



# BALDWIN COUNTY REGULAR MEETING

March 17, 2026  
1601 N Columbia St, Suite 220  
6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

1. Approval of the February 17, 2026 regular meeting minutes and the executive session minutes.  
  
Approval of the March 5, 2026 called meeting minutes.

### PRESENTATIONS

2. Mrs. Georgia Wray Kimble - Certificate of Recognition in celebration of Ms. Kimble's 100th birthday.
3. Oak Hills Middle School Girls Basketball Team - Certificate of Recognition for winning the Girls Basketball Championship.
4. Latoya Howell - Women's History Month.

### OLD BUSINESS

### ADMINISTRATIVE/FISCAL MATTERS

#### 5. Avigation Agreement

Resolution R-2026-23 - Authorize an agreement with Georgia Power Company to allow an avigation agreement for over, across and through property owned by Georgia Power for aircraft landing, takeoff and maneuvering about the airport - County Manager.

#### 6. Hangar 3 Ground Lease

Resolution R-2026-24 - Authorize a Hangar W-3 ground lease between Jenron Holdings, LLC and Old Phoenix Center, LLC - County Manager.

#### 7. Surplus Property

Resolution R-2026-25 - A resolution declaring certain property as surplus and providing a mechanism to sell and dispose of surplus property - County Manager.

**8. National Opioid Settlement**

Resolution R-2026-26 - Authorize Baldwin County participation in the National Opioid Settlement - County Attorney.

**9. Concessions Contract**

Resolution R-2026-27 - Authorize a concessions contract with Out of The Park - County Manager.

**10. Terminal Apron Expansion**

Authorize a change order to the agreement with Holt Consulting Company, LLC for additional design services for the airport terminal apron expansion - County Manager.

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

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

**EXECUTIVE SESSION**

11. Executive Session to discuss a personnel matter.

**ADJOURNMENT**

**REMINDERS**

Good Friday - April 3, 2026 - All non-emergency departments will be closed in observance of Good Friday.

Commission Meeting - April 7, 2026 - 6:00 PM, Baldwin County Government Center, 1601 N Columbia Street, Suite 220

Commission Meeting - April 21, 2026 - 6:00 PM, Baldwin County Government Center, 1601 N Columbia Street, Suite 220



Baldwin County Board of Commissioners  
Regular Meeting

February 17, 2026  
1601 N Columbia St, Suite 220  
6:00 PM

AGENDA

PRESENT

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

OTHERS

Carlos Tobar  
Brandon Palmer  
Dana Lleras  
Bo Danuser

CALL TO ORDER

Chairman Butts called the February 17, 2026 Baldwin County Board of Commissioners meeting to order at 6:00 PM.

INVOCATION

Chairman Butts asked for a moment of silence for Ethan Knight who worked for the county in the GIS department, he passed away in his sleep; Honorable Reverend Jesse Jackson, the civil rights icon and for former Mayor Johnny Grant.

Deputy Sheriff Col. Scott Deason led the prayer.

PLEDGE OF ALLEGIANCE

Vice Chairman Scott Little led the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Davis made motion Approve the February 3, 2026 regular meeting minutes and executive session minutes and the February 10, 2026 called meeting and executive session minutes.

Commissioner Little asked that the minutes be amended to reflect comments at the end of the meeting made by commissioner Davis when she stated that in regard to a text message Commissioner Little would not understand because he was not black, never had been, and never will be. No one objected to the amendment.

Commissioner Hall seconded the motion with the amendments. The motion passed unanimously.

Commissioner Hall made a motion to the amend the agenda to add a resolution for an extension of the moratorium on solar farms. Commissioner Little seconded the motion and the motion passed unanimously.

## PRESENTATIONS

Latonya Howell gave a presentation on Black History Month. She discussed the reconstruction after the Civil War and defining the legal, social, and political status of 4 million newly freed African Americans. This ushered in the Jim Crow Laws between 1877 to 1965 in an era of separate but equal doctrine that forced segregation in schools, transportation, and public facilities. She told of the impact the Jim Crow laws had in Milledgeville and Baldwin County by creating separation with water fountains, in transportation, education and the integration of Baldwin High School in 1966, having white and colored sections in restaurants and other business, and businesses that refused entrances to African Americans all together.

Ms. Howell told of the boycotts in Milledgeville in 1969 that resulted from two state troopers beating and African American male at the state patrol post. Outraged African American citizens took to the streets; activists and local citizens joined in the boycotts meeting opposition, threats, and beatings. After four month, the boycott led to improved treatment of African Americans, including their treatment by the police department.

Ms. Howell read a poem.

## ADMINISTRATIVE/FISCAL MATTERS

### Appointments

#### Department of Family and Children Services

Commissioner Davis nominated Dr. Salathiel Coleman to the Department of Family and Children Services.

Chairman Butts nominated Donna James.

Commissioner Little nominated Patricia Wolf.

Attorney Palmer explained the procedure for making appointments and that anyone could make a nomination.

There was a discussion about the nomination policy and that the board could waive the policy.

Commissioner Davis made a motion to table the appointment. Chairman Butts seconded the motion to table.

Chairman Butts asked for the commissioners to reach out to him as to whether they wanted to follow precedence or the policy. There was further discussion about the appointment.

Commissioner Strickland stated that he was supportive of making a change but found they should live within policy. Commissioner Little expressed his concern that the appointment had not been made since December.

Commissioners Hall, Butts, and Davis voted to table the appointment. Commissioners Strickland and Little voted not to table. The motion carried and the appointment to the Department of Family and Children services was tabled.

### Board of Tax Assessors

Commissioner Hall made a motion to table the appointment to the Board of Tax Assessors. The motion died from a lack of a second.

Chairman Butts nominated Ronald Stevenson for reappointment to the Board of Tax Assessors. Commissioner Davis seconded the motion.

Commissioner Strickland stated that after reviewing the Department of Revenue's performance review, there's no way he could support putting any of the current members back on the board. He stated that he felt it was a dire mistake, no one on the Board of Assessors could resolve issues.

Commissioner Hall stated he wanted to table the appointment until the commissioners heard the report from the Tax Assessor and how they would address the performance review.

Commissioner Little disagreed stating that they had gotten a report, and the community got a report twice in the newspaper and found it unacceptable. The community was not interested in kicking the can down the road, they were interested in seeing action. He was not going to support putting any of the current Board of Assessors back on the board.

Commissioner Davis stated she felt the Board of Assessors needed the opportunity to explain what was in the report and the commissioners needed to hear from them.

Chairman Butts stated that he did not have a problem with Mr. Stevenson, If he was not appointed tonight there was no need for him to attend the meeting that was being set up. If the Commission was going to get rid of the whole Board of Assessors, they needed to get rid of all five at the same time.

Chairman Butts read the rules of decorum.

Desiree Liggins addressed the Commissioner stating she didn't recall the request to disassemble the board. She was informed that the program they used was forced on them by the Commissioners. People should be given the opportunity to meet the requirements they didn't meet. She asked the Commissioners to not rush to make a decision because it would not be in the best interest of the community.

Ronal Stevenson addressed the Commissioners stating that he was up for reappointment on the Board of Assessors for District 2 and had served for 15 years with honor, respect and dedication. He asked why the Board of Commissioners did not want him to keep serving after being asked

by Chairman Butts. He stated the Board of Assessors put a plan of action in place and presented in it in 2025 and the Board of Assessors had been working on the plan of action before the department of Revenue review.

Maurice Liggins addressed the Commissioners stated that he wanted the Commissioners to be cautions of the democratic process, it seemed one person was trying to dictate who and how Chairman Butts could appoint from his district. It was his understanding that the Commissioners appointed one person from their district; no one Commissioners would know who was better to serve their district than the ones who serve that district. He asked why not support the person he wanted to appoint and then set the rules and get all the paperwork needed. He also stated that he felt something was going on behind the scenes; if they wanted the get rid of everyone on the board, get rid of all of at one time and explain to people why they are doing it.

Chairman Butts thanked Mr. Stevenson for his time serving and that he appreciated everything he did in his 15 years.

Commissioner Strickland stated that the Board of Assessors was a thankless and difficult job; he had a lot of respect for each of them individually but he represented the 4<sup>th</sup> district and the tax payers that lived in it. He stated that he didn't think they were getting what they deserved from the Board of Tax Assessors. Commissioner Strickland referenced a letter from the Department of Revenue calling for the Board of Assessors to provide a monthly with the progress of the digest completion; the report would include consolidation sheets, the percentage of appeals and the value of dispute.

Chairman Butts responded that they were waiting on the report and the Board of Assessors had not been given a chance to do what they wanted to do.

Commission Strickland responded that the Board of Assessors did not do what they said they were going to do.

Chairman Butts stated that if the Commissioners were going to remove all the Board at one time, they all should go together; anything else would be disrespectful.

Chairman Butts called for the vote.

Commissioners Butt, Hall and Davis voted in favor of reappointed Ronald Stevenson to the Board of Tax Assessors. Commissioners Strickland and Little voted against. The motion carried and Mr. Ronald Stevenson was reappointed to the Board of Tax Assessors.

### **Solar Farm Moratorium**

Chairman Butts read the caption for Resolution R-2026-17 enacting a moratorium on solar projects.

The resolution was presented as follows:

## RESOLUTION R-2026-17

A RESOLUTION ENACTING A MORATORIUM ON SOLAR PROJECTS, SOLAR ENERGY SYSTEMS, AND SOLAR ENERGY DEVELOPMENT FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS WHILE THE COUNTY CONSIDERS CHANGES TO ITS SOLAR ENERGY DEVELOPMENT ORDINANCE; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM, TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

### WITNESSETH:

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

WHEREAS, Baldwin County has been vested with substantial powers, rights and functions under Article IX, Sec. II, Par. I of the Georgia State Constitution to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other developmental approvals where exigent circumstances exist to warrant the same, pursuant to case law found at City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); Taylor v. Shetzen, 212 Ga. 101 (1955); Lawson v. Macon, 214 Ga. 278 (1958); and

WHEREAS, County staff is in the process of reviewing and preparing recommended changes to the County’s Solar Energy Development Ordinance (Chapter 17 of The Code of Ordinances, Baldwin County, Georgia); and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia (“the Board of Commissioners”) is, and has been, interested in developing a cohesive and coherent policy regarding development in the County, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board of Commissioners has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, and the general welfare of the community and other public requirements; and

WHEREAS, it is the belief of the Board of Commissioners that the concept of “public welfare” is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation, preservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving existing neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

WHEREAS, the Board of Commissioners' desire to review and revise its Solar Energy Development Ordinance necessitates a cessation of the construction, installation, enlargement of, or alterations to solar projects, solar energy systems, and solar energy development and finds that such cessation is reasonable and in the public interest.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Findings of Fact.** The Board of Commissioners hereby makes the following findings of fact:
  - a. It appears that the County's Solar Energy Development Ordinance is in the process of being reviewed and revised by the County;
  - b. The County's ongoing revision of its Solar Energy Development Ordinance requires a cessation of the application for and issuance of any solar development permits, variances, or licenses or other permits pertaining to solar projects, solar energy systems, or other solar energy developments;
  - c. It is necessary and in the public interest to delay, for a reasonable time, the processing of applications for and the issuance of any solar development permits, variances, or licenses or other permits pertaining to solar projects, solar energy systems, or other solar energy developments, to ensure that the same are consistent with the long-term planning objectives of the County.
3. **Moratorium on Solar Energy Development.** The County does hereby enact a moratorium for an indefinite period, not to exceed six (6) months from the effective date of this Resolution, to allow the County Manager and staff to adequately study, review, evaluate, and devise a recommendation to the Board of Commissioners regarding revisions to the County's Solar Energy Development Ordinance. The duration of this moratorium shall be until the Board of Commissioners adopts a revision of the County's Solar Energy Development Ordinance or until the expiration of six (6) months from the date of adoption of this Resolution, whichever first occurs; or until such time as may be later set by the County.

During the moratorium period, no applications for any solar development permits, variances, licenses or other permits of any kind shall be accepted by the County or any of its Departments, Boards, or Committees pertaining to solar projects, solar energy systems, or other solar energy developments to be located or operated on any property located within the unincorporated area of Baldwin County, Georgia. Any such applications tendered and/or submitted to the County or any Department, Board, or Committee during this moratorium period shall not be accepted, considered, nor acted upon by the County, nor any Department, Board, or Committee thereof. Should an application be accepted, in error, during the moratorium period, such application shall be deemed null and void and have no effect whatsoever and shall constitute no

assurance of any right to engage in any act or action related to the development of solar projects, solar energy systems, or other solar energy developments. Reliance on any such permit shall be unreasonable.

This moratorium shall have no effect upon approvals of solar development permits, licenses, or other permits for solar projects, solar energy systems, or other solar energy developments previously issued or as to development plans previously approved by the County prior to the effective date of this Resolution. Property owners who claim to have a vested right, pursuant to the laws of the State of Georgia, to obtain a solar development permit, license or other permit for solar projects, solar energy systems, or other solar energy developments must submit a written application for exception to the County Manager for submission and consideration by the County. The written application for exception must include verified supporting documentation of the facts and data that support their claim of vested right, and request for exception to the moratorium.

- 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 17<sup>th</sup> day of February, 2026.

BALDWIN COUNTY, GEORGIA

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Honorable Kendrick Butts, Chairman  
 Baldwin County Board of Commissioners  
 [SEAL]

ATTEST:

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

Commissioner Hall made a motion to adopt the resolution. Commissioner Little seconded the motion and the motion passed unanimously.

**OLD BUSINESS**

Commissioner Butts asked for an update on repairing the drive at the 125 Maple Drive. County Manger Tobar responded that he would get a report from the engineer.

Commissioner Davis asked for an update on the trash pickup in Lake Lauren Road. Mr. Tobar stated the report of trash on Lake Laurel had been submitted but he was unaware of trash falling out of the truck.

Commission Davis asked for a report on the complaints about boats and trailers parked on Fox Lair Road. Mr. Tobar responded that it had been reported to the Sheriff's Department. Col. Deason responded that he had not seen the complaints but Sheriff's Department routinely got complaints about truckers who dropped trailers; they were cited.

There was a discussion about placing signs in the areas and Col. Deason stated he would follow up in the morning.

### NEW BUSINESS

Commissioner Little asked about the width of the rights-of-way and how someone could get a permit to put a house that encroached in the right of way. Mr. Tobar stated that each street was different and the County Engineer had the records and the Planning and Development Department reviewed them before issuing permits. There was a discussion about rights-of-way.

County Manager Tobar announced that he had used a poor choice of words when trying to explain the length of a particular presentation. He stated that he attended a NAACP meeting and apologized for his comments. He thanked them for showing mercy and grace; he appreciated that. He further stated that he appreciated all the help he received from Madam President Cynthia Edwards.

Mr. Tobar stated that they all had to work together and he was committed to making sure all of Baldwin Count thrived, especially the southside.

### COUNTY MANAGER'S REPORT

County Manager Tobar gave his Manager's Report updating the Commission on:

- The Congressionally Directed Spending Bill for 1.3 million dollars for 10 affordable houses was approved by Congress. Commissioner Strickland reported that he and Commissioner Little had an opportunity travel to Washington DC and met with Senator Ossoff and Congressmen Austin Scott and Mike Collins; they advocated on behalf of the Congressionally Directed Spending Bill and were successful and he was proud to do this for Baldwin County. Commissioner Little stated that they were in Washington, DC, attending a leadership conference and took the opportunity to advocate for Baldwin County. He focused on the impact the funds would have in Baldwin County, he was glad to be a small part of getting the funding. The commissioners agreed to donated three parcels on Vinson Highway for this project.
- He received the specifications for the Collins P. Lee Memorial Library and the Twin Lakes Library Board would meet to approve the plans. They would be going out to bid at the end of the month.

### PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Harry Keim, Chairman of the Baldwin County Board of Assessors, addressed the Commissioners providing information about the statistics from the Board of Assessors including property values assessed values, amount of taxes levied, and fair market values from 2021 to 2025. The growth had been dramatic.

Michael Foy addresses the Commission complimenting them on working on a development plan because this was a growing community and they needed controlled growth. He knew the problems created by overgrowth in the wrong areas. There would be 9 convenience stores within a mile and a half of Sinclair Marina Road. He thanked the Commissioners for their had work and hoped they would continue to make good decisions.

Cynthia Ward Edwards addressed the Commissioners stating that Mr. Tobar addressed the NAACP in reference to the comments he made. They were grateful that he showed ownership of the comments he made, but sometimes that was not enough. She asked if Mr. Tobar would be willing to take some type of sensitivity training because those comments should not continue to happen under any circumstances; there needed to be changed behavior.

Fidelis Filifac addressed the Commissioners regarding the Aquatic Center and the fact the it would be a cashless system. He felt that would be an obstacle to accessibility; there were a lot of people who still depended on cash.

There was a discussion about the Aquatic Park and having a website devoted to the park, including being able to buy tickets online.

Desiree Liggins addressed the Commissioners asking Chairman Butts if it was in the ordinance that they could not clap or was it something he was asking them to do. Chairman Butts responded that he was asking. Ms. Liggins stated that they couldn't force anyone not to clap, she had her rights and she had a lawyer.

Ms. Liggins asked why Sydney Butts Road was still not finished; the driveways were not seamed together and the rocks were eroding exposing what was there before. She asked what the county was doing to implement a TNR program and if there were any grants available to control the homeless population of feral cats. She stated that they would not have to have moratoriums on zoning if they had zoning; she stated that there were too many gas stations, vape shops and liquor stores – she asked what County was doing to protect the citizens. She stated that she drove by the golf course, it was closed; she asked why the entrance sign would have home of the GCSU Bobcats because the golf course belonged to the people of Baldwin County not the college – asking if the college was giving money to promote the college.

Latonya N. Howell addressed the Commissioners regarding her presenting on Black History Month stating that she was asked to give the presentation, she did not volunteer to do it. Constituents requested that she continue to let people know the contributions made by our community members. It took time to do research and she did it out of dedication. Comments the comments that were made were heartbreaking. She thanked the community for rallying to support her and the members here.

Quintin T. Howell addressed the Commission regarding the loss of Civil Rights Icon Jesse Jackson. He stated that his teachings should have been used regarding comments made toward

the Mayor about a video she made during her election campaign. He thanked Mr. Tobar for his apology and discussed political comments and people trying to defend the indefensible. His prayer and hope were that there was more togetherness and less division, especially when it came to race; they had to have conversations of uncomfortable truths.

Maurice Liggins addressed the commission regarding Rev. Jesse Jackson's death and his 5 decades long involvement in the American Civil Rights history. He presented quotes from Rev. Jackson and the power of his language to distill the struggles of citizens, provide affirmations, and to motivate change. Mr. Liggins stated that hope for Jackson was an act of resistance.

Commissioner Little thanked Ms. Howell and thought she did a fantastic job.

Chairman Butts stated the even though it was not in the ordinance to not clap, it was one of the responsibilities of the Chairman to control the decorum of the room so he could set the rules that he wanted to see to ensure respectfulness. He graciously asked everyone to not clap, not speak out and to address only the Chair.

### EXECUTIVE SESSION

Commissioner Little made a motion to enter into executive session to discuss personnel and legal matter. Commissioner Davis seconded the motion and the motion passed unanimously.

The commissioners entered into closed session at 7:19 PM.

Commissioner Little made a motion to close the executive session. Commissioner Hall seconded the motion and the motion passed unanimously.

Commissioner Little made a motion to return to open session. Commissioner Hall seconded the motion and the Commissioners returned to open session at 8:26 PM

### ADJOURNMENT

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

The February 17, 2026 Baldwin County Board of Commissioners meeting was adjourned at 8:26 PM.

Submitted,

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Kendrick Butts, 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

March 5, 2026  
1601 N Columbia St, Suite 220  
11:00 AM

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**AGENDA**

**PRESENT**

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

**OTHERS**

Carlos Tobar  
Brandon Palmer  
Dana Lleras  
Bo Danuser

**CALL TO ORDER**

Chairman Butts called the March 5, 2026 called commission meeting to order at 11:00 AM.

**FISCAL/ADMINISTRATIVE MATTERS**

**2026 CDBG Application**

Chairman Butts read the caption for resolution R-2026-18 stating the resolution authorized Baldwin County to apply for the FY 2026 Community Development Block Grant.

The resolution was presented as follows

**RESOLUTION R-2026-18**  
**RESOLUTION R-2026-BALDWIN COUNTY FY2026**  
**CDBG APPLICATION RESOLUTION**

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant program to assist cities and counties with improvements to public facilities, economic development, and housing in Georgia, and

WHEREAS, there exists in Baldwin County a need to provide public infrastructure and housing improvements to the County's FY2026 CDBG Target Area,

NOW THEREFORE, BE IT RESOLVED by the Chairman and Board of Commissioners that Baldwin County supports the application for FY2026 CDBG funds and that the County will apply for up to the maximum eligible amount of CDBG grant funds for infrastructure and housing improvements in the County's FY2026 CDBG Target Area. The County commits to the required cash match for the project, \$1,000 cash for the required

audits and all additional cash and/or in-kind services needed to complete the project over the grant amount.

BE IT FURTHER RESOLVED that Chairman is authorized and directed to act as the official representative of Baldwin County, to act in connection with the application, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required;

BE IT FURTHER RESOLVED that Chairman is authorized to enter into an agreement for engineering and grant administration services relating to the application and subsequent grant (if funded) and to execute the application and other required documents on behalf of the County including the grant award package (if funded);

BE IT FURTHER RESOLVED that the County commits to own, operate, and maintain all proposed improvements;

BE IT FURTHER RESOLVED that the County hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and in accordance with the Georgia Department of Community Affairs' Section 3 Compliance Plan will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The County hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Architectural Barriers Act of 1968. The County hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed infrastructure and housing improvements are in conformance with Baldwin County's Comprehensive Plan and are not inconsistent with the County's Service Delivery Strategy;

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

BE IT RESOLVED this 5<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Kendrick Butts, Chairman

**CERTIFICATION**

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by Baldwin County on the date so stated in said Resolution. I further certify that I am the County Clerk and that said Resolution has full force and effect the 5<sup>th</sup> day of March, 2026.

ATTEST: \_\_\_\_\_  
Bo Danseur, County Clerk

County Manager Carlos Tobar stated that since 2024 there had been a housing component to the CDBG. The 2026 CDBG housing cash match was \$46,000 from the general fund and the sewer cash match of \$300,000 would come from SPLOST.

Commissioner Hall asked why there had to be a housing component. Mr. Tobar responded the housing component allowed an application each year and that accelerated the sewer repairs. Two homes would be reconstructed.

There was a discussion about the scope of the CDBG grant which would replace terra cotta pipes and about the concerns of encumbering general fund and sales tax dollars for upcoming years.

County Manger Tobar left the meeting to get information about the what was approved with the SPLOST referendum. The commissioners moved to the next item of the agenda until his return.

**Solicitor General Budget Amendments**

Chairman Butts read the caption for resolution R-2026-19 stating the resolution authorized amendments to the Office of the Solicitor General.

The resolution was presented as follows:

**RESOLUTION 2026-19**

**A RESOLUTION TO AMEND THE FISCAL YEAR 2026 ANNUAL OPERATING BUDGET RELATING TO THE OFFICE OF THE SOLICITOR GENERAL OF BALDWIN COUNTY; AND FOR OTHER PURPOSES.**

WITNESSETH:

**WHEREAS**, Baldwin County, Georgia (the “County”) is a duly formed political subdivision of the State of Georgia; and

**WHEREAS**, the Board of Commissioners of Baldwin County, Georgia, has previously adopted the Fiscal Year 2026 Annual Operating Budget for the County; and

WHEREAS, it now appears that the budget for the 2026 fiscal year requires amendment in order to address the operational and financial needs of the Office of the Solicitor General of Baldwin County, including adjustments that have arisen since adoption of the original budget; and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia has determined that it is desirable and in the best interests of the County to amend the Fiscal Year 2026 Annual Operating Budget as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

- 1. **Incorporation of Recitals.** The above-stated recitals are true and correct and are incorporated herein by reference as if fully set forth herein.
- 2. **Approval of Budget Amendment.** The amendment to the Fiscal Year 2026 Annual Operating Budget relating to the Office of the Solicitor General of Baldwin County, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby amended pursuant to O.C.G.A. § 36-81-3.
- 3. **Severability.** In the event any provision of this Resolution is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.
- 4. **Repeal of Conflicting Resolutions.** Any and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.
- 5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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

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

**Resolution R-2026-19**  
**Exhibit A**

		FY 25 ACTIVITY	FY 26 BUDGET	FY 26 ADJUSTED BUDGET	DIFFERENCE
<b>100 - GENERAL FUND</b>					
<a href="#">100-2360-511100</a>	REGULAR EMPLOYEES	\$ 441,388.45	\$ 459,517.82	\$ 384,619.57	\$ (56,768.88)
<a href="#">100-2360-511150</a>	ELECTED/APPOINTED OFFICLS	\$ 119,640.00	\$ 125,000.00	\$ 125,000.00	\$ 5,360.00
<a href="#">100-2360-511110</a>	VICTIM ASSISTANCE EMPLOYEES	\$ -	\$ -	\$ 61,762.25	\$ 61,762.25
<a href="#">100-2360-512100</a>	GROUP INSURANCE	\$ 17,633.31	\$ 18,000.00	\$ 18,000.00	\$ 366.69
<a href="#">100-2360-512200</a>	SOCIAL SECURITY (FICA)	\$ 39,464.37	\$ 44,715.61	\$ 44,715.61	\$ 5,251.24
<a href="#">100-2360-512410</a>	RETIREMENT CONTR-COUNTY	\$ 35,926.41	\$ 33,000.00	\$ 36,000.00	\$ 73.59
<a href="#">100-2360-512415</a>	RET CONTR-COUNTY-FEB 2019 (401A)	\$ 12,470.64	\$ 12,000.00	\$ 12,500.00	\$ 29.36
<a href="#">100-2360-512420</a>	RETIRE CONTR - COUNTY - OTHER	\$ 10,114.97	\$ 10,000.00	\$ 10,500.00	\$ 385.03
<a href="#">100-2360-522230</a>	REPAIRS & MAINT-OTHER EQU	\$ 6,734.24	\$ 6,800.00	\$ 6,800.00	\$ 65.76
<a href="#">100-2360-522320</a>	RENTAL OF EQUIP/VEHICLES	\$ 2,359.95	\$ 3,400.00	\$ 3,400.00	\$ 1,040.05
<a href="#">100-2360-523100</a>	INSURANCE (NOT EMP BENEF)	\$ 901.49	\$ 900.00	\$ 900.00	\$ (1.49)
<a href="#">100-2360-523210</a>	TELEPHONE	\$ 5,430.69	\$ 5,000.00	\$ 5,000.00	\$ (430.69)
<a href="#">100-2360-523220</a>	POSTAGE	\$ 830.94	\$ 1,000.00	\$ 1,000.00	\$ 169.06
<a href="#">100-2360-523400</a>	PRINTING AND BINDING	\$ 3,473.62	\$ 3,000.00	\$ 3,000.00	\$ (473.62)
<a href="#">100-2360-523500</a>	TRAVEL	\$ 3,944.58	\$ 3,500.00	\$ 3,500.00	\$ (444.58)
<a href="#">100-2360-523700</a>	EDUCATION AND TRAINING	\$ 1,508.00	\$ 2,000.00	\$ 2,000.00	\$ 492.00
<a href="#">100-2360-523952</a>	VOCA-SOLICITOR PROGRAM	\$ 90,972.00	\$ 160,000.00	\$ 90,104.00	\$ (868.00)
<a href="#">100-2360-531110</a>	OFFICE SUPPLIES	\$ 4,273.14	\$ 4,000.00	\$ 4,000.00	\$ (273.14)
<a href="#">100-2360-552120</a>	WORKERS COMPENSATION	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
		<b>\$ 837,781.86</b>	<b>\$ 892,833.43</b>	<b>\$ 813,801.43</b>	<b>\$ 16,734.63</b>
Separate fund					
<a href="#">100-2360-523954</a>	VICTM ASSIST PROG (FINES)	\$ 40,715.06		\$ 40,000.00	\$ (715.06)

County Attorney Brandon Palmer stated the Solicitor General was good with the amendments.

Commissioner Hall stated that he met with the Solicitor and they came up with a solution and she was satisfied with the budget amendments.

Commissioner Hall made a motion to approve the budget amendments to the Solicitor General Budget. Commissioner Little seconded the motion and the motion passed unanimously.

**Probate Court Budget Amendments**

Chairman Butts read the caption for resolution R-2026-20 stating the resolution authorized amends to the Office of the Probate Court.

The resolution was presented as follows

**RESOLUTION 2026-20**  
A RESOLUTION TO AMEND THE FISCAL YEAR 2026 ANNUAL OPERATING BUDGET RELATING TO THE OFFICE OF THE PROBATE COURT OF BALDWIN COUNTY; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, the Board of Commissioners of Baldwin County, Georgia, has previously adopted the Fiscal Year 2026 Annual Operating Budget for the County; and

WHEREAS, it now appears that the budget for the 2026 fiscal year requires amendment in order to address the operational and financial needs of the Office of the Probate Court of Baldwin County, including adjustments that have arisen since adoption of the original budget; and

WHEREAS, the Board of Commissioners of Baldwin County, Georgia has determined that it is desirable and in the best interests of the County to amend the Fiscal Year 2026 Annual Operating Budget as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

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

1. **Incorporation of Recitals.** The above-stated recitals are true and correct and are incorporated herein by reference as if fully set forth herein.
2. **Approval of Budget Amendment.** The amendment to the Fiscal Year 2026 Annual Operating Budget relating to the Office of the Probate Court of Baldwin County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, is hereby amended pursuant to O.C.G.A. § 36-81-3.
3. **Severability.** In the event any provision of this Resolution is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.
4. **Repeal of Conflicting Resolutions.** Any and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.
5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Bo Danuser

Baldwin County Clerk

## EXHIBIT "A"

100-GENERAL FUND	PROBATE COURT			
Account Number	Account Name	2025 YTD Activity	2026 Requested	2026 Budget Recommended
100-2451-511100	REGULAR EMPLOYEES	218,539.48	240,000.00	235,000.00
100-2451-511150	ELECTED/APPOINTED OFFICLS	116,147.11	114,000.00	114,000.00
100-2451-512100	GROUP INSURANCE	36,933.48	33,000.00	33,000.00
100-2451-512200	SOCIAL SECURITY (FICA)	24,417.77	18,000.00	18,000.00
100-2451-512410	RETIREMENT CONTR-COUNTY	47,186.93	48,000.00	48,000.00
100-2451-512415	RETIREMENT CONTR-401 A	6,144.34	6,600.00	6,600.00
100-2451-512420	OTHER RETIREMENT CONTRIB	5,352.11	6,500.00	6,500.00
100-2451-521200	PROFESSIONAL	18,700.00	15,000.00	15,000.00
100-2451-521300	TECHNICAL	10,487.19	10,200.00	10,200.00
100-2451-522230	REPAIRS & MAINT-OTHER EQU	5,578.55	5,000.00	5,000.00
100-2451-522320	RENTAL OF EQUIP/VEHICLES	4,219.43	4,000.00	4,000.00
100-2451-523100	INSURANCE -PROPERTY/LIABILITY	1,802.99	1,900.00	1,900.00
100-2451-523210	TELEPHONE	3,085.07	4,000.00	4,000.00
100-2451-523220	POSTAGE	2,100.00	3,000.00	3,000.00
100-2451-523300	ADVERTISING	0.00	500.00	500.00
100-2451-523400	PRINTING AND BINDING	4,974.96	7,400.00	8,000.00
100-2451-523500	TRAVEL	2,360.10	2,000.00	2,000.00
100-2451-523600	DUES AND FEES	1,206.00	800.00	1,500.00
100-2451-523700	EDUCATION AND TRAINING	0.00	2,000.00	2,000.00
100-2451-531110	OFFICE SUPPLIES	4,858.85	7,500.00	7,500.00
100-2451-531131	VITAL RECORDS OPER SUPPLS	2,813.32	3,000.00	4,000.00
100-2451-531600	SMALL EQUIPMENT	2,424.67	4,000.00	4,000.00
100-2451-552120	RISK MGMT/WORKERS COMP	35.00	600.00	600.00
<b>Total</b>		<b>519,367.35</b>	<b>537,000.00</b>	<b>534,300.00</b>

In the Manager's absence Commissioner Strickland stated that it was his understanding that the Probate Court's budget was reduced and not consistent with any conversation they had and that the current budget caused shortfalls on some fees. The budget amendment was to correct that and be more consist with the view of the Board; the amendments moved the budget to what it should be.

Commissioner Little made a motion to approve the budget amendments for the Probate Court. Commissioner Davis seconded the motion and the motion passed unanimously.

Moratorium on Multifamily Residential Development

Chairman Butts read the caption for resolution R-2026-21 stating the resolution enacted a moratorium on Multifamily Residential Development. The resolution was presented as follows:

**RESOLUTION 2026-21**

A RESOLUTION ENACTING A MORATORIUM ON MULTIFAMILY RESIDENTIAL DEVELOPMENT TO INCLUDE HORIZONTAL AND VERTICAL APARTMENTS, TOWNHOMES, DUPLEX AND MULTIPLEX DEVELOPMENTS IN THE AREA OF LOG CABIN ROAD FOR AN INDEFINITE PERIOD NOT TO EXCEED SIX MONTHS; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM; TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

**WITNESSETH:**

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

**WHEREAS**, Baldwin County has been vested with substantial powers, rights and functions under Article IX, Sec. II, Par. I to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the County;

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other developmental approvals where exigent circumstances exist to warrant the same, including to protect and preserve the status quo when acting on behalf of the public welfare and to ensure the provision of public safety and health;

**WHEREAS**, it is the belief of the Board of Commissioners of Baldwin County, Georgia (the “Board of Commissioners”) that the concept of “public welfare” is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation, preservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving existing neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County;

**WHEREAS**, the County has a strong interest in regulating growth management so as to lessen the burden on public utility, public infrastructure, public safety services and traffic congestion. The County imposes land use regulations to maintain orderly and safe operation of the County and to protect the citizens of the County;

**WHEREAS**, the County has determined that the area surrounding Log Cabin Road (as shown in Exhibit “A”, attached hereto) does not yet have the necessary infrastructure including,

but not limited to, public utilities and road capacity, to support an increase in the number of multifamily residential developments in the area;

**WHEREAS**, the Board of Commissioners recognizes the negative impact to health, safety and welfare to the citizens of the County and the burdens on the County should the County not take immediate measures to protect against additional multifamily residential developments in the area shown on Exhibit “A”;

**WHEREAS**, Board of Commissioners recognizes that substantial and irreparable harm would result to the citizens of the County if the County does not regulate the current land use procedures and impose a moratorium on multifamily housing in the area shown on Exhibit “A”;

**WHEREAS**, the Board of Commissioners has directed County staff to explore and present recommendations for implementing district-based land use regulations;

**WHEREAS**, the Board of Commissioners is, and has been, interested in developing a cohesive and coherent policy regarding development in the County, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole;

**WHEREAS**, the Board of Commissioners’ findings as stated herein and its desire to review and implement district-based land use regulations necessitates a cessation of multifamily residential development in the area shown on Exhibit “A” and finds that such cessation is reasonable and in the public interest;

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Findings of Fact.** The Board of Commissioners hereby makes the following findings of fact:
  - a. The area surrounding Log Cabin Road (as shown in Exhibit “A”, attached hereto) does not yet have the necessary infrastructure including, but not limited to, public utilities and adequate road capacity to support an increase of multifamily developments in the area;
  - b. The County staff is in the process of exploring options to prepare recommendations to the Baldwin County Board of Commissioners for implementation of district-based land use regulations;
  - c. The County’s implementation of district-based land use regulations and evaluating and planning necessary public infrastructure for increased multifamily housing developments in the area shown on Exhibit “A” requires a cessation of the application and issuance of any development permits, variances, or licenses or other permits pertaining to multifamily residential developments;
  - d. It is necessary and in the public interest to delay, for a reasonable time, the

processing of applications for and the issuance of any development permits, variances, or licenses or other permits pertaining to multifamily residential developments to ensure that the same are consistent with the long-term planning objectives of the County.

3. **Moratorium on Multifamily Residential Development.** The County does hereby enact a moratorium for an indefinite period, not to exceed six (6) months from the effective date of this Resolution, to allow the County Manager and staff to adequately study, review, evaluate, and devise a recommendation to the Board of Commissioners regarding implementation of district-based land use regulations and to study the impact of increased multifamily housing developments in the area shown on Exhibit “A”.

During the moratorium period, no applications for any development permits, variances, or licenses or other permits of any kind shall be accepted by the County or any of its Departments, Boards, or Committees pertaining to multifamily residential developments, including horizontal and vertical apartments, townhomes, duplex and multiplex developments, to be located or operated on any property located within the area shown on Exhibit “A”, attached hereto. Any such applications tendered and/or submitted to the County or any Department, Board, or Committee during this moratorium period shall not be accepted, considered, nor acted upon by the County, nor any Department, Board, or Committee thereof. Should an application be accepted, in error, during the moratorium period, such application shall be deemed null and void and have no effect whatsoever and shall constitute no assurance of any right to engage in any act or action related to the development of multifamily residential developments. Reliance on any such permit shall be unreasonable.

This moratorium shall have no effect upon approvals of permits for multifamily residential developments previously issued or as to development plans previously approved by the County prior to the effective date of this Resolution.

Property owners who claim to have a vested right, pursuant to the laws of the State of Georgia, to obtain a permit for multifamily residential development must follow the following procedure, which provides consideration of an exemption request from this moratorium where a claim of legal vesting is made:

- i. A written application shall be submitted to the County Manager, with verified supporting data, documents, and facts which the Applicant feels supports a claim of legal vesting. Such information will be reviewed by the Baldwin County Board of Commissioners and approved/denied within thirty (30) days of submission in a public meeting. During this 30-day timeframe, additional facts and data may be requested on behalf of Baldwin County by its staff to further the review process.
- ii. Should the Applicant fail to provide requested information or otherwise fail to cooperate during the review process, the exemption request will be

denied. If the information provided fails to support a claim of legally vested rights, the exemption request will be denied.

iii. Any exemption granted by the Board of Commissioners shall merely grant the Applicant the right to have County staff accept and process the underlying application in accordance with all existing County and State laws.

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 5<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

Honorable Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk  
Baldwin County, Georgia

Commissioner Strickland stated that he would like to get through Planning and Zoning before lifting this moratorium on Log Cabin Road. Log Cabin was one of the busiest roads and when Planning and Zoning was either adopted or struck down, they would be able to quit extending the moratorium.

Commissioner Little stated that in 2017 or 2018 it would have cost about 20 million dollars to four-lane Log Cabin and this would allow the county to plan for the density that dumps onto Log Cabin.

There was a discussion about the possibility of putting a roundabout at the intersection of North Jefferson Street and Log Cabin Road.

Commissioner Little made a motion to adopt the moratorium. Commissioner Strickland seconded the motion and the motion passed unanimously.

Mr. Tobar returned to the meeting.

## GDOT Transit Application

Chairman Butts read the caption for resolution R-2026-22 stating the resolution authorized application be submitted to the Georgia Department of Transportation Transit Fund Grant for the 2026 fiscal year.

The resolution was presented as follows:

### **RESOLUTION R-2026-22**

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE GEORGIA DEPARTMENT OF TRANSPORTATION TRANSIT TRUST FUND PROGRAM FOR THE 2026 FISCAL YEAR; AND FOR OTHER PURPOSES.

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Department of Transportation Transit Trust Fund Program for the 2026 Fiscal Year; and

WHEREAS, the grant provides supplemental operating funding along with additional funding for capital expenses associated with the operations of the Baldwin County Transit.

WHEREAS, the Baldwin County Transit provided affordable transportation to the low- and moderate-income citizens of Baldwin County.

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 Department of Transportation Transit Trust Fund Program.
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 5<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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

County Manager Tobar stated this grant required no match.

Commissioner Davis made a motion to approve the transit grant.

Mr. Tobar stated that the grant included bus repairs, operational supplies, and possibly an expansion vehicle.

Commissioner Little seconded the motion and the motion passed unanimously.

The commissioners returned to the 2026 CDBG application.

Mr. Tobar stated the SPLOST included public works infrastructure to include water, sewer, storm drainage, flood control, road, streets and sidewalk improvements.

Commissioner Davis made a motion to approve the 2026 CDBG application. Commissioner Butts seconded the motion.

There was a discussion about when the application would be approved and if approved when the funds would have to be spent. There was also a discussion about the timeline for encumbering funds and opting out of the grant if there were no SPLOST funds available in two years when the projects would have to be paid out.

Chairman Butts called for the vote.

The motion carried and the grant application was approved unanimously.

Commissioner Davis asked when Lake Laurel Road would be completed to keep mud out of people's driveways. Mr. Tobar responded that grass would have to be planted and he would check on that.

ADJOURNMENT

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

The March 5, 2025 called commission meeting was adjourned at 11:25 PM.

Submitted,

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Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia

## RESOLUTION R-2026-23

A RESOLUTION TO ACCEPT A CERTAIN AVIGATION EASEMENT; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO EFFECTUATE THIS RESOLUTION; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

## WITNESSETH:

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

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

WHEREAS, the County wishes to accept the Avigation Easement between Georgia Power Company and Baldwin County attached hereto as Exhibit "A"; and

WHEREAS, the Board of Commissioners has determined that the execution and acceptance of the Avigation Easement is in the best interest of the citizens of the County;

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Acceptance of Easement.** The County hereby approves and accepts the Avigation Easement attached hereto as Exhibit "A."
3. **Authorization of the Chairman and County Manager.** The Board of Commissioners hereby authorizes the Chairman to sign, execute, and deliver the Avigation Easement reflected in Exhibit "A."
4. **Other Actions Authorized.** The Chairman, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
5. **Actions Ratified, Approved and Confirmed.** The signatures in the Avigation Easement from the Chairman for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
6. **Severability.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced

as if such illegal or invalid provision had not been contained herein.

7. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.

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

SO RESOLVED, this \_\_ day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Kendrick Butts  
Chairman, Baldwin County Board of Commissioners

ATTEST:

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

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

**RESOLUTION R-2026-23**  
**EXHIBIT 1**

**AVIGATION EASEMENT STATE OF GEORGIA**  
**COUNTY OF BALDWIN**

**THIS AVIGATION EASEMENT** (the “Agreement”) is made and effective this \_\_\_\_ day of March, 2026, between Georgia Power Company (the “Property Owner”), whose address is 241 Ralph McGill Blvd, Atlanta, GA 30308, and Baldwin County Board of Commissioners (the “Board of Commissioners”), the governing authority of Baldwin County, whose address is 1601 N. Columbia Street, Suite 230, Milledgeville, GA 31061.

**WHEREAS**, the Property Owner is the sole record owner in fee simple of certain real property located in the County of Baldwin, State of Georgia, and more particularly described on Exhibit A, which is attached hereto and hereby incorporated herein (the “Property”); and

**WHEREAS**, the Board of Commissioners is the owner and operator of the Baldwin County Regional Airport (the “Airport”), situated in Baldwin County, Georgia, and in close proximity to the Property Owner’s property; and

**WHEREAS**, the Board of Commissioners desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the Airport; and

**WHEREAS**, the Property Owner has heretofore agreed, and desires hereby, to grant to the Board of Commissioners an avigation easement over, across and through the Property, for such free and unobstructed flight of aircraft landing upon, taking off from, or maneuvering about the Airport.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner agrees as follows:

1. Airspace. The airspace (“Airspace”) through which the easement and right-of-way are herein granted shall be that airspace located directly over and across the Property which lies at or above the “Approach” elevations as described and shown in the Baldwin County Airport “Obstruction Removal Exhibit” and attached hereto as Exhibit B. Said plat and descriptions contained in said plat being incorporated herein and made a part hereof by reference thereto for the purpose of a more complete and accurate description.

2. Grant of Easement for Passage of Aircraft. The Property Owner does hereby grant, bargain, sell, transfer, assign, convey, and set over unto the Board of Commissioners, its licensees, successors, and assigns, for the use and benefit of the general public at large, an easement and right-of- way for the free, unobstructed passage of aircraft, by whomsoever owned or operated, in and through the Airspace, now known or hereinafter used, for navigation of or flight in the Airspace and for the use of the Airspace for landing on, taking off from, or maneuvering about the

Airport. The Board of Commissioners and its successors and assigns are to have and to hold the easement and all rights appertaining thereto until the Airport is abandoned and no longer used for Airport purpose.

3. Restrictions on Structures. The Property Owner does hereby expressly agree to restrict the height of structures, objects of natural growth and other obstructions of any kind or nature whatsoever on the Property to avoid penetrating the Airspace as shown on the above-referenced plats. The Property Owner does hereby grant and convey to the Board of Commissioners a continuing right and easement to take such action necessary to keep the Airspace above the heights described and depicted on Exhibit B clear and free from any and all fences, crops, trees, poles, structures, buildings, objects of natural growth and other obstructions of any kind or nature, together with the right of ingress to, egress from, and passage over the Property for such purposes. In addition to, and in no way limiting the generality of the foregoing, if any trees on the Property extend into the Airspace, the Property Owner does hereby grant unto the Board of Commissioners, its successor and or assigns, the permission to enter into and onto the Property to reduce the height of such trees at its own expense (“Tree Removal”). Prior to engaging in any Tree Removal, the Board of Commissioners agrees to submit for Property Owner’s prior written approval, such approval not to be unreasonably withheld, either (a) a tree-trimming plan that addresses the scope of the Board of Commissioners’ work (including, without limitation, details on which trees will be trimmed, the manner of trimming, the party(ies) performing the trimming, and how the trimmings will be disposed of) (the “Tree Trimming Plan”), or (b) a tree-removal plan that addresses removal of trees on the Property within the Airspace, disposal of removed trees (which may include mulching), seeding and promoting the growth of native-growing plants such as flowers and grasses, and additional plans to suppress tall-growing vegetation (the “Tree Removal Plan”).

4. Restrictions on Electrical Interference. The Property Owner shall not use nor permit nor suffer use of the Property in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between Airport lights and others, or as to result in glare in the eyes of fliers using the Airport, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft.

5. Restrictions on Use of Property. The Property Owner shall not use nor permit or suffer use of the Property for landfills, open dumps, waste disposal sites, storm water retention ponds, creation of new wetlands, or any use that would be incompatible with the maintenance and operation of the Airport. To the extent not in conflict with any other provision contained herein or in this Agreement, the Property Owner shall retain the right to construct residential dwellings or improvements, and to put the Property to other legally permitted uses, so long as such work and use is done in accordance with all permissible Federal, State, and Local laws, rules, and regulations, including that the Property Owner gain all necessary governmental approvals and keep land clear of any structures, trees, or other objects or obstructions that impose upon the Airspace and aviation easement area.

6. Inherent Rights. There is reserved to the Board of Commissioners, its successors and assigns for the use and the right to cause in said Airspace such noise, vibration, fumes, dust, and fuel particulates, as may be inherent in the operation of aircraft, now known or hereafter used for

navigation of or flight in air, using said Airspace for landing at, taking off from, or operating on the Airport.

7. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon the Board of Commissioners shall be cumulative, but not restrictive to those given by law.

8. Compliance with All Laws, Rules, and Regulations. The Board of Commissioners always must comply with all local, state, and federal laws and ordinances, including any licensing and permit requirements. Without limiting the generality of this obligation, the Board of Commissioners must adhere to: (i) labor laws and regulations (including use of U.S. citizens or properly documented alien workers under the Immigration Act of 1990 and the Immigration and Nationality Act of 1952, as amended; Department of Homeland Security E-Verify registration and compliance as well as related state laws); (ii) safety and health standards created under the Occupational Safety and Health Act of 1970 or by each state or local health or safety authority with jurisdiction; (iii) applicable laws and regulations regarding environmental protection or hazardous substances (as further described herein); (iv) aviation laws and regulations (including any federal, state, and local laws, regulations, or ordinances related to tree height in proximity to airstrips or runways); (v) energy laws and regulations (including without limitation, any rules and regulations promulgated by the Federal Energy Regulatory Commission (“**FERC**”)); (vi) all federal, local, and state laws, rules, and regulations related to wildlife, migratory birds, endangered species, and other applicable plant and animal-related legal requirements; and (vii) the High Voltage Safety Act (as defined and further described herein) (collectively, “**Laws**”). Notwithstanding anything contained herein to the contrary, Property Owner shall have the right to request reasonable demonstrations from the Board of Commissioners of how Laws are met.

9. Hazardous Substances. The Board of Commissioners shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Property. In the event that such substances are inadvertently drained or spilled upon the Property, the Board of Commissioners agrees to be responsible for all costs attributable to or arising from the removal and clean up of said substances, to the satisfaction of Property Owner, from the Property.

10. Safety. If applicable, the Board of Commissioners will not use, and will prohibit its agents, employees and contractors from using, any tools, equipment or machinery within ten feet (10’) of Property Owner’s overhead conductors. The Board of Commissioners agrees to comply with the Official Code of Georgia (the “**Code**”) Section 46-3-30 et seq (High-Voltage Safety Act) and any rules and regulations promulgated thereunder, as applicable, and any other applicable State and Federal laws. If applicable, the Board of Commissioners will use the Property and perform any restoration obligations under the Agreement in accordance with all requirements of the National Electrical Safety Code, as revised, any successor code designated by Property Owner, and any applicable law or regulation that may be issued by an appropriate authority (“**Safety Codes**”). The Board of Commissioners further agrees to notify any contractors that may be employed by the Board of Commissioners of the existence of the Code and Safety Codes and their applicable regulations by requiring said work to be performed in compliance with said Code and Safety Codes and regulations by including same as a requirement in its requests for bids and including them in said contract let as a result of said bids. If applicable, the Board of

Commissioners will warn all persons whom the Board of Commissioners knows or should reasonably anticipate may be in the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous. The Board of Commissioners will not permit any individual to work on behalf of the Board of Commissioners within the Property unless the individual has executed a general release in a form acceptable to Property Owner. The Board of Commissioners will maintain such releases at the Board of Commissioners' offices and, upon request, deliver them to Property Owner for review and inspection.

11. Liens. The Board of Commissioners shall not permit any mechanics' or materialmen's or other liens to be filed or placed against the Property by reason of work, services or materials supplied to or claimed to have been supplied to the Board of Commissioners and if any such lien should at any time be filed against the Property, the Board of Commissioners shall cause the same to be discharged of record by paying the amount claimed to be due, by deposit in court or by posting bond within ten (10) days of the date of such filing. If the Board of Commissioners shall fail to discharge said lien within such period, in addition to any other rights or remedies of Property Owner, Property Owner may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by Property Owner for any of the aforesaid purposes or for the satisfaction of any other lien caused by the Board of Commissioners and all reasonable expenses of Property Owner in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees, shall be repaid by the Board of Commissioners to Property Owner on demand.

12. Release. The Property Owner hereby releases the Board of Commissioners and Baldwin County from any and all claims, liability, or causes of action against the Board of Commissioners or Baldwin County arising from circumstances beyond the negligence or willful misconduct of the Board of Commissioners or Baldwin County that the Property Owner has or may have in the future on account of the right of flight upon the Property which may now or hereafter be incident to the non-negligent operation of aircraft for flight in air, landing on, taking off from, or maneuvering about the Airport, including but not limited to, noise, vibration, fumes, dust, and fuel particulates, as may be inherent in the operation of aircraft.

13. Proof of Insurance. Upon written request by Property Owner, the Board of Commissioners shall provide certificates of insurance to Property Owner as evidence of insurance coverage (including, without limitation, commercial general liability insurance, airport general liability insurance, aviation insurance). Property Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

14. No Rights Granted to the General Public. Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall be construed as creating rights in the general public or as dedicating for public use any portion of the Property. No rights, except those expressly set forth herein, are granted, or shall be implied as granted, to Board of Commissioners hereunder.

15. Notice. For purposes of this agreement, any notice to be given in writing to The Property Owner shall be deemed effective when mailed by registered or certified mail, or statutory overnight delivery, with required postage prepaid, to the Property Owner's address as follows:

Georgia Power Company  
 Attn: Real Estate Services & Strategy – Bin 10151  
 241 Ralph McGill Blvd NE  
 Atlanta, GA 30308

With a copy to:  
 Georgia Power Company  
 Attn: Legal Department – Bin 10180  
 241 Ralph McGill Blvd NE  
 Atlanta, GA 30308

Similarly, any notice to be given in writing to The Board of Commissioners shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, or statutory overnight delivery, addressed as follows:

County Manager  
 Baldwin Board of Commissioners  
 Baldwin County Government Building  
 1601 North Columbia Street  
 Suite 230  
 Milledgeville, Ga 31061

16. Taxes and Assessments. The Board of Commissioners shall not, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Property.

17. Successors and Assigns. This Agreement, including the easement and right-of-way granted hereby and each and every term, covenant and condition hereof, shall be binding upon the Property Owner and its tenants, successors and assigns, including without limitation each and every record owner from time to time of the Property or any other person having an interest therein, shall run with the land and shall inure to the benefit of the Board of Commissioners and its successors and assigns.

18. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further or succeeding breach of the same or any other term, covenant, or condition hereof.

19. Severability. If any term of provision of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

20. Amendment. This Agreement may not be modified or amended, except by a writing executed and delivered by the Property Owner and the Board of Commissioners or their respective successors and assigns and recorded in Baldwin County, Georgia deed records.

21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and any applicable federal regulations.

22. Dispute Resolution. In the event that any dispute arises concerning this Agreement, venue for any litigation shall be in the Superior Court of Baldwin County. The prevailing party in any such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

23. Record Notice. This Agreement shall be recorded in the deed records of Baldwin County, Georgia. When recorded, each provision of this Agreement shall run with the Property, and shall be binding upon all owners, tenants, invitees, or occupants thereof, their heirs, successors, and assigns, invitees, and tenants. The acceptance by any party of any right of use, deed, lease, mortgage, or other interest in privilege pertaining to the Property whatsoever shall constitute acknowledgement and acceptance of terms of this Agreement and binding effects hereof.

[INTENTIONALLY LEFT BLANK – EXHIBIT A & B FOLLOW]

## Exhibit A

### Legal Description Lake Sinclair – Sinclair Dam Project Baldwin County Regional Airport Avigation Easement

All that tract or parcel of land lying and being in Land Lots 364 and 365 of the 1st District, Baldwin County, Georgia, generally consisting of the area of an unnamed island within the Georgia Power Company Lake Sinclair reservoir (hereinafter “Island”) lying and being within a civil airport airspace surface as defined by 14 CFR Part 77 for the Baldwin County Regional Airport (hereinafter “Airspace”) and being more particularly described as follows:

**BEGINNING** at a point at the intersection of the northerly edge of Airspace and the Island edge of normal pool, said point having a coordinate value of North 1149269.45 and East 331473.13, according to the Georgia State Plane Coordinate System, NAD83(2011), U.S. survey feet, Georgia East Zone, and being the **TRUE POINT OF BEGINNING**.

**THENCE** leaving said Point of Beginning as thus established and along said northerly edge of Airspace crossing Island, North 84° 02' 53" East for a distance of 907.48 feet to a point where said edge of Airspace intersects with the edge of normal pool on the opposite side of Island, said point having a coordinate value of North 1149363.55, and East 332375.67, said coordinate system.

Thence along the Island edge of normal pool in a southeasterly and southerly direction to a point where the Island edge of normal pool intersects with the southerly edge of Airspace, said point having a coordinate value of North 1148113.39, and East 332730.84, said coordinate system.

Thence along the southerly edge of Airspace, North 78° 53' 48" West for a distance of 231.26 feet to a point at the intersection of said southerly edge with the Island edge of normal pool, said point having a coordinate value of North 1148157.95, and East 332503.92, said coordinate system.

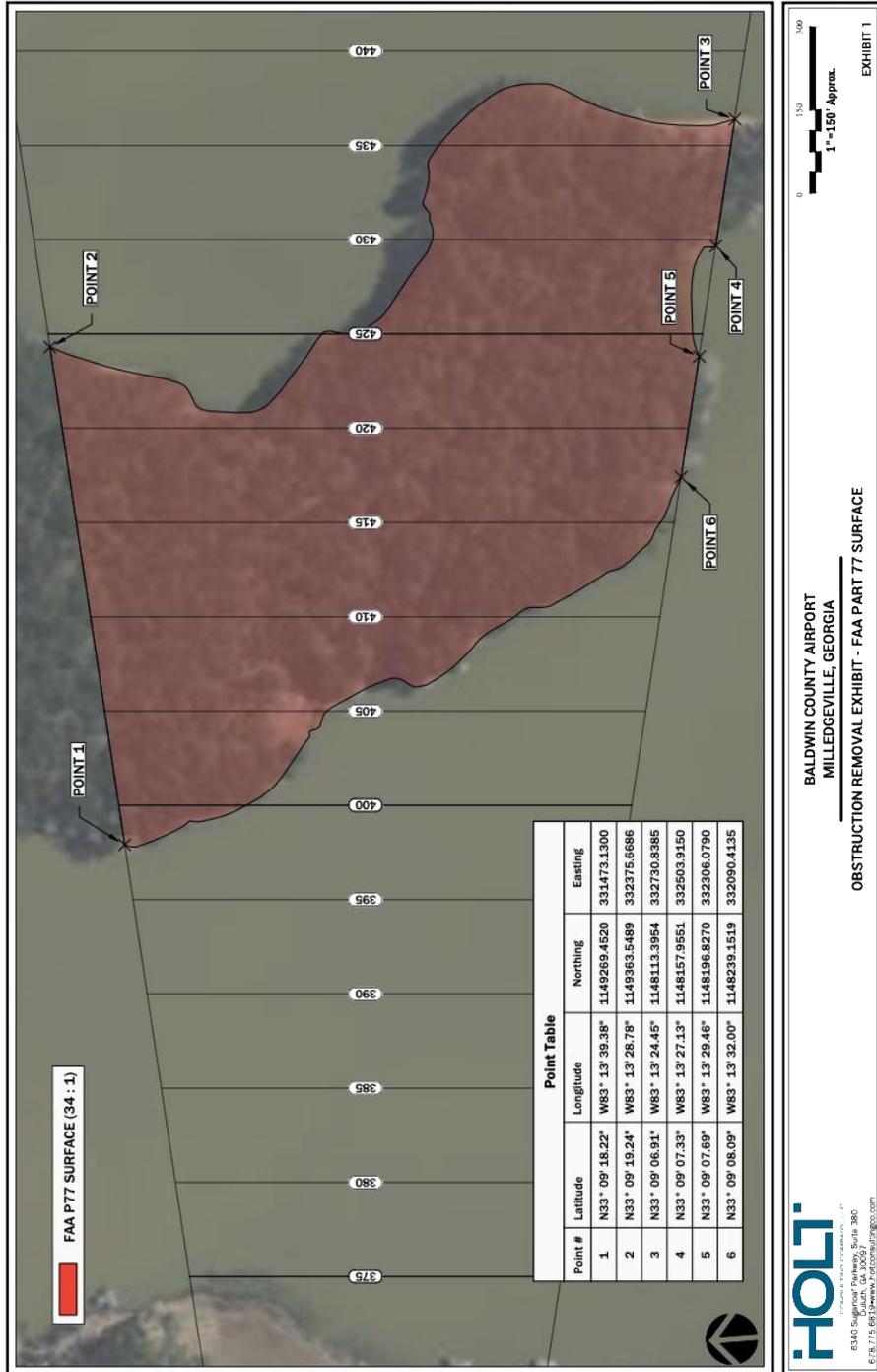
Thence along the edge of normal pool in a westerly direction to a point where the edge of normal pool intersects with the southerly edge of Airspace, said point having a coordinate value of North 1148196.83 and East 332306.08, said coordinate system.

Thence along said southerly edge of Airspace, North 78° 53' 48" West for a distance of 223.16 feet to a point at the intersection of said edge of Airspace with the Island edge of normal pool, said point having a coordinate value of North 1148239.15 and East 332090.41, said coordinate system.

Thence along Island edge of normal pool in a northwesterly direction to the **TRUE POINT OF BEGINNING**, said tract containing 20.3 acres more or less.

Said tract being as more fully shown on an exhibit prepared by Holt Consulting Company LLC, titled "Baldwin County Airport, Milledgeville, Georgia, Obstruction Removal Exhibit – FAA Part 77 surface, which exhibit is incorporated herein by reference for all purposes.

## Exhibit B Obstruction Removal Exhibit



IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and signatures effective as of March \_\_\_\_, 2026.

BALDWIN COUNTY, GEORGIA (SEAL)

\_\_\_\_\_  
Honorable Kendrick Butts  
Chairman, Baldwin County Board of Commissioners

Signed, sealed, and delivered  
This \_\_\_\_ day of \_\_\_\_\_ 2026.  
In the presence of:

\_\_\_\_\_  
Notary Public {SEAL}

My Commission expires: \_\_\_\_\_

Georgia Power Company

BY: \_\_\_\_\_  
Jennifer Winn  
Vice President - Land Department.

Signed, sealed, and delivered  
This \_\_\_\_ day of \_\_\_\_\_ 2026.  
In the presence of:

\_\_\_\_\_  
Notary Public {SEAL}

My Commission expires: \_\_\_\_\_

## RESOLUTION R-2026-24

A Resolution to Authorize the Lease Transfer for Baldwin County Regional Airport Hangar W-3  
from Jenron Holdings, LLC to Old Phoenix Center, LLC

WHEREAS, the Baldwin County Board of Commissioners have been informed of the desire of Jenron Holding, LLC to transfer their lease of Hangar W-3 to Old Phoenix Center, LLC.

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made part of this resolution as “Exhibit 1”.

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 to lease agreement between Jenron Holdings, LLC transferring the lease of Baldwin County Regional Airport Hanger W-3 to Old Phoenix Center, LLC.
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 authorize the transfer of the lease of Hanger W-3.
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 17<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

(SEAL)

---

Bo Danuser, County Clerk  
Baldwin County Georgia

HANGAR W-3  
(Previously #11)

GROUND LEASE AGREEMENT - ASSIGNMENT

(JENRON HOLDINGS, LLC to OLD PHOENIX CENTER, LLC)

This LEASE AGREEMENT made and entered into, in duplicate, this 1<sup>st</sup> day of July 2021, by and between Baldwin County, Georgia, a political subdivision of the State of Georgia, of the first part, herein called “Lessor”, and Old Phoenix Center, LLC, 109 Lakeshore Ct NE, Milledgeville GA 31061, of the State of Georgia, of the second part, herein called “Lessee”;

WITNESETH:

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said Lessor does hereby rent and lease to Lessee,

Lessee does hereby rent and lease from Lessor, the parcel of land depicted on the sketch attached hereto as Exhibit “A”, and by reference made a part hereof, together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

1. TERM. The base term of this escalating lease is for a period of twenty (20) years commencing on the first day of July 2021 and ending on June 30, 2041, unless terminated as provided herein. At the end of said base term, Lessor shall have the option of:
  - a. Terminate this lease and purchasing the improvements located thereon for the fair market value in which case this ground lease shall terminate at that time and Lessee shall execute in favor of Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to Lessor; or
  - b. Negotiate a new lease for an additional one ten-year (10) option or one fifteen-year option for a fee to be agreed upon between the parties.
2. RENTS. Lessee shall pay to Lessor, during the term of this lease, as monthly rental, in advance, on or before the first day of each and every month of the term of this lease the sum of (@\$.07/sq. ft.\*6400 sq. ft. = \$448/mo.) for the first five years and at a rate of (\$.07/sq.ft.\* 6400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date. The leased space includes a ten (10) foot wide buffer around the building.
3. BUILDINGS. Lessee covenants and agrees to construct upon the leased land, at their cost and expense, during the term of this lease, an aircraft hangar, or hangars like the hangar depicted on the preliminary plans provided to Lessor by Lessee, being generally described as 60 FEET LONG AND 60 FEET WIDE for an approximate square footage of 3600 SQUARE FEET. The

Lessee further agrees to construct a paved apron area as noted on the submitted drawings, “Exhibit A” at his/her expense. The parties understand and acknowledge that the plans previously provided are only preliminary and agree that the final plans and specifications shall be submitted to and approved by Lessor prior to construction of any buildings which shall be constructed in accordance with applicable building codes.

The attached ‘Exhibit B’ Memorandum of Understanding is made a part of this agreement to address the lessee’s responsibilities during the demolition and construction period of the hangar installation.

4. UTILITIES. Lessee shall pay for all installation, maintenance and monthly service for water, electricity, gas or other utilities used on said premises. Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises.

5. MAINTENANCE. Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. Lessee, at its cost and expense, shall at all times maintain the leased premises in as good a condition as when received by Lessee, and shall maintain the building being constructed by Lessee to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, Lessee shall surrender the premises to Lessor in as good or better condition as when received by Lessee, excepting only normal wear.

6. USE: Said premises shall be used for an aircraft hangar and aircraft storage, but the premises shall not be used for any other commercial purpose without the express written consent of Lessor and shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. Notwithstanding any other provision of this lease, the term “commercial venture” refers only to the use of the premises and does not apply or have any reference to the use of any aircraft that may be stored in any of the hangar(s) on said premises. The Lessee is responsible for complying with “Exhibit C”, *The FAA Policy on the Non-aeronautical Use of Airport Hangars*.

7. HOLD HARMLESS/ INSURANCE: At all times during the lease term, Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with Lessor named as an additional insured.

Lessee shall also obtain and maintain construction liability insurance during the construction of the hangar.

In satisfaction of the foregoing requirements, Lessee shall furnish to Lessor by delivery to the County Manager, Certificates of all insurance required by this Section, with each policy to

provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to Lessor and Lessee.

Lessee agrees further to indemnify and save harmless Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of the Lessee, its officers, agents, or employees or their successors or assigns otherwise. Lessee further agrees to pay all expenses in defending against any claims made against Lessor, provided however, that the Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of the Lessor, its agents or employees. The Lessee shall give to Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage.

8. INSPECTION. Lessor may enter upon the leased premises at reasonable hours to inspect the same for the purpose of seeing that Lessee is complying with all of its obligations hereunder.

9. DEFAULTS. If Lessee defaults for ten (10) days after written notice thereof in paying said rent, or if Lessee defaults for thirty (30) days after written notice thereof in performing any of Lessee's obligations hereunder; or if Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for any of Lessee's property, and such receiver is not removed within sixty (60) days after written notice from Lessor to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor's relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if Lessee makes an assignment for the benefit of creditors; or if any of Lessee's effects or interest in said premises shall be levied upon or attached under process not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor at its option may at once, or at any time during the continuance of such default or condition, terminate this lease by written notice to Lessee, or without terminating this lease, enter upon and rent said premises to others at the best price obtainable or reasonable effort, without advertisement and by private negotiation and for such term as Lessor shall deem proper.

In the event of such re-entering, Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting or in the event of such termination this lease shall be at an end.

Upon the exercise of either of said options by the Lessor, Lessee will at once surrender possession of the premises and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort. No termination of the term hereof shall effect Lessor's right to collect rent for the period prior to termination.

10. ASSIGNMENTS. Lessee may not, without the prior written consent of Lessor, assign this lease or any interest or rights hereunder, and Lessor agrees that it shall not unreasonably withhold its consent. Lessee may sublet said premises or any part thereof, or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations and ordinances affecting all tenants, licensees and invitees of the Lessor's properties; provided, however, that Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.

11. ALTERATIONS. It is hereby agreed that during the term of this lease and any extension thereof, the Lessee shall be allowed to make necessary alterations and changes to the building to be constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and proposed paint color, are submitted to the Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance. This Lessor hereby agrees to not unreasonably withhold its approval.

12. ATTORNEYS' FEES. If either party is required to take legal action to enforce or attempt to enforce any provision of this lease then the party prevailing in said proceeding shall pay to the other party reasonable attorneys fees incurred in said action. What constitutes reasonable attorneys fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.

13. WAIVERS. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

14. TIME. Time is of the essence of this agreement.

15. RELATIONSHIP. This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee shall have only a usufruct, not subject to levy or sale.

16. CUMULATIVE RIGHTS. All rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this lease by operation of law or by implication.

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

OLD PHOENIX CENTER LLC  
ATTN: DAVID GLOVER  
109 LAKESHORE CT NE  
MILLEDGEVILLE, GA 31061

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

COUNTY MANAGER  
BALDWIN COUNTY, GEORGIA  
BALDWIN COUNTY COURTHOUSE  
121 NORTH WILKINSON ST, SUITE 314  
MILLEDGEVILLE, GA 31061

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate the day above written.

BY: \_\_\_\_\_  
Lessee (SEAL)

BALDWIN COUNTY, GEORGIA (SEAL) LESSOR

BY: \_\_\_\_\_  
ITS CHAIRMAN

ATTEST: \_\_\_\_\_  
ITS CLERK

### Exhibit A - Sketch of Hangar Site

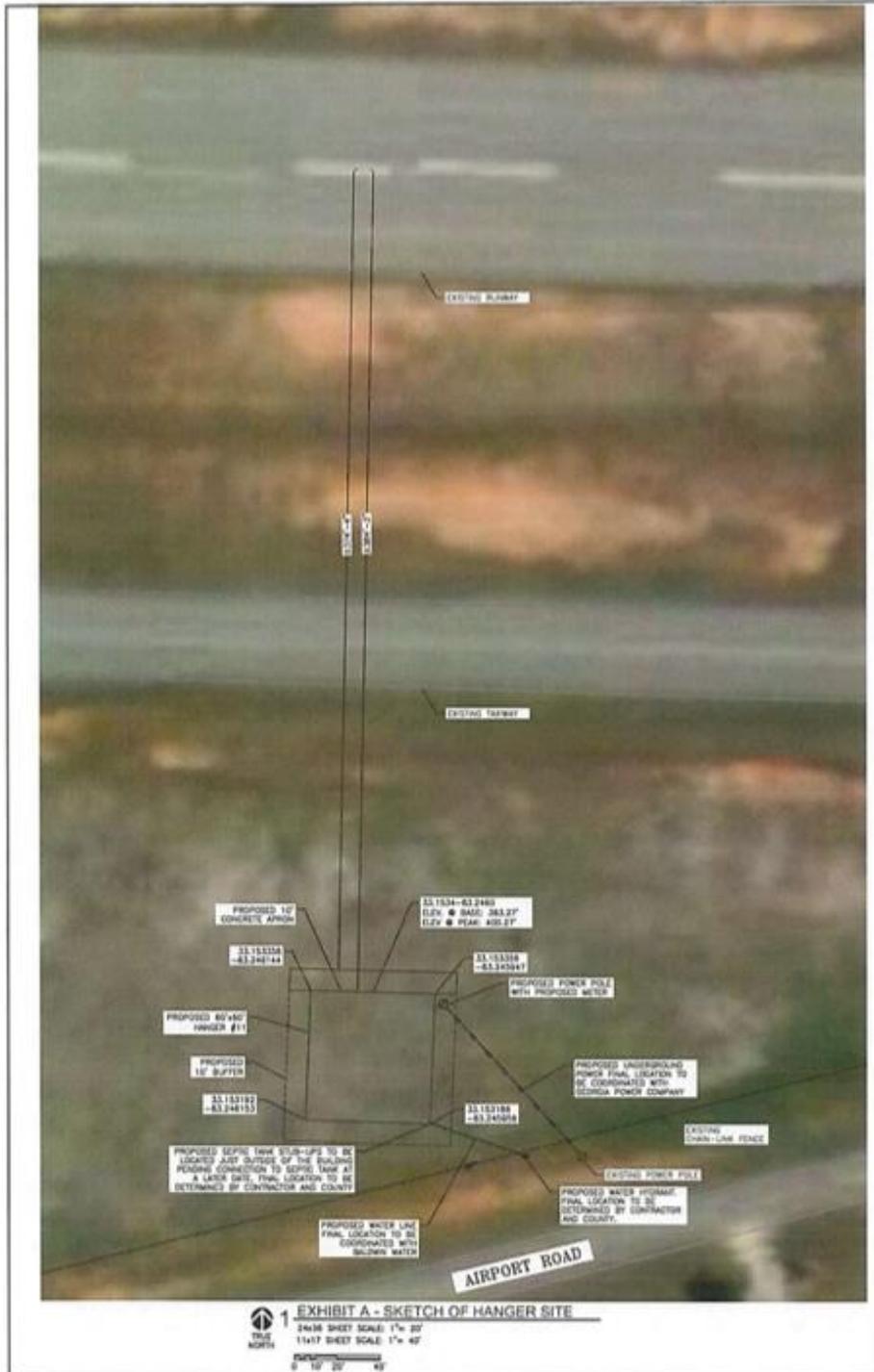


EXHIBIT B  
Memorandum of Understanding  
May 28, 2021  
MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF  
COMMISSIONERS OF BALDWIN COUNTY, GEORGIA  
AND  
JENRON HOLDINGS, LLC  
ATTN: RONALD MORRIS, MANAGING MEMBER  
115 LAKESHORE CIRCLE NE  
MILLEDGEVILLE, GA 31061

FOR COOPERATION RELATING TO CONSTRUCTION OF THE AIRCRAFT HANGAR/HANGARS, APRON PAD IN FRONT OF AIRCRAFT HANGARS, AND ACCESS ROAD TO AIRCRAFT HANGARS AT THE BALDWIN COUNTY AIRPORT LOCATED AT 216 AIRPORT ROAD, NE, MILLEDGEVILLE, GEORGIA,

The Board of Commissioners of Baldwin County, Georgia, and JENRON HOLDINGS, LLC, hereinafter, referred to as "the Parties";

Desiring to promote mutual interest through cooperation for the improvement of the community services at the local airport at a minimum cost to the County and on the basis of equality and mutual benefit;

Recognizing that the Baldwin County Regional Airport does not presently have a vacant hangar of sufficient size and space to house the aircraft owned by Jenron Holdings, LLC, and,

Recognizing that such cooperation shall promote economic cooperation and support the friendly relationships between the county and the users of the local airport; and  
Pursuant to the relevant provisions of the verbal agreement of cooperation between the Manager of Baldwin County and JENRON HOLDINGS, LLC on 1<sup>st</sup> of July, hereinafter referred to as "the Agreement";  
have Agreed as Follows:

Article 1 – Damages

The Lessee will be responsible for damage to any county or private facilities or county equipment during the construction phase of the project.  
The lessee shall carry adequate liability and other insurance coverage required for his equipment and employees.

Article 2 – Terms

Any improvements made to Baldwin County building structures or property will remain the property of the County if the hangar lease is canceled by the Lessee or Lessor or the lease matures to the thirty years term.  
The lessee shall inform the County in writing ninety-days prior to cancellation of the lease for any reason.

Lease payments shall continue to be monthly and shall be based on the building foot print plus ten feet of buffer on all four sides of the building.

The Lessee understands that the existing asphalt paving north and west of his new hangar is not designed nor constructed to guarantee support of the proposed King Air aircraft under normal operation in hot weather.

The Lessee warrants that should the pavement fail, the costs of the new adequately constructed paved area will be at the lessee's expense. It will be owned by the County and not calculated into the rented space. New paving will be equal to Baldwin's previous apron addition design standards.

Any alterations of the slopes on the gate entrance will be at the Lessee's expense. If a new gate coding system is to be added, it will be at the Lessee's expense.

#### Article 3 -Permits

The Lessee shall be responsible for all necessary permits and other costs required for the construction of his/her hangars, including, building permits, FAA permits, electrical permits, health permits, driveway permits, and water connection permits.

#### Article 4 - Lessee Build Cost

The lessee shall be responsible for the cost of design and build of the hangar, and providing landscaping, grading, paving and marking of the apron area in front of the hangar up to the taxiway edge. Automobile parking is not to be on the apron area but may be inside the hangar when the aircraft is being used.

#### Article 5 - Environmental Control

The Lessee will be financially responsible for any and all water quality violations during construction and will promptly stop construction when a violation is discovered, and correct the problem before construction is resumed.

#### Article 6 - Building Use

The Lessee shall provide adequate fire extinguishers for the enclosed area and provide a spare key to the FBO in case of emergency.

The hangar space may be used for the storage of more than one aircraft and may be subleased by the lessee, but no refueling or defueling will be permitted in the hangar.

This MOU shall enter in force upon signature by both Parties and remains in force for a period of Thirty (30) years, unless terminated earlier by either Party upon ninety (90) days, written notice to the other Party.

IN WITNESS WHEREOF, the unsigned being duly authorized by the respective Parties, have signed this MOU.

Done in Milledgeville, Ga., in duplicate on the 1<sup>st</sup> of July, in the English language.

FOR THE BALDWIN COUNTY BOARD OF COMMISSIONERS:

  
\_\_\_\_\_

FOR JENRON HOLDINGS, LLC.

  
\_\_\_\_\_

## EXHIBIT C

38906 Federal Register / Vol. 81, No. 115 / Wednesday, June 15, 2016 / Rules and Regulations

in this AD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANM-116, Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Saab AB, Saab Aeronautics' EASA Design Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature.

**(m) Related Information**

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014-0253, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at <http://www.regulations.gov> by searching for and locating Docket No. FAA-2015-7524.

**(n) Material Incorporated by Reference**

(1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR part 51.

(2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.

(3) The following service information was approved for IBR on July 20, 2016.

(i) Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).

(i) Saab Service Bulletin 2000-38-010, dated July 12, 2013.

(ii) Saab Service Newsletter SN 2000-1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A, dated September 9, 2013.

(5) For service information identified in this AD, contact Saab AB, Saab Aeronautics, SE-581 88, Linköping, Sweden; telephone +46 13 18 5591; fax +46 13 18 4874; email [saab340techsupport@saabgroup.com](mailto:saab340techsupport@saabgroup.com); Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to <http://www.archives.gov/federal-register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

**Michael Kaszycki,**

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service.  
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**DEPARTMENT OF TRANSPORTATION****Federal Aviation Administration****14 CFR Chapter I**

[Docket No. FAA 2014-0463]

**Policy on the Non-Aeronautical Use of Airport Hangars**

**AGENCY:** Federal Aviation Administration (FAA), Department of Transportation (DOT).

**ACTION:** Notice of final policy.

**SUMMARY:** This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar.

**DATES:** The policy described herein is effective July 1, 2017.

**FOR FURTHER INFORMATION CONTACT:** Kevin C. Willis, Manager, Airport Compliance Division, ACO-100, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629.

**ADDRESSES:** You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:

- (1) Searching the Federal eRulemaking portal (<http://www.faa.gov/regulations/search>);
- (2) Visiting FAA's Regulations and Policies Web page at ([http://www.faa.gov/regulations\\_policies](http://www.faa.gov/regulations_policies)); or
- (3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to the Federal Aviation

Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

**SUPPLEMENTARY INFORMATION:**

*Authority for the Policy:* This document is published under the authority described in Title 49 of the United States Code, Subtitle VII, part B, chapter 471, section 47122(a).

**Background***Airport Sponsor Obligations*

In July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 Federal Register (FR) 42483, July 22, 2014).

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP grant agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAILA) (Pub. L. 97-248), as amended and recodified at 49 United States Codes (U.S.C.) 47107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, *Operation and Maintenance*, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,<sup>1</sup> with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

<sup>1</sup> The terms "non-aviation" and "non-aeronautical" are used interchangeably in this Notice.

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval. See FAA Order 5190.6B, *Airport Compliance Manual*, paragraph 22.6, September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(5).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AAlA, at 49 U.S.C. 47107(a)(16), requires that AIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29, *Airport Layout Plan*, implements § 47107(a)(16) and provides that an ALP must designate non-aviation areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory Circular 150/5070-6B, *Airport Master Plans*, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAlA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and (b)(1). The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See *FAA Policies and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, 7721, February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas

of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates, in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

#### FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangars, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721).

The FAA conducts land use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

#### The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff. (79 FR 42483, July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership. Most of the

comments objected to some aspect the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

#### Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not restate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received. In addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on [www.faa.gov/airport-compliance](http://www.faa.gov/airport-compliance). These Questions and Answers will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. *Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator.*

*Response:* The FAA has a contract with the sponsor of an obligated airport, either through AIP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and surplus property agreements. It falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have allowed the use of hangars for purposes that are unrelated to aviation,

such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal.

2. *Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.*

*Response:* The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. *Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.*

*Response:* A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars

leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with variations in rental and ownership interests, and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land on an obligated airport are subject to the requirement that the facilities be available for aeronautical use.

4. *Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but, they argue the proposed policy is too restrictive on the storage of non-aviation related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses, and that space can be used with no adverse effect on the use and storage of the aircraft.*

*Response:* In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that non-aviation storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Stored non-aeronautical items would be considered to interfere with aviation use if they:

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft);
- Impede access to aircraft or other aeronautical contents of the hangar;
- Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory); or
- Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar.

5. *Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.*

*Response:* At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. See Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:

- The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis.
- The plan may be implemented only when there is no current aviation demand for the vacant hangars.
- Leases must require the non-aeronautical tenant to vacate the hangar on 30 days' notice, to allow aeronautical use when a request is received.
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.

The agency believes this will allow airports to obtain some financial benefit from vacant hangars now, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

6. *Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.*

*Response:* The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.

7. *Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars.*

*Response:* Tow bars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.

8. *Comment:* Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used.

*Response:* The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft will not be considered to displace the aircraft, and therefore is not prohibited.

9. *Comment:* Commenters, including Experimental Aircraft Association (EAA), stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.

*Response:* Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent, under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710, February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space as other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.

10. *Comment:* Commenters suggest that the policy should allow a 'grace period' for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.

*Response:* The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.

11. *Comment:* Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in

recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

*Response:* The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. *Comment:* Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

*Response:* The FAA has consistently held that the need for an airport hangar in manufacturing or building aircraft arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities; there is no

requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. *Comment:* Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

*Response:* The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. *Comment:* Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.

*Response:* Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

#### Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

**Use of Aeronautical Land and Facilities***Applicability*

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.

**I. General**

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, *Preserving Rights and Powers*; Grant Assurance 22, *Economic Nondiscrimination*; Grant Assurance 24, *Fee and Rental Structure*; and Grant Assurance 25, *Airport Revenues*.

**II. Standards for Aeronautical Use of Hangars**

a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.

b. Aeronautical uses for hangars include:

1. Storage of active aircraft.
  2. Final assembly of aircraft under construction.
  3. Non-commercial construction of amateur-built or kit-built aircraft.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not

interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B paragraph 20.5(b).

f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

**III. Approval for Non-Aeronautical Use of Hangars**

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. *FAA advance approval of an interim use:* Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B

paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. *FAA approval of a month-to-month leasing plan:* An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non-aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases:* Advance written release by the FAA for all other non-aeronautical uses of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

#### IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

#### V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, *Operations and Maintenance*. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

#### VI. Sponsor Compliance Actions

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

**Robin K. Hunt,**

*Acting Director, Office of Airport Compliance and Management Analysis.*

[FR Doc. 2016-14133 Filed 6-14-16; 8:45 am]

BILLING CODE 4910-13-P

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### Food and Drug Administration

#### 21 CFR Parts 660, 801, and 809

[Docket No. FDA-2013-N-0125]

RIN 0910-AG74

#### Use of Symbols in Labeling

**AGENCY:** Food and Drug Administration, HHS.

**ACTION:** Final rule.

**SUMMARY:** The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "Rx only" in the labeling for prescription devices.

**DATES:** This rule is effective September 13, 2016.

**FOR FURTHER INFORMATION CONTACT:** For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993-0002, 301-796-6119, email: [Tosia.Hazlett@fda.hhs.gov](mailto:Tosia.Hazlett@fda.hhs.gov).

For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993-0002, 240-402-7911.

#### SUPPLEMENTARY INFORMATION:

##### Executive Summary

##### Purpose of the Regulatory Action

The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone symbols on domestic device labeling, consistent with their current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of the European Union (EU) (the European Medical Device Directive) and global adoption of International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000-DB that govern the use of device symbols in numerous foreign markets.

##### Summary of the Major Provisions of the Regulatory Action in Question

FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(c) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) (21 U.S.C. 360d(c)) and the symbol is used according to the specifications for use of the symbol set

## RESOLUTION 2025-25

A RESOLUTION OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS DECLARING CERTAIN PROPERTY SURPLUS; TO PROVIDE A MECHANISM FOR THE SALE AND DISPOSAL OF SURPLUS PROPERTY; AND FOR OTHER PURPOSES.

## WITNESSETH:

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

WHEREAS, the Baldwin County Board of Commissioners is authorized to declare property owned by the County as surplus when said property is deemed to be of no further use or value to the same; and

WHEREAS, the Baldwin County Board of Commissioners has determined that the County has no further use for those items set forth on Exhibit "A".

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Determination of Unserviceability.** The Board of Commissioners hereby determines that the property listed on the attached Exhibit A can no longer be used advantageously by the County and has therefore become unserviceable and surplus. All items shall be disposed of by public sale in a manner consistent with State law.
3. **Other Actions Authorized.** The Chairman, County Manager, and County Attorney shall be authorized to take any other action necessary or reasonably required to carry out, give effect to this Resolution.
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 17<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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

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

## Resolution R-2026

## Exhibit A

<b>BALDWIN COUNTY SURPLUS VEHICLES/EQUIP</b>					
<b>ASSET #</b>	<b>UNIT #</b>	<b>VIN</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
4604	1110-37	1FTEW1C59KFB63926	2019	FORD	F-150
ENT24-05	1565-118	1C6RR6FG7RS143038	2024	RAM	1500 4X2 QUAD CAB
4606	3310-713	2C3CDXKT2LH120162	2020	DODGE	CHARGER
4607	3310-714	2C3CDXKT7LH115037	2020	DODGE	CHARGER
4615	3310-715	2C3CDXKT2LH127452	2020	DODGE	CHARGER
4616	3310-716	2C3CDXKT4LH127453	2020	DODGE	CHARGER
4617	3310-717	2C3CDXKT2LH124213	2020	DODGE	CHARGER
4618	3310-718	2C3CDXKT0LH120161	2020	DODGE	CHARGER
4721	3310-719	1FTEW1E54LFC82773	2020	FORD	F-150
4722	3310-720	1FTEW1E56LFC82774	2020	FORD	F-150
4723	3310-721	1FTEW1E58LFC82775	2020	FORD	F-150
4724	3310-722	1FTEW1E5XLFC82776	2020	FORD	F-150
4783	3310-723	1FTEW1E51LFC82777	2020	FORD	F-150
4726	3310-724	1FTEW1E53LFC82778	2020	FORD	F-150
4728	3310-726	1FTEW1E51LFC82780	2020	FORD	F-150
3310-728	3310-728	1FM5K8AB1MGB83447	2021	FORD	EXPLORER
3310-732	3310-732	1FM5K8AB5MGB83452	2021	FORD	EXPLORER
ENT23-03	3310-738	1FM5K8AB6NGA99898	2022	FORD	INTERCEPTOR
ENT23-20	3310-750	1FM5K8AB7PGA35467	2023	FORD	INTERCEPTOR
3510-181	3510-181	KMHRC8A36NU162832	2022	HYUNDAI	VENUE
6824	4210-12	2FZHAZDE56AW05660	2006	STERLING	L9500 SERIES TANDUM DUMP TRUCK
6932	4210-13	2FZHAZDE97AY21481	2007	STERLING	L9500 SERIES TANDUM DUMP TRUCK
7117	4210-138	10126090	2012	GVM	GVM8000 LEAF LOADER
4573	4210-163	1FTEX1E57KCC05589	2019	FORD	F-150
4609	4210-166	1FTFW1E53LFB37972	2020	FORD	F-150
4610	4410-212	1FTEX1CB9KKD22812	2019	FORD	F-150
4602	4410-213	1FTEX1CB7KKD22811	2019	FORD	F-150
7156	4410-54	N63525	2013	CASE	CX36B MINI EXCAVATOR
7220-61	7220-61	ZACNJDA17NPN56872	2022	JEEP	RENEGADE

RESOLUTION R-2026-26

A RESOLUTION OF BALDWIN COUNTY, GEORGIA AGREEING TO PARTICIPATE  
IN THE NATIONAL OPIOID SETTLEMENT FOR ASSOCIATED PHARMACIES, INC, J M  
SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, INC, AND  
UNITED NATURAL FOODS, INC; AND FOR OTHER PURPOSES.

WITNESSETH:

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

**WHEREAS**, the Baldwin County Board of Commissioners is the governing authority of the County and is vested with the authority to manage the affairs of County government and protect the health, safety, and welfare of the citizens of Baldwin County; and

**WHEREAS**, numerous governmental entities across the country have pursued litigation against opioid manufacturers, distributors, and other entities involved in the marketing and distribution of opioid products in order to hold them accountable and to obtain funds to abate the opioid epidemic; and

**WHEREAS**, a proposed national settlement has been reached with six regional distributors and dispensers of opioid products, including Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics), collectively referred to as the “Six Remnant Defendants”; and

**WHEREAS**, the Settlement provides that eligible governmental entities may elect to participate in the Settlement by executing a Combined Subdivision Participation and Release Form, thereby agreeing to the terms of the Settlement and releasing certain claims against the Six Remnant Defendants; and

**WHEREAS**, the Baldwin County Board of Commissioners finds that participation in the Settlement is in the best interests of the County and its citizens because it will provide resources to support programs and strategies aimed at addressing and mitigating the opioid crisis in Baldwin County.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Approval.** The Baldwin County Board of Commissioners hereby approves participation in the Six Remnant Defendants National Opioid Settlement and approves execution of the Combined Subdivision Participation and Release Form, which shall be attached hereto and incorporated herein as Exhibit “A.”

- 3. **Authorization of the Chairman and County Manager.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners and County Manager to execute the Combined Subdivision Participation and Release Form and any other documents necessary to effectuate the County’s participation in the Settlement.
- 4. **Other Actions Authorized.** The Chairman, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
- 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 17<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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

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

National Opioids Settlements: Six Remnant Defendants  
Notice and Claims Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

To: Baldwin County, GA  
Reference Number: CL-2015042

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT  
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

**SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.

Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

### **WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?**

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

### **WHY IS YOUR ENTITY RECEIVING THIS NOTICE?**

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENT?**

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: [dse\\_na3@docusign.net](mailto:dse_na3@docusign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.

## RESOLUTION 2026-27

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OUT OF THE PARK.INFO, LLC  
TO PROVIDE CONCESSIONS AT THE BALDWIN AQUATIC CENTER.

WHEREAS, the County is the owner of the Baldwin County Recreation Department Aquatic Park located at Highway 22 and Highway 212 upon where there is located concessions within the facility; and,

WHEREAS, the County desires to provide concession services to the Aquatic Park and,

WHEREAS, OUT OF THE PARK.INFO, LLC currently provides concession services to the Recreation Department's other fields and facilities; and,

WHEREAS, the aforementioned Agreement for a Concession Stand Operator at the Aquatic Park only 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 at the Aquatic Park. The Board of Commissioners hereby authorizes the attached Agreement of Concession Stand Operator for the Aquatic Park.
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 17<sup>th</sup> day of March, 2026.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Kendrick Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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

Baldwin County Board of Commissioners Communication  
 1601 North Columbia Street, Suite 230, Milledgeville, GA 31061



**AGENDA ITEM:** Award Contract to Out of the Park Concessions

**MEETING DATE:** March 17<sup>th</sup> 2026

**PREPARED BY:** Management Analyst

**RECOMMENDED ACTION:** Award contract to Out of the Park Concessions for Concessions services for Baldwin County Aquatic Center.

**BACKGROUND INFORMATION:** Baldwin County solicited proposals from vendors interested in operating the concession stand at the Baldwin County Aquatic Center located at Walter B. Williams Jr. Park in Milledgeville, Georgia. The concession operation will serve guests of the aquatic center during the summer season and special events. Vendors were asked to submit proposals outlining their menu offerings, operational experience, pricing structure, and proposed revenue-sharing arrangement with the County.

The goal of the evaluation process was to identify a vendor capable of providing affordable menu options, reliable food service operations, and a financial return to Baldwin County, while also delivering a positive customer experience for aquatic center guests.

A selection committee reviewed all submitted proposals and evaluated each vendor based on a standardized scoring system.

Rank	Vendor	Menu Affordability	Qualifications	Revenue to County	Total Score
1	Out of the Park Concessions	5	4	3	465
2	Cantina Letty	4	4	5	410
3	Get In My Belly	4	5	3	405
4	AJ Hot Wings	4	4	4	400
5	Glo's Thighs & Pies	3	5	3	330

<b>Rank</b>	<b>Vendor</b>	<b>Menu Affordability</b>	<b>Qualifications</b>	<b>Revenue to County</b>	<b>Total Score</b>
<b>6</b>	Cone Crazy on Main	3	3	3	<b>300</b>
<b>7</b>	Island Grill & Slush	2	2	2	<b>200</b>

Based on the evaluation process and scoring methodology, **Out of the Park Concessions received the highest overall score and ranked first among all submitted proposals.** Their proposal provides a combination of affordable menu pricing, operational readiness, and concession offerings suitable for a high-volume recreational facility.

The evaluation committee recommends consideration of the highest-ranked vendor based on the results of the scoring process.

## AGREEMENT FOR CONCESSION STAND OPERATOR

### Baldwin County Recreation Department

#### Water Park Concession Stand

This agreement ("Agreement"), made and entered into this day of March, 2026 by and between Baldwin County, Georgia, (hereinafter called the "County") and OUTOFTHEPARK.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 Water Park ("Concession Facility") and is used for the sale of concessions to the users of the water park, recreation fields and facilities;

WHEREAS, the County has determined that the most feasible method of providing concessions for this facility 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 at the 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 Facility at the 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 begin on May 22, 2026 and end on December 31, 2026. Contract may be renewed annually through December 31, 2030.
- 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 Facility, during the months that the water park is open. The tentative schedule is attached hereto as "Exhibit A". 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 days and times the water park is open. 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. The menu options shall be offered and priced in accordance with "Exhibit B" 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 Facility in a clean, smoke-free, and orderly manner. Operator shall return the Concession Facility 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 Facility.
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 Facility.

9. The County makes no promises or representations as to the condition of the Concession Facility. 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 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 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 Facility 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 Facility.
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:

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

18. This Agreement may not be assigned, modified, or amended, in whole or in part, except as otherwise provided herein or by the written consent of the parties hereto.
19. Operator shall not hire any subcontractor or any person or entity not a part of Operator without the express written permission of the Director of the Baldwin County Recreation Department
20. Should Operator violate any term or provision of this Agreement, and fail to remedy the same within ten (10) days' notice after default, the County may immediately terminate this Agreement.
21. This Agreement may be terminated by either party for any reason by giving at least thirty (30) days' advance written notice to the other party.

22. Notice pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:

COUNTY: Baldwin County, Georgia  
Attn: County Manager  
1601 N. Columbia Sr  
Suite 230  
Milledgeville, GA 31061

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

23. Any rights created by this Agreement are contractual rights. This Agreement does not create and shall not be construed to create or convey any property interest to Operator, including any covenant, easement or servitude, in the real property of the County.

24. Indemnification. Operator agrees to indemnify, defend, and hold the County harmless from and against any and all third party losses, damages, judgments, interest, settlements, penalties, fines, court costs, demands, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, relate to, or are in any way connected to, Operator's breach of this Agreement, Operator's use of the Concession Facilities, or which relate to any act or omission undertaken or caused by the Operator, its members, employees, representatives, or agents.

25. Merger. This Agreement and the Exhibits attached hereto constitute the full and complete agreement among the parties hereto, with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

26. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations or liabilities.

27. Binding Effect. This Agreement shall be binding on the County and Operator, as well as their assigns and successors in interest.

28. Governing Law. The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.

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

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

### 37. DRUG FREE WORKPLACE CERTIFICATION

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

- A. A drug-free workplace shall be provided for the Operator's employees during the performance of the Agreement; and
- B. In the event Operator hires a subcontractor to work in a Drug Free Workplace shall secure from that subcontractor the following written certification:
  - i. Subcontractor certifies to the Operator that a Drug Free Workplace shall be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of code section 50-24-3. Also, the signer further certifies that he shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

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

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA (SEAL)

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

ATTEST:

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

DATE ADOPTED

\_\_\_\_\_

OUTOFTHEPARK.INFO LLC (SEAL)

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

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

**EXHIBIT A**  
TENTATIVE SCHEDULE

Primary season: Daily from the Friday before Memorial Day through the end of July including all holidays.

Weekends and holidays in August and Possibly September

Hours: Generally daytime and early evening hours (to be set by the County)

**EXHIBIT B**

Item 9.

Candy		Snacks	
Airhead Xtremes	\$ 2.50	Boiled Peanuts	\$ 4.00
Airheads	\$ 0.40	Chips	\$ 2.00
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	\$ 2.50	Popcorn	\$ 2.50
Cotton Candy	\$ 2.50	Slim Jim	\$ 2.50
Crackers	\$2.00	Sunflower Seeds	\$ 2.75
Gum	\$ 0.10	Mini Dots	\$ 4.00
Nerd Gummy	\$3.00	Frozen Icee Blue	\$ 4.00
Push Pop	\$ 2.00	Frozen Icee Red	\$ 4.00
Ring Pop	\$ 0.85	Frozen Lemonade	\$ 4.00
Food		Drinks	
BBQ Nacho	\$ 7.75	Body Armor	\$ 4.00
BBQ Sandwich	\$ 4.00	Coffee	\$ 2.00
Cheese Fries	\$3.50	Hot Chocolate	\$ 2.00
Cheese Sticks (4)	\$4.00	Monster	\$ 3.75
Cheeseburger	\$ 3.75	Powerade	\$ 3.00
Chicken Fingers (3)	\$ 4.00	Dunkin' Coffee	\$ 3.00
Chicken Sandwich	\$4.00	Soft Drinks	\$ 3.00
French Fries	\$ 3.25	Dasani Water	\$ 3.00
Fried Pickles	\$ 4.00	Smart Water	\$ 3.50
Hamburger	\$ 3.50	Tea/Lemonade	\$ 2.50
Hot Dog	\$ 3.25		
Sausage Dog	\$4.00		

3% Charge for Credit Cards		3% Charge for Credit Cards	
Candy		Snacks	
Airhead Xtremes	\$ 2.50	Boiled Peanuts	\$ 4.00
Airheads	\$ 0.40	Chips	\$ 2.00
Baby Bottle Pop	\$ 2.00		
Blow Pop	\$ 0.75	Extra Cheese/Sauce	\$ 0.75
Bubble Tape	\$ 2.50	Nachos	\$ 3.50
Candy Bars	\$ 2.50	Pickle	\$ 2.00
Cotton Candy	\$ 2.50	Pickle Pops	\$ 0.50
Nerd Gummy	\$ 3.00	Popcorn	\$ 2.50
Push Pop	\$ 2.00	Slim Jim	\$ 2.50
Ring Pop	\$ 0.85	Sunflower Seeds	\$ 2.75
Food		Drinks	
BBQ Sandwich	\$ 5.00	Body Armor	\$ 4.00
BBQ Nacho	\$ 7.75	Coffee	\$ 2.00
Cheese Fries	\$ 3.50	Hot Chocolate	\$ 2.00
Cheese Sticks (4)	\$ 4.00	Ice	\$ 0.50
Cheeseburger	\$ 4.50	Lemonade	\$ 2.50
Chicken Fingers (3)	\$ 4.00	Monster Drink	\$ 3.75
Chicken Sandwich	\$ 4.00	Powerade	\$ 3.00
Corn Dog	\$ 3.00		
French Fries	\$ 3.25	Sodas	\$ 2.50
Hamburger	\$ 4.00	Dunkin Coffee	\$ 2.75
Hot Dog	\$ 4.00	Terry's Sweet Tea	\$ 2.50
Sausage Dog	\$ 5.00	Water	\$ 3.00
3% Charge for Credit Cards		3% Charge for Credit Cards	

## MOUNT DE SALES FOOTBALL

Candy			Snacks	
Airhead Xtremes	\$ 2.50		Boiled Peanuts	\$ 4.00
Airheads	\$ 0.40		Chips	\$ 2.00
Baby Bottle/Push Pop	\$ 2.00		Extra Cheese/Sauce	\$ 0.75
Blow Pop	\$ 0.75		Nachos	\$ 4.00
Bubble Tape	\$ 2.50		Pickle	\$ 2.00
Candy Bars	\$ 2.50		Popcorn	\$ 2.50
Cotton Candy	\$ 2.50		Slim Jim	\$ 2.50
Crackers	\$ 1.00		Sunflower Seeds	\$ 2.75
Gum	\$ 0.10		Frozen Icee Blue	\$ 4.00
Nerd Gummy	\$ 3.00		Frozen Icee Red	\$ 4.00
Ring Pop	\$ 0.85		Frozen Lemonade	\$ 4.00
Food			Drinks	
BBQ Nacho	\$ 8.50		Body Armor	\$ 4.00
BBQ Sandwich	\$ 5.00		Cup of Ice	\$ 0.50
Cheeseburger	\$ 4.50		Dunkin' Coffee	\$ 3.00
	\$ 5.00		Lemonade	\$ 2.50
	\$ 5.00		Monster	\$ 3.75
	\$ 1.00		Powerades	\$ 3.00
Hamburger	\$ 4.00		Sodas	\$ 3.00
Hot Dog/Corn Dog	\$ 4.00		Smart Water	\$ 3.50
Sausage Dog	\$ 5.00		Tea	\$ 2.50
Spicy Wings (6)	\$ 8.50		Water (Dasani)	\$ 3.00
3% Charge for Credit Cards			3% Charge for Credit Cards	
Special Add-ons: Chili, and/or Cheese \$.75 each				

3% Charge for Credit Cards		3% Charge for Credit Cards	
Candy		Snacks	
Airhead Xtremes	\$ 2.50	Boiled Peanuts	\$ 4.00
Airheads	\$ 0.40	Chips	\$ 2.00
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	\$ 2.50	Popcorn	\$ 2.50
Cotton Candy	\$ 2.50	Slim Jim	\$ 2.50
Crackers	\$2.00	Sunflower Seeds	\$ 2.75
Gum	\$ 0.10		
Nerd Gummy	\$3.00	Frozen Icee Blue	\$ 4.00
Push Pop	\$ 2.00	Frozen Icee Red	\$ 4.00
Ring Pop	\$ 0.85	Frozen Lemonade	\$ 4.00
Food		Drinks	
BBQ Nacho	\$ 7.75	Body Armor	\$ 4.00
BBQ Sandwich	\$ 4.00	Coffee/Hot Choco	\$ 2.00
Cheeseburger	\$3.75	Dunkin' Coffee	\$ 3.00
Hamburger	\$3.50	Monster	\$ 3.75
Hot Dog	\$ 3.25	Sodas/Powerades	\$ 3.00
Sausage Dog	\$ 4.00	Smart Water	\$ 3.50
		Tea/Lemonade	\$ 2.50
		Water (Dasani)	\$ 3.00

Baldwin County Board of Commissioners Communication  
1601 North Columbia Street, Suite 230, Milledgeville, GA 31061



**AGENDA ITEM:** Approve Change Order 1 to Holt Consulting Engineering Task for Terminal Apron Expansion

**MEETING DATE:** March 17, 2026

**PREPARED BY:** County Manager

**RECOMMENDED ACTION:** The Holt Consulting change order exceeds \$5,000. This requires board approval. The work is to improve the drainage. Total cost for the change order is \$41,040.00. The grant will cover approximately 76% of the cost. The county's match for the additional design is \$10,670.40. It will be paid by SPLOST over an approximate four month period.

**AMENDMENT NO. 1  
TO  
WORK AUTHORIZATION NO. 16  
BETWEEN  
BALDWIN COUNTY  
AND  
HOLT CONSULTING COMPANY, LLC**

Project Location: Baldwin County Regional Airport Project Number: GA0204-16 Amend. No. 1

Project Name: Terminal Apron Expansion (Additional Design Services)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated February 18, 2025, between **BALDWIN COUNTY** and **HOLT CONSULTING COMPANY, LLC**.

This **AMENDMENT NO. 1** increases the scope and fee from original **WORK AUTHORIZATION NO. 16** dated June 16, 2023, per Attachment A – Scope of Work.

This **AMENDMENT NO. 1** increases the total value of **WORK AUTHORIZATION NO. 16** to include the additional design services, per Attachment B – Cost Summary, and as follows:

Original Work Authorization Amount:	\$254,748.00
Amendment No. 1(Add'l Design) Amount:	<u>\$ 41,040.00</u>
New Total Value:	\$295,788.00

Agreed as to scope of services, time schedule, and budget:

\_\_\_\_\_  
For: **BALDWIN COUNTY**

  
\_\_\_\_\_  
For: **HOLT CONSULTING COMPANY, LLC**

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

Date: March 9, 2026

- Attachments:
- Attachment A: Scope of Work
  - Attachment B: Cost Summary
  - Attachment C: Subconsultant Fee (KEY Engineering Group, Inc.)

March 9, 2026

**ATTACHMENT A**  
**SCOPE OF WORK (AMENDMENT NO. 1)**  
**TERMINAL APRON EXPANSION (ADDITIONAL DESIGN PHASE SERVICES)**

Holt Consulting Company will provide Additional Engineering Design Services for the Terminal Apron Expansion Project at Baldwin County Regional Airport.

In 2024, Baldwin County began the process of designing the terminal apron expansion project. After design had begun, unanticipated stormwater issues were discovered with the current drainage network. The only way to remedy these issues is to expand the original design phase services scope to include additional drainage and electrical services.

The engineering design services will consist of the preparation of additional drainage/erosion control design and additional electrical design drawings and specifications necessary to complete the project. The following elements of work will be included:

**Element 4: Construction Plans (Additional Drainage and Electrical Design)** – this includes additional drainage design for the proposed pond outfall and the ditch through the adjacent property to the lake. It also includes electrical design services for a new vault and beacon. The proposed detention pond requires the existing vault and beacon to be raised to match the terminal building elevation. Due to the age and condition of the existing structures, they cannot be raised or relocated without structural failure; therefore, replacement is required. As an alternative bid, an option could be included to evaluate raising the existing beacon versus demolition and replacement to determine whether a significant cost difference exists.

**Element 6: Engineers/Design Report** includes additional documentation and narrative for the final report to explain and justify the revised drainage design.

This additional design will be in accordance with the provisions of the FAA Advisory Circular 150/5300-13B dated March 31, 2022. All construction details will conform to FAA or GDOT Specifications and indicate published specification reference. The time of performance for design services to be completed is estimated to be 90 days from the Notice to Proceed.

Deliverables will consist of one (1) set of plans and specifications for each coordination phase to the Owner/GDOT for review and comment. One (1) set of the final plans and specifications and one (1) electronic copy of the final plan set in pdf format will be provided to the Owner/GDOT.

ATTACHMENT B  
COST SUMMARY

**ELEMENT 1. Project Formulation**

***Not Applicable to this Work Authorization***

**ELEMENT 2. Survey**

***Not Applicable to this Work Authorization***

**ELEMENT 3. Geotechnical Investigation**

***Not Applicable to this Work Authorization***

**ELEMENT 4. Construction Plans**

Labor Subtotal	\$17,410.42
Direct Expenses	\$35.57
Subconsultant Subtotal	\$22,154.00
<b>TOTAL</b>	<b>\$39,600.00</b>

**ELEMENT 5. Contract Documents**

***Not Applicable to this Work Authorization***

**ELEMENT 6. Engineers Estimate/Design Report**

Labor Subtotal	\$1,412.65
Direct Expenses	\$27.35
<b>TOTAL</b>	<b>\$1,440.00</b>

**ELEMENT 7. DBE Plan**

***Not Applicable to this Work Authorization***

**ELEMENT 8. Coordination, Review, and Comments**

***Not Applicable to this Work Authorization***

**ELEMENT 9. Bidding Phase Services**

***Not Applicable to this Work Authorization***

<b>TOTAL AMENDMENT NO. 1:</b>	<b>\$ 41,040.00</b>
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**ATTACHMENT B**

ELEMENT 4. Construction Plans	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 97.00	\$ 87.00	\$ 77.00	\$ 69.00	\$ 57.00	\$ 68.00	\$ 38.00	\$ 32.00		
<b>STORMWATER MANAGEMENT/DRAINAGE/EROSION CONTROL DESIGN (ADD-ON DRAINAGE EASEMENT)</b>										
Outfall Ditch and Closed Drainage Design				12	26		10		48	\$ 2,690.00
Outfall Ditch Erosion Control				8	8		11		27	\$ 1,426.00
Pre vs. Post Analysis at Proposed Pond Outfall				8	6		6		20	\$ 1,122.00
<b>LABOR TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>40</b>	<b>0</b>	<b>27</b>	<b>0</b>	<b>95</b>	<b>\$ 5,238.00</b>
<b>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</b>										<b>\$ 10,589.66</b>
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 15,827.66</b>
<b>PROFIT ( 10% )</b>										<b>\$ 1,582.77</b>
<b>Subtotal</b>										<b>\$ 17,410.43</b>
<b>SUBCONSULTANTS</b>										
KEY Engineering Group (Electrical)	See Attachment C									\$ 22,154.00
<b>Subtotal</b>										<b>\$22,154.00</b>
<b>DIRECT EXPENSES</b>										
Miscellaneous Printing & Shipping										\$ 35.57
<b>Total Direct Expenses</b>										<b>\$ 35.57</b>
<b>TOTAL COST</b>										<b>\$ 39,600.00</b>

**ATTACHMENT B**

<b>ELEMENT 6. Engineers Estimate/Design Report</b>	<b>Hourly Breakdown</b>								<b>Total Man Hours</b>	<b>Labor Cost</b>
	<b>Principal</b>	<b>Senior Project Manager</b>	<b>Project Manager</b>	<b>Sr. Engineer</b>	<b>Engineer</b>	<b>Designer</b>	<b>CADD Technician</b>	<b>Technical Assistant</b>		
	<b>\$ 97.00</b>	<b>\$ 87.00</b>	<b>\$ 77.00</b>	<b>\$ 69.00</b>	<b>\$ 57.00</b>	<b>\$ 68.00</b>	<b>\$ 38.00</b>	<b>\$ 32.00</b>		
Additional Stormwater Management & Drainage Design			1	2	2			3	8	\$ 425.00
<b>LABOR TOTAL</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>8</b>	<b>\$ 425.00</b>
<b>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</b>										<b>\$ 859.23</b>
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 1,284.23</b>
<b>PROFIT ( 10% )</b>										<b>\$ 128.42</b>
<b>SUBTOTAL</b>										<b>\$ 1,412.65</b>
<b>DIRECT EXPENSES</b>										
Miscellaneous Printing & Shipping										\$ 27.35
<b>Total Direct Expenses</b>										<b>\$ 27.35</b>
<b>TOTAL COST</b>										<b>\$ 1,440.00</b>



Rev March 2, 2026

**Mr. Bedford Wooten**  
**Holt Consulting Company. LLC**

**Re:** Terminal Apron Expansion – Precast Airfield Lighting Vault  
Baldwin County Airport

Dear Mr. Wooten:

In response to your request, we are pleased to provide a scope of services and fees for the above referenced project for your review and approval. We have reduced our original man-hours as per the letter from GDOT dated February 27, 2026.

**Scope of Services**

KEY Engineering Group, Inc. (KEY) understands that our scope of work for the project includes additional electrical design phase services. KEY shall design a precast airfield lighting vault. KEY shall design the relocation of the existing airfield lighting vault equipment to the new precast airfield lighting vault. KEY shall design a tip down beacon pole with rotating airfield beacon to replace the existing beacon and tower. All site information shall be provided by Holt. One plan review via telephone is included in the design phase. Holt shall provide the front-end documents, front-end drawings, base sheets drawings, FAA coordination, State coordination and Airport coordination. Any task outside the described Scope of Services shall be negotiated separately.

Construction phase services are not included in these fees and can be negotiated separately.

**Fee**

KEY proposes a lump sum fee of \$22,154 for design phase services.

We thank you for the opportunity to provide a quote for the services specified herein and we look forward to working with you on this project.

Should you have any questions, please do not hesitate to contact me directly at (803) 888-3801.

Sincerely,

*Gary H Lott*

Gary H Lott, PE  
Vice President - Operations

Engineers • Facilities Engineers • Construction Quality Control

Terminal Apron Expansion - Precast Airfield Lighting Vault Design  
Baldwin County Airport

By: GHJ Rev: 3-2-26

ELECTRICAL DESIGN PHASE

CLASSIFICATION	SITE VISIT (0)	GENERAL COORDINATION	CONFERENCE CALL PLAN REVIEW (1)	DESIGN (*)	ELECTRICAL SPECS	ENGINEERS COST ESTIMATE	TOTALS
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Principal	0	0	0	0	0	0	0
Senior Electrical Engineer	0	2	2	116	4	2	126
Senior Electrical Designer	0	0	0	32	1	1	34
Senior Project Manager	0	0	0	0	0	0	0
Electrical Engineer	0	0	0	0	0	0	0
CAD Technician	0	0	0	0	0	0	0
Resident Engineer	0	0	0	0	0	0	0
	<b>NONE</b>						
Total Hours	0	2	2	148	5	3	160
Task Cost	\$0	\$299	\$299	\$20,464	\$696	\$397	\$22,154
<u>DIRECT COSTS</u>							
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lodging	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shipping	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	
	\$0	\$0	\$0	\$0	\$0	\$0	
						Subtotal:	\$0

**Lump Sum Design Fee \$22,154**

KEY Scope of Work:

Design electrical specifications, quantities, and drawings for the following:

Design a precast airfield lighting vault, relocate the existing vault equipment and replace the existing beacon with a tip down beacon.

Work NOT included in these fees:

Any work not specifically listed shall be considered out of scope work and shall be negotiated separately.

(\*) See page 2 for the estimated manhour breakdown table

**Terminal Apron Expansion - Precast Airfield Lighting Vault Design  
Baldwin County Airport**

ESTIMATED MANHOUR BREAKDOWN  
FOR ELECTRICAL DESIGN

<u>ESTIMATED DESIGN TASK</u>	<u>EST DWGS</u>	<u>PRINCIPAL</u>	<u>SENIOR ENGINEER</u>	<u>SENIOR DESIGNER</u>	<u>SENIOR PROJECT MGR</u>	<u>ELECTRICAL ENGINEER</u>	<u>CAD TECHNICIAN</u>	<u>TECHNICAL ASSISTANT</u>	<u>TASK TOTAL</u>
Vault Equipment General Notes Plan	1	0	2	0	0	0	0	0	2
Vault & Beacon Demolition Plan	1	0	8	1	0	0	0	0	9
Vault & Beacon Layout Plan	1	0	8	1	0	0	0	0	9
Precast Airfield Lighting Vault Details	4	0	74	20	0	0	0	0	94
Tip Down Beacon Details	1	0	8	1	0	0	0	0	9
Calculations	---	0	8	1	0	0	0	0	9
Quality Control Plan Review	---	0	8	8	0	0	0	0	16
<b>TOTALS</b>	8	0	116	32	0	0	0	0	148