTFIELD 1 | Fc | 31.0 | 45 | 21 | 2.1 | 0.17 | 1.80 | 75 | 30x30 |
| OUTFIELD 2 | Fc | 30.8 | 44 | 21 | 2.1 | 0.18 | 1.68 | 82 | 30x30 |
| OUTFIELD 3 | Fc | 31.0 | 45 | 21 | 2.1 | 0.17 | 1.96 | 75 | 30x30 |
| OUTFIELD 4 | Fc | 30.9 | 44 | 21 | 2.1 | 0.17 | 1.91 | 75 | 30x30 |

| Lur | Luminaire Schedule | | | | | | | |
|------------|--------------------|-----|--|-------------|------|------|--|--|
| Pro | Project: A2 70' | | | | | | | |
| Symbol Qty | | Qty | Description Tag Luminaire Watts Total Wa | | | | | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | | |
| | | 2 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 2660 | | |

| Lur | Luminaire Schedule | | | | | | | | |
|--------|---|-----|----------------|-------------|-----------------|-------------|--|--|--|
| Pro | Project: A4 70' | | | | | | | | |
| Symbol | | Qty | Description | Tag | Luminaire Watts | Total Watts | | | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | | | |
| | 2 GC 1300 NW4-3_3 GEN 4 LARGE 1330 2660 | | | | | | | | |

| Lur | Luminaire Schedule | | | | | | | | |
|-----|--------------------|---|-----------------|-------------|-----------------|-------------|--|--|--|
| Pro | Project: B2 70' | | | | | | | | |
| Syn | Symbol | | Description | Tag | Luminaire Watts | Total Watts | | | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | | | |
| | | 8 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 10640 | | | |

| TO | TOTAL Luminaire Schedule | | | | | | | | |
|-----|--------------------------|-----|-----------------|-------------|-----------------|-------------|--|--|--|
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | | | |
| | | 36 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 47880 | | | |
| | | 82 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 109060 | | | |

| Luminaire Schedule | | | | | | | | |
|--------------------|--|-----|-----------------|-------------|------|------|--|--|
| Project: A1 70' | | | | | | | | |
| Symbol Qty | | Qty | Description | Total Watts | | | | |
| | | 6 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 7980 | | |
| | | 2 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 2660 | | |

| | Luminaire Schedule Project: A3 70' | | | | | | | |
|-----|------------------------------------|-----|-----------------|-------------|-----------------|-------------|--|--|
| Syn | • | Qty | Description | Tag | Luminaire Watts | Total Watts | | |
| | | 6 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 7980 | | |
| | | 2 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 2660 | | |

| Lur | Luminaire Schedule | | | | | | |
|-----------------|--------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Project: B1 70' | | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | |
| | | 8 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 10640 | |

| Lun | Luminaire Schedule | | | | | | | | |
|-----------------|--------------------|-----|-----------------|-------------|-----------------|-------------|--|--|--|
| Project: B3 70' | | | | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | | | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | | | |
| | | 8 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 10640 | | | |

| Luminaire Schedule | | | | | | | | |
|--------------------|------|-----|-----------------|-------------|-----------------|-------------|--|--|
| Project: B4 70' | | | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | | |
| | | 4 | GC 1300 N2-3_3 | GEN 4 LARGE | 1330 | 5320 | | |
| | | 8 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 10640 | | |

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/-3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



JOB NAME: WALTER B WILLIAMS JR PARK

LOCATION: BALDWIN COUNTY, GA

REF# QL-23163 REV: D1-A

DESIGNER: BLR

DATE: 11/6/2024

Existing Poles, Except B2

| Lur | Luminaire Schedule | | | | | | |
|-----|--------------------|--------|-----------------|-------------|-----------------|-------------|--|
| Pro | ject: | C1 70' | | | | | |
| Syr | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Lur | Luminaire Schedule Project: C3 70' | | | | | | |
|-----|------------------------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Pro | | | | | | | |
| Syr | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Lur | Luminaire Schedule | | | | | | |
|-----------------|--------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Project: C4 70' | | | | | | | |
| Syr | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Luminaire Schedule | | | | | | |
|--------------------|------|-----|-----------------|-------------|-----------------|-------------|
| Project: C7 70' | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts |
| | | 6 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 7980 |

| Lun | Luminaire Schedule | | | | | | |
|-----|--------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Pro | Project: C2 70' | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Luminaire Schedule | | | | | | | |
|--------------------|-----------------|-----|-----------------|-------------|-----------------|-------------|--|
| Pro | Project: C3 70' | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Lun | Luminaire Schedule | | | | | | |
|--------|--------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Pro | Project: C5 70' | | | | | | |
| Symbol | | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 5 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 6650 | |

| Lun | Luminaire Schedule | | | | | | |
|-----|--------------------|-----|-----------------|-------------|-----------------|-------------|--|
| Pro | Project: C8 70' | | | | | | |
| Syn | nbol | Qty | Description | Tag | Luminaire Watts | Total Watts | |
| | | 6 | GC 1300 NW4-3_3 | GEN 4 LARGE | 1330 | 7980 | |

| Watts Per Pole | |
|----------------|--------------------|
| Label | Watts |
| A1 | 10640 / 10.6 Kw |
| A2 | 7980 / 7.9 Kw |
| A3 | 10640 / 10.6 Kw |
| A4 | 7980 / 7.9 Kw |
| B1 | 15960 / 15.9 Kw |
| B2 | 15960 / 15.9 Kw |
| B3 | 15960 / 15.9 Kw |
| B4 | 15960 / 15.9 Kw |
| C1 | 6650 / 6.6 Kw |
| C2 | 6650 / 6.6 Kw |
| СЗ | 6650 / 6.6 Kw |
| C4 | 6650 / 6.6 Kw |
| C5 | 6650 / 6.6 Kw |
| C6 | 6650 / 6.6 Kw |
| C7 | 7980 / 7.9 Kw |
| C8 | 7980 / 7.9 Kw |
| TOTAL | 156940 / 156.94 Kw |

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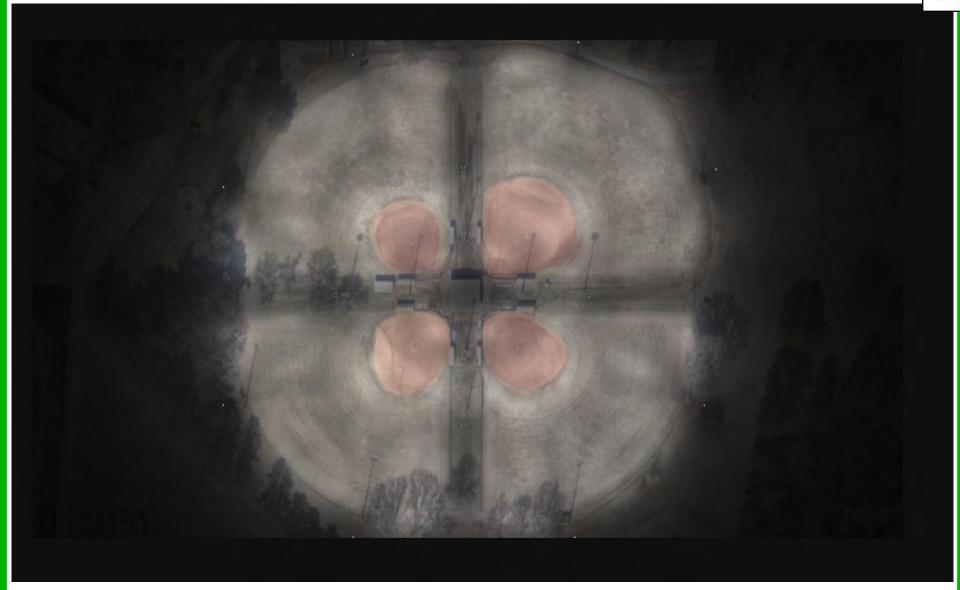


JOB NAME: WALTER B WILLIAMS JR PARK

LOCATION: BALDWIN COUNTY, GA

REF# QL-23163 REV: D1-A

DESIGNER: BLR DATE: 11/6/202



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



JOB NAME: WALTER B WILLIAMS JR PARK

LOCATION: BALDWIN COUNTY, GA

REF# QL-23163 REV: D1-A

DESIGNER: BLR DATE: 11/6/2024





Project: Walter B Williams Date: 11/18/2024

Location: Georgia
QL#: 23163D1A-SF9883

Quotation

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below

Sales tax is not included as part of this quotation.

Ballfields Walter B Williams Jr. Park Milledgeville, Baldwin County, Georgia

\$474,418

System Includes

- GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade. (4F 3 Fixtures) Two on Poles A2 and A4.
- GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade. (4F 4 Fixtures) Two on Poles A1 and A3.
- GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F 5 Fixtures) One on Poles C1-6.
- GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F 6 Fixtures) Two on Poles B1-4 and one on Poles C7-8.
- 4 On/Off GameChanger™ Switch
- Pole Inspection/Recertification, not included in this proposal but recommended by Qualite Sports Lighting, is estimated at \$2,000 per pole
- 16 Retrofit Pole Adder
- 4 Field Audit
- 1 _ 25-Year, Maintenance-Free Warranty
- 1 Project Design & Engineering Services
- 1 70' MH Prestressed, dodecagonal, concrete sports lighting pole. EPA of 21. 115 MPH per ASCE 7-10 Risk Cat II. Pole B2.
- Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
- 1 Foundation Design





Project: Walter B Williams

Date: 11/18/2024 Location: Georgia
QL#: 23163D1A-SF9883

- 1 Pole-In-Air Installation of GameChanger Lighting and Lighting Poles
 - Installation of B2 pole and 12 related fixtures
 - Foundation size to be determined
 - Typical soil/no casing included
 - Proposal includes offloading, assembly and installation of lighting equipment.
 - If geo-tech soil reports are not available from the owner, Qualite can offer these services at an additional cost. If geo-tech is not desirable, the owner will be required to execute a typical soil disclaimer.
 - Foundations priced into this proposal are based off of normal soils. No rock, debris, high water table or impassable materials are included in this cost. If rock or soil that requires casing or mudding is encountered, an additional \$6,500 per pole will be charged. If rocks are encountered, an additional \$500 per foot will be charged.
 - All necessary labor, equipment, insurance and miscellaneous materials are included.
 - Labor is non-union and is based off Fair Labor Rates.
 - Price based on site access sunrise to sundown, 7 days a week, with no work stoppage.
 - · Price based off one mobilization.
 - Owner to provide adequate access to site.
 - Due to size and weight of construction equipment, any damage to site due to construction is not included. This includes but is not limited to sod/grass, landscaping, irrigation, curbs, asphalt and concrete.
 - Site electrical, Conduit, distribution panels by others.
 - Pole wiring harness and pole disconnects are included and installed under this agreement.
 - No permits, license or utility costs are included.
- 1 Retro-Fit Installation
 - Proposal Includes removing of existing lighting from pole and placing on site for owner use/removal.
 - Proposal includes offloading, assembly and installation of lighting equipment.
 - Pole wiring harness, pole disconnect included in pricing.
 - All necessary labor, equipment, insurance and misc. materials are included.
 - · Labor is non-union and is based off Fair Labor Rates.
 - Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.
 - Owner to provide adequate access to site.
 - Any damage to site due to construction is not included.
 - Use of existing electrical and conduit is assumed and any site electrical shall be by others.
 - Concrete cutting is not included in the cost.
 - · Warranty valid as long as existing electrical is acceptable and wiring to poles will pass a basic Meggar test.

Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- Controls: If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- Warranty: Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warrantied
- Shortages/Freight Damage: In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- Replacement Parts: Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

Cooperative Purchasing

- COSTARS: The Commonwealth of Pennsylvania's Cooperative Purchasing Program. www.costars.state.pa.us. Contract: 014-E22-262.
- TIPS: The Interlocal Purchasing System. www.tips-usa.com. Contracts: Sports Facility Lighting, 21120301, 21120302; Trades, Labor and Materials (JOC), 23010401; Lighting Systems, Parts and Installations, 24060301; and Lighting Systems, and Installations (JOC), 24060302.



Project: Walter B Williams

Date: 11/18/2024 Location: Georgia QL#: 23163D1A-SF9883

Item 5.

Design Disclaimer

- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the
 permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

Quote and Payment Terms/Delivery of Products

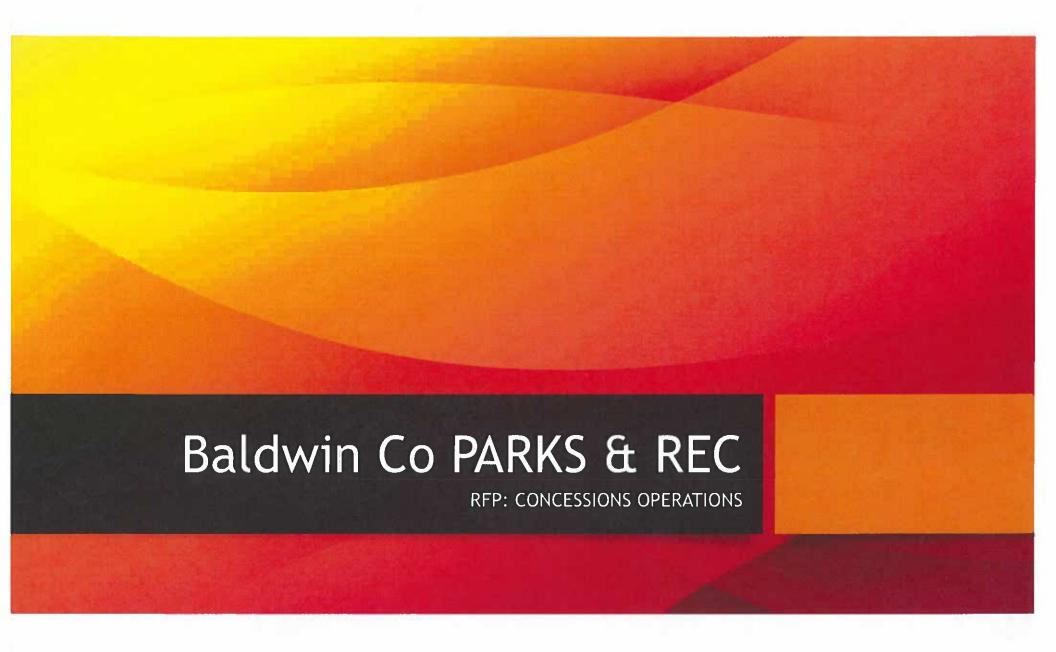
This quote is valid for 30 days.

The price of concrete poles is also good for 90 days. The price of steel poles is good for 30 days because of changing steel and tariff charges. Thirty percent (30%) of

the purchase price will be required at the time of order placement and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products.

Delivery of Qualite Sports Lighting products should be expected eight (8) to ten (10) weeks from signed submittal release unless prior arrangements have been made.

| Qualite Signature | Robert Denning | Title <u>VP of Construction Services</u> | Date 11/26/2024 |
|-------------------|----------------|--|-----------------|
| | | | |
| Signature | | Title | Date |



Company Background

Thank You for giving my company the opportunity to provide Food & Beverage services to the visitors at Baldwin Parks locations. My Name is Nickcole Cordell; I am one of the owners of Nicolasa's Catering & Concessions LLC. We have been in business since 2009.

We have since expanded out, bought a few food trucks and have had several exciting contracted opportunities in North & South Carolina, Tennessee, Ohio, Chicago, Michigan and Wisconsin.

Our menu has diverse options with room to change according to the contract or event. We look forward to working with the visitors and make sure to give the best experience possible.

Certifications

- National ServSafe for food and Alcohol handling

Business & Management courses w/degree

- Financial courses to help our business grow
- Hazmat training- Understanding chemicals and how to use them properly.

Clubs

- COFTA- Columbus Ohio Food Truck association
- **ECDI-** Invest Educate Innovate
- WBE- Women's Business Enterprise

Bid Offer for 2025

Nicolasa's is willing to offer the Parks and Recs Department/City of Baldwin Co 30% of sales that which will be made during any events in the service areas. This could be Concessions or catering events.

We offer 50% off to City workers!

Open for day and night events throughout 2025

Supply necessary equipment and staff to run all concessions stands

Sample Menu (Healthier Choices)

- Assorted Sandwiches (hot and cold) Fountain drinks/sodas (if able to install) \$2
- Pizza by the slice \$3 Lemonade & ice tea \$3
- Chicken tenders Basket \$8 (air fryer) Fruit smoothies \$4
- Mac n' cheese \$3
- PB & Jelly \$2
- All beef hot dog \$3

Nachos W/ Cheese \$4

Hummus W/veggies \$3

Soft Pretzels \$3

Fries/tots (Air fryer) \$3

Corndogs (Air Fryer) \$4

Assorted Snacks and Candy \$2

Assorted ice cream pops and snow cones \$3

Will provide reasonable priced party menu:(Sample) minimum of 10ppl. 2hours with support staff to stay throughout party. Setup and clean up.

Catering for all parties will include: 1 entrée, 1 side, and unlimited amount of fountain beverages. 2 hours of party service/he[per. Bring own cake and ice cream or allow us to supply you with themed cupcakes and choice of 1 ice cream pop per guest.

Pricing and actual food items can be discussed and decided by county and company upon award.

References

Aaron Hill Partner (south) 614.900.8756 Brian Richerson Marriott Properties 704.201.8688 Michael Hauge -partner (north) 614.537-4643 Erika Stephens Marriott Properties estephens95@yahoo.com Mark Jusko MT Holly Parks and Rec mark.jusko@mtholly.us Chis Meyer MI Entertainment Michigan Events & Festivals chris@mientertainmentgroup.com Chris North Levy Restaurants Ohio State Stadium cnorth@levyrestaurants.com Patti Smith Levy Restaurants North Carolina Nascar psmith@levyrestaurants,com

Thank You

season. Thank You again for giving me the opportunity to provide service at Baldwin Parks. Looking forward to working with you for the 2025

Nickcole Cordell

Nicolasa's Catering & Concessions LLC

527 Stafford Estates Dr Salisbury NC 28146

980-330-2790

614-949-1701(cell)

SUBMITTAL FORM

I would like to submit my proposed monthly fee along with menu and prices for the following location(s):

Walter B Williams Park Three Concession Stand: 20 % of gross receipts of sales per month.

I am able to work the desired hours of operation set forth by the Parks and Recreation Department for the location(s): (YES NO

Include Additional Sheets if Necessary

Menu for Three Concession Stands at Ball Fields

Prices for Menu Item

See A Hooked

Menu for Concession Room at Gymnasium

Prices for Menu Item

SEE A Hacked

References:

BBLAT Rosenburger Jones Count Parks; REC 476-256-5884

Kenny Epps MDS High School 478-361-7468

Jaci Lolling Beldwin Count 4>1.251-5343

Contact Information:

Name: Address: Onlof the Park Concessions LLC

Telephone Number: 478-361-4036

Email Address: Scotte out of the part - DIFO

Authorized Signature: Last

11/27/2024 Date:

Concession Prices

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

| Snacks | | |
|-----------------------|---------|--|
| Boiled Peanuts | \$ 3.50 | |
| Chips | \$ 1.50 | |
| Mini Dots | \$ 4.00 | |
| Nachos | \$ 3.50 | |
| Pickle | \$ 2.00 | |
| Popcorn | \$ 2.50 | |
| Slim Jim | \$ 2.25 | |
| Frozen Icee Red/Blue | \$ 4.00 | |
| SunFlowers Seeds | \$ 2.75 | |

| Food | | |
|-----------------|---------|--|
| BBQ Sandwhich | \$4.00 | |
| Cheese Burger | \$3.75 | |
| Hamburger | \$ 3.50 | |
| Hot Dog | \$3.00 | |
| Sausage Dog | \$4.00 | |
| Nachos with BBQ | \$ 7.25 | |

| Drinks | | |
|---------------|---------|--|
| Body Armor | \$ 3.00 | |
| Lemonade | \$ 2.00 | |
| Monster Drink | \$ 3.00 | |
| Powerade | \$ 3.00 | |
| Soft Drinks | \$ 3.00 | |
| Terry Tea | \$ 2.00 | |
| Water | \$ 3.00 | |

| Concession Prices | | | | | |
|-------------------|---------|-----------------------|----|------|--|
| Candy | | Snacks | | | |
| Airhead Xtremes | \$ 2.00 | BBQ Nachos | \$ | 7.25 | |
| Airheads | \$ 0.40 | Chips | \$ | 1.50 | |
| Baby Bottle Pop | \$ 2.00 | Extra Cheese/Sauce | \$ | 0.50 | |
| Blow Pop | \$ 0.75 | Nachos | \$ | 3.50 | |
| Bubble Tape | \$ 2.50 | Pickle | \$ | 1.50 | |
| Candy Bars | \$ 2.00 | Popcorn | \$ | 2.50 | |
| Cotton Candy | \$2.50 | Slim Jim | \$ | 2.25 | |
| Push Pop | \$ 2.00 | | | | |
| Ring Pop | \$ 0.85 | | | | |
| Food | | Drinks | | | |
| BBQ Sandwhich | \$4.00 | Body Armor | \$ | 2.75 | |
| BBQ Nachos | \$ 7.50 | Monster Drink | \$ | 3.00 | |
| Pizza Slice | \$ 2.50 | Powerade | \$ | 3.00 | |
| Chicken Salad | \$3.50 | Soft Drinks | \$ | 3.00 | |
| Pimento Cheese | \$3.50 | Starbucks Frappuccino | \$ | 2.75 | |
| | | Water | \$ | 3.00 | |