



BALDWIN COUNTY REGULAR MEETING

February 06, 2024

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Apostle Ernest Franklin

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. Introduction of Wesley S. Hardin, Director of Public Safety / Chief of Police, GCSU - Chairman
3. Black History Month - Latonia Howell

APPROVAL OF MINUTES

4. January 16, 2024 Work Session
January 16, 2024 Regular Meeting
January 16, 2024 Executive Session

ADMINISTRATIVE/FISCAL MATTERS

5. West Lower Hangar Environmental Assessment - County Manager
6. Appointment to Board of Assessors - Commissioner Davis
7. Workforce Innovation and Opportunity Act (WIOA) Grant Awards - Assistant County Manager
Adult Program
Dislocated Worker Program (2)
8. Georgia Department of Transportation Non-Discrimination Agreement - County Manager
9. Facility Lease / Service Agreement for Flight Instruction Initiative - County Manager
10. Urban Camping Ordinance - County Manager

[11.](#) Ocmulgee Drug Task Force Grant Awards - Assistant County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

12. Litigation

ADJOURNMENT

REMINDERS

February 20, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

March 5, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

March 19, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.



**BALDWIN COUNTY
WORK SESSION**
January 16, 2024
1601 N Columbia St, Suite 220
5:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair John Westmoreland called the Work Session to order at 5:00 p.m.

ADMINISTRATIVE / FISCAL MATTERS

Development Authority of Milledgeville and Baldwin County (DAMBC)

Executive Director Jonathan Jackson stated discussions have been held with Commissioners about the Development Plan, and he would like to narrow the focus of discussion to the Sibley Smith Industrial Park. He stated he and the Development Authority Board would like to discuss what Commissioners would like to see at the Sibley Smith site.

Commissioner Sammy Hall responded Commissioners want to see “businesses locate at that site”.

Mr. Jackson reported that when prospects submit a Request for Information (RFI) one of the first questions they ask is can you accommodate my needs. He continued that when a prospect submits the RFI they are under pressure to get to market and to get there quickly based on things that are done already to the site. He stated the Sibley Smith site is not far enough along to have a company get here quickly. Mr. Jackson stressed that the property needs to be site ready and said getting the site ready is a long process; but, everything does not have to be done at once.

Commissioner Hall stated he would be in favor of “curing” the site, but not putting in water and sewer at this time. Discussion was held about the Milledgeville / Baldwin County Industrial Park, the businesses located there, number of employees and wages of those jobs. He reported the impact of economic development is not measured in the number of jobs or wages; it is measured by the amount of money that goes on the County Tax Digest.

Mr. Jackson distributed a map of the Sibley Smith site and discussed the “green portion” stating he felt this is the piece that should be addressed first. He stated this portion does not have environmental issues to be addressed; thereby making the process move

quicker. He stated clearing and rough grading, entry road, and entry improvements would enhance the property.

Commissioner Henry Craig stated he doesn't think Commissioners have a clear idea of the cost of economic development, i.e. how much water and sewer capacity is required and the cost of infrastructure. He stated Commissioners should know what the real cost is. Commissioner Hall stated he agrees that Commissioners need to see what the cost would be to clear the site and get water and sewer there. He stated the County must know the water and sewer needs to determine if the County would have the capacity to provide it. Mr. Jackson responded he had presented these numbers to the Commissioners a couple of years ago; however, the prices used were 2018 prices and were for the entire park. Now the site map has been broken down and color coded for specific parcels of the property.

Mr. Jackson reported the Development Authority would like for the County to develop a water/sewer plan, dedicate money in the SPLOST to run water and sewer and have a timeline for doing it. He stated DAMBC wants a plan to put before a company that says we have the capacity in the future for water & sewer and this is when it will be done.

Mr. Jackson stated it would be up to the County to develop the plan; however, he would be happy to work with the County in any way. He stressed DAMBC is looking for a commitment from the County to have a plan for water / sewer with the start date.

He reported DAMBC continues to get inquiries from State Project Managers about the Sibley Smith property. He said it is very disheartening and frustrating to have to tell State Project Managers and prospects that we can't accommodate them with what they need to locate here.

Commissioner Hall stated the County Manager, Water Superintendent, and engineering firm should come up with a water / sewer plan. Mr. Jackson requested that the plan be done by March.

Mr. Jackson stated the second step is the entry way into the park which would need a four-lane entry. He reported Mr. Tobar had discussed with him the possibility of a GDOT grant for this, and he wants to have a preliminary engineering report by end of month.

Mr. Jackson stated there are things that can possibly be done with in-kind services that will directly impact the cost such as clearing, rough grading, temporary signage.

Chairman John Westmoreland reported there has been discussion about the house that is located on the site. Mr. Jackson stated emphatically that the house is not an asset, it is a detriment.

Commissioner Sammy Hall expressed his appreciation to members of the Development Authority Board for their dedication and hard work to further economic development in the County.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the Work Session at 5:40 p.m. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

John H. Westmoreland
Chairman

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
REGULAR MEETING**
January 16, 2024
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

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

INVOCATION

Mr. Craig Portwood delivered the Invocation.

PLEDGE

Mr. Craig Portwood led the Pledge of Allegiance.

PRESENTATIONS

State of the School District

Dr. Noris Price, Superintendent of Schools, thanked Commissioners for the opportunity to present the State of the School District. Dr. Price gave a presentation regarding the Baldwin County School District including information on the 6 schools, early college, learning center and three academies making up the district; programs statistics and demographics; mission and vision; focus areas and strategies; strategic plan and innovations; district successes; literacy scores and achievement levels.

DPH SHINE Program

Ms. Alicia Wright; SHINE Program Manager, presented information on the Supporting Health Initiatives & Nurturing Equity (SHINE) Program. She stated the North Central Health District received funding from the Centers for Disease Control and Prevention. She stated the SHINE program will implement the following proven public health strategies: healthy food choices, promoting food service and nutrition guidelines, expanding fruit and vegetable voucher incentive and/or produce prescription programs;

safe and accessible physical activity, connecting pedestrian, bicycle or transit transportation networks to everyday destinations; early care and education settings, improving nutrition and physical activity; COVID 19, flu and other routine adult vaccines, increasing awareness, demand and access to recommended adult vaccines. Ms. Wright stated the SHINE Program will work closely with the local health department and other community partners to build relationships and assess the County's needs related to the above strategies.

Ms. Wright encouraged Commissioners and citizens to visit their office at Heritage Place or call her for any additional information regarding the program.

APPROVAL OF MINUTES

Vice Chair Kendrick Butts made a motion to approve the minutes of the January 2, 2024 Regular Meeting and the January 2, 2024 Executive Session as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda as follows: Add the Local Maintenance Improvement Grant (LMIG) program to Agenda as Item # 12 and add the Solicitor's Victim Assistant Grant to Item # 8. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADMINISTRATIVE / FISCAL MATTERS

Georgia Department of Transportation (GDOT) TAP Grant

Commissioner Sammy Hall read a statement regarding issues related to the multi-use path including public resistance, whether it is a dangerous area for walking / jogging/ cycling, and economic development. He stated citizens in the neighborhood have expressed their opposition many times, and they do not want this path. Mr. Hall reported he had spoken with DOT and was told the grant can be used somewhere else on another project. He stressed the point that this issue has been discussed and public comment has been received on it at numerous previous meetings. Therefore, he is ready for the Board to make a decision.

Commissioner Sammy Hall made a motion to cancel all contracts with the Georgia Department of Transportation regarding the multi-use path in the Airport area. Vice Chair Kendrick Butts seconded the motion.

Commissioner Henry Craig stated he supports the path which is in his neighborhood and disagrees with cancelling the DOT contract. He concurs that DOT would allow the grant to be used elsewhere for another project; but, not cancelling the contract would keep the County from having to start at ground zero on a future project. He discussed that there are 500 homes in the that area, and there were 64 signatures on the petition presented to the County. Mr. Craig stated he is thinking about tomorrow and the future for the community. He discussed the importance of having a safe place for all to live, work, and play. He reported that, health wise, Baldwin County is at the bottom of the list compared with other counties throughout the State. He discussed the survey conducted by the County and what it was to accomplish. He reported 578 responses were received on the survey, and a majority of respondents agreed that the community needs to improve opportunities for citizens to have safe areas to exercise. He discussed various statistics obtained through the survey. Commissioner Craig concluded by saying the government has a responsibility to take care of the people keeping them safe.

Chairman Westmoreland called for a vote on the motion to cancel the DOT contract for the multi-use path. The motion passed by the following vote:

Aye: Hall, Butts, Westmoreland Nay: Davis, Craig

The following citizens address the Board regarding the multi-use path:

Carol Bellew, 193 Lakeshore Circle, discussed the composition of their neighborhood. She stated the neighborhood group has no interest in stopping progress and all people are welcome to the neighborhood. She stated the Union Recorder conducted a poll and approximately 90% of respondents were opposed to the path. She said the project is an inefficient use of money.

Elizabeth Campbell, Newport Road, stated she would like to apologize to the Board and everyone in the County if anyone in her neighborhood made racial remarks and opposed the path because of racial issues. She stated her opposition to the path is that it is an inefficient use of funds.

Casey Bilz, 203 Lakeshore Circle, distributed photos and discussed inadequate drainage infrastructure in the area. She thanked the Board for their vote to cancel the DOT contract. She stated she wanted to make the Board aware of the current issues related to drainage.

Joan Crumpler, Lakeshore Circle, thanked the Board for their vote to cancel the contract with DOT. She stated she had a conversation with Commissioner Davis regarding the purported racial statement related to the proposed path. She offered a private conversation with any other Commissioner about this matter. She stated Ms. Wright discussed equity assessment in her presentation earlier. Ms. Crumpler stated she felt this trail was not for equity assessment. She stated she would volunteer to serve if a committee was formed to address community health and the use of trails in Baldwin County. She thanked the Board for their patience in listening to the citizens about this issue.

Airport Advisory Committee (AAC) Recommendations & Update

Airport Advisory Committee Chairman Jim Wolfgang presented the annual slate of members for AAC. He reported all members have submitted biographical information to serve. Mr. Wolfgang stated Commissioner Henry Craig is the County liaison

Commissioners and ACC Chairman Wolfgang discussed the application and selection process for members. – have aviation background; expertise. Good members with expertise in aviation.

Commissioner Henry Craig made a motion to accept the slate of members for the Airport Advisory Committee as presented. Vice Chairman Kendrick Butts seconded the motion and it passed by the following vote:

Aye: Craig, Butts, Hall, Westmoreland Nay: Davis

Mr. Wolfgang presented an update on Airport activities and projects. He expressed his appreciation to County staff who provide him with assistance throughout the year on Airport projects / matters.

Statewide Mutual Aid and Assistance Agreement

County Manager Carlos Tobar presented a Statewide Mutual Aid Agreement between Baldwin County and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) for mutual aid assistance in emergencies. He stated this Agreement outlines the responsibilities of participating parties and is the same Agreement the County has been a part of in past years. Mr. Tobar stated this Agreement is for four years and is valid until March 1, 2028.

Commissioner Emily Davis made a motion to approve the Statewide Mutual Aid and Assistance Agreement as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

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

Victims of Crime Act Assistance (VOCA) Grant Awards

Assistant County Manager Dawn Hudson presented the VOCA awards for the District Attorney's Office and the Solicitor General's Office. She reported both awards are from the Criminal Justice Coordinating Council, and the match has been waived for both grants. Ms. Hudson stated the Solicitor's award is for \$90,104.00 and the District Attorney's award is in the amount of \$170,340.00.

Commissioner Emily Davis made a motion to accept both the VOCA grant awards as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Firehouse Subs Public Safety Foundation Grant Award

County Manager Carlos Tobar reported the County has received an award in the amount of \$24,493.00 from the Firehouse Subs Public Safety Foundation Board of Directors. He stated the award will be used to purchase seven TXS thermal imaging cameras and accessories.

Commissioner Henry Craig made a motion to accept the award as presented. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Tax Anticipation Note (TAN)

Assistant County Manager Dawn Hudson reported the County solicited bids for interest rates on the tax anticipation note for 2024, and two bids were received - Century Bank and Trust for 5.87% and Exchange Bank for 5.94%. Ms. Hudson recommended accepting the low bid of 5.87% from Century Bank and Trust. She reported the amount of the TAN is not to exceed \$6,500,000.00 and will be drawn upon from time to time as authorized by the Board.

Assistant County Manager Hudson presented a Resolution outlining conditions of the TAN and authorizing the Chair to execute documents to borrow from the Century Bank and Trust money to pay current year's operating expenses from time to time during the year, the aggregate amount of which is not to exceed \$6,500,000.00 and sums to bear interest not to exceed 5.87% per annum and the entire amount plus interest to be repaid on or before December 31 of the current year.

Commissioner Henry Craig made a motion to approve the Resolution setting conditions for the 2024 Tax Anticipation Note (TAN). Commissioner Sammy Hall seconded the motion and it passed unanimously.

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

Resolution Setting Qualifying Fees for 2024 Election

Assistant County Manager Hudson presented a Resolution Setting Qualifying Fees for 2024. She stated the governing authority is required to fix and publish a qualifying fee for each county office to be filled in the upcoming primary or election. She reported this must be done no later than February 1 of any year in which an election is scheduled to be held. Ms. Hudson stated the qualifying fee is set at 3% of the base salary for each office.

Commissioner Sammy Hall made a motion to approve the Resolution Setting Qualifying Fees as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

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

Local Maintenance Improvement Grant (LMIG) List

County Manager Carlos Tobar presented the road list for the 2024 LMIG program. He stated the Local Maintenance Improvement Grant (LMIG) program list must be approved by the Board for submittal to the Georgia Department of Transportation by February 1st.

Vice Chairman Kendrick Butts made a motion to approve the 2024 LMIG list as presented for submittal to the Department of Transportation. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the LMIG List is on file in the Baldwin County Public Works Department.

OLD BUSINESS

Commissioner Sammy Hall requested an update on replanting trees at the Airport. County Manager Tobar reported the trees have been ordered and should be planted the following week

Commissioner Hall also requested information on a bicycle trail at Walter Williams Park. County Manager Tobar stated he and County Attorney Palmer are working on the agreement for this project.

Commissioner John Westmoreland requested an update on trees to be replanted on Regina Drive. County Manager responded he is waiting on the complete list from consultant, and once it is received he will send it to residents.

Commissioner Emily Davis requested that Mr. Tobar follow up with Georgia Power on some trees that they may be responsible for removing.

Vice Chairman Kendrick Butts requested an update on the intersection of Irwinton Road and Hardwick Street. County Manager responded the County and GDOT will be working together on this project.

NEW BUSINESS

There was no New Business to come before the Board.

COUNTY MANAGERS REPORT

County Manager Tobar stated he needed direction on the Oconee Heights project. He stated there has been some concern about making the streets one-way. Commissioner Hall and Chair Westmoreland stated all the residents on those four streets that will be affected need to know exactly what is going to happen in their neighborhood. They suggested door to door contact and/or sending a certified letter to all residents telling them all the details. Commissioner Hall stated he did not want to have the same issue with this project as with the multi-use trail in the Airport neighborhood. Commissioner Davis and Vice Chairman Butts assured everyone that this would not be a repeat situation when making improvements in those neighborhoods.

Mr. Tobar presented an update on the pickleball courts. He stated Recreation Committee meeting was held to discuss this issue. It was decided that a bid package will be put together for the Board's approval, project bid, contractor selected and completion hopefully by April 1st. He stated courts will be reconstructed on both sides; 8 pickleball courts and 2 tennis courts on one side and 12 pickleball courts on the other.

Mr. Tobar reported the work on Meriwether Convenience Center should begin this week.

He stated the Plans & Specs for aquatic center have not been received yet.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS.

Danny Register; 234 Bethlehem Church Road, stated he is representing Coopers Community to request a sign for the community. He presented a draft layout of the

proposed sign which he stated meets DOT approval. Mr. Register invited everyone to the next Community meeting.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to adjourn into Executive Session at 7:40 to discuss personnel. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

REGULAR MEETING

Commissioner Sammy Hall made a motion to reconvene the Regular Session at 8:17 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Emily Davis made a motion to adjourn the meeting at 8:18 p.m. Vice Chair Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

John H. Westmoreland
Chairman

Cynthia K. Cunningham
County Clerk

Work Authorization No. 19
Between
BALDWIN COUNTY, GEORGIA
And
HOLT CONSULTING COMPANY, LLC

Project Location: Baldwin County Regional Airport

Project Number: GA0204-19

Project Name: Environmental Assessment – Lower Ramp Hangar Development

It is agreed to undertake the following work in accordance with the provisions of the Master Subconsultant Agreement for Professional Services dated March 26, 2020, between **BALDWIN COUNTY, GEORGIA** and **HOLT CONSULTING COMPANY, LLC**.

Scope of Services: See Attachment A – Scope of Services

Method of Payment: For services rendered in accordance with Attachment B, the consultant shall be paid the lump sum amount of One Hundred Fifty-Six Thousand and One Hundred Ninety-Three Dollars (\$156,193.00).

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



For: **HOLT CONSULTING COMPANY, LLC**

For: **BALDWIN COUNTY, GEORGIA**

Date: _____ January 30, 2024

Date: _____

Attachments: A – Scope of Services
 B – Professional Services Cost Breakdown
 C - Subconsultant Scope – SES Energy Services, LLC

January 30, 2024

**Baldwin County Airport
Milledgeville, Georgia**

ATTACHMENT A

**SCOPE OF WORK
PLANNING SERVICES FOR
ENVIRONMENTAL ASSESSMENT-
LOWER RAMP HANGAR DEVELOPMENT**

On behalf of the **Baldwin County Georgia, Holt Consulting Company, LLC.** will provide Planning Services for the following project at the Baldwin County Airport.

The Planning Services will include the following elements of work:

1. Environmental Assessment – Lower Ramp Hangar Development

The planning services will include the following elements of work:

- **Element 1 – Project Formulation** shall include the preparation of work scope, fee, scoping meeting with Owner and GDOT, and funding assistance. Prepare and coordinate subconsultant scope/fee.
- **Elements 2 – Short Environmental Assessment** to be completed that complies with the requirements and guidelines of Federal Aviation Administration (FAA) Orders 1050.1F and 5050.4B, Airport Environmental Handbook. Task to be addressed include:

Task 1 - PURPOSE AND NEED - CONSULTANT shall review appropriate studies previously prepared for the Baldwin County Airport that relate to the proposed actions that are the subject of this EA. Consultant shall then describe the proposed actions in appropriate detail; describe the actions purpose; and describe the action's need.

Task 2 - IDENTIFICATION AND EVALUATION OF ALTERNATIVES Task 2.1

Identification of Alternatives

In accordance with FAA criteria, **CONSULTANT** shall document the proposed actions and feasible and prudent alternative actions. An explanation of why the proposed actions have been selected and a screening process for other alternatives will be generated. Previous alternatives identified in the Lower West End Hangar Development Study; October 2022 will be used for Task 2.1. The “doing nothing” or no action scenario will be identified as one of the alternatives.

Limited conceptual engineering may be performed to define certain requirements of the proposed development for environmental evaluation. The detailed engineering analysis of the alternatives is beyond the scope of this study.

Task 2.2 Evaluation of Alternatives

To comply with current FAA policy, the proposed action must be fully evaluated throughout the document. As a base line of comparison, the “do-nothing” alternative is also fully evaluated. Other feasible and prudent alternatives are screened out of the process in Task 2.1.

TASK 3 AFFECTED ENVIRONMENT

CONSULTANT shall briefly document existing conditions around the airport as they relate to the proposed action. The acquisition of available data will be undertaken. Data will be refined as necessary for analyses of potential impacts. The data that is collected shall be described in the appropriate impact category in Task 4.

TASK 4 ENVIRONMENTAL CONSEQUENCES

This task involves the potential impact categories described in FAA Order 5050.4B to determine if the proposed action may cause any significant impacts, directly, induced, or cumulatively with other development in the area; or what mitigation actions might be included as part of the proposed action to avoid or lessen impacts below the level of significance. The results of this task will be documented in the EA. The following subtasks will be evaluated:

- (A) Air Quality**
- (B) Biological Resources**
- (C) Climate**
- (D) Coastal Resources**
- (E) DOT Section 4(f)**
- (F) Farmland**
- (G) Hazardous Materials, Solid Waste, and Pollution Prevention**
- (H) Historical, Architectural, Archeological and Cultural Resources**
- (I) Land Use**
- (J) Natural Resources and Energy Supply**
- (K) Noise and Compatible Land Use**
- (L) Socioeconomic, Environmental Justice, Children’s Environmental Health and Safety Risks**
- (M) Visual Effects (including light emissions)**
- (N) Water Resources**
- (O) Cumulative Impacts**
- (P) Permits and Certifications**

See Attachment C for additional details.

Element 3 – Project Management/Coordination/Documentation - Element 3 includes overall project management and agency coordination/review. One (1) Public Meeting will be conducted as part of the EA. **CONSULTANT** shall prepare a Preliminary Draft EA and submit one copy of the document to Baldwin County and the Georgia Department of Transportation for review and comment. Upon receipt of written review comments, GDOT verification that the EA was prepared in conformance with applicable guidelines, CONSULTANT shall incorporate comments as appropriate and produce a Draft EA and submit a Notice of Availability.

Project documentation (deliverables) will consist of:

Initial Draft Submittal to GDOT/Sponsor

(1) Copy of the Initial Environmental Assessment in pdf format to the Sponsor and GDOT.

Final Draft Submittal to GDOT

(1) Copy of the Final Draft Environmental Assessment in pdf format to the Sponsor and GDOT for review.

Final Submittal to GDOT/Sponsor

(1) Copy of the Final Environmental Assessment in pdf format to the Sponsor and GDOT for approval.

Time of Performance

The time of performance for the EA to be completed is estimated to be 10 months from the time of issuance of Notice to Proceed.

Attachment B
Baldwin County Airport (MLJ) - Environmental Assessment - Lower Ramp Hangar
Development
Cost Summary

ELEMENT 1: PROJECT FORMULATION

Labor/Subconsultant Subtotal	\$4,836
Direct Expenses	\$458
TOTAL (Lump Sum)	\$5,294

ELEMENT 2: ENVIRONMENTAL ASSESSMENT

Labor/Subconsultant Subtotal	\$130,388
Direct Expenses	\$446
TOTAL (Lump Sum)	\$130,833

ELEMENT 3: PROJECT MANAGEMENT/COORDINATION/DOCUMENTATION

Labor/Subconsultant Subtotal	\$18,580
Direct Expenses	\$1,486
TOTAL (Lump Sum)	\$20,066

TOTAL **\$156,193**

PROJECT FORMULATION

<i>Element 1: Project Formulation</i>	<i>Hourly Breakdown</i>								<i>Total Man Hours</i>	<i>Labor Cost</i>
	<i>Principal</i>	<i>Sr. Project Manager</i>	<i>Project Manager</i>	<i>Sr. Planner/ Sr. Engineer</i>	<i>Planner/ Engineer</i>	<i>Designer</i>	<i>Technican</i>	<i>Admin Assistant</i>		
	<i>\$97.00</i>	<i>\$87.00</i>	<i>\$77.00</i>	<i>\$60.00</i>	<i>\$50.00</i>	<i>\$68.00</i>	<i>\$38.00</i>	<i>\$32.00</i>		
Project Formulation	2	10		4	2			2	20	\$ 1,468.00
										\$ -
										\$ -
LABOR TOTAL	2	10	0	4	2	0	0	2	20	\$ 1,468.00
DIRECT LABOR TIMES OVERHEAD RATE OF (199.48%)										\$ 2,928.37
TOTAL LABOR PLUS OVERHEAD										\$ 4,396.37
PROFIT (10%)										\$ 439.64
<i>Use below if subconsultant preforms this task and not above</i>										
<i>Subconsultant's Rates -----></i>	0	0	0	0	0	0	0	0		
									0	
										\$ -
LABOR TOTAL	2	10	0	4	2	0	0	2		\$ 4,836.01
EXPENSES										\$ 458.00
Travel	Trips	Rate	Mileage	Copies/Set						
	1	\$0.650	300							\$ 195.00
Lodging	1	\$120.00								\$ 120.00
Meals (Per Diem)	2	\$59.00								\$ 118.00
Miscellaneous Printing		\$0.25		100						\$ 25.00
Printing & Shipping (Reports/Plans)		\$150.00								
Subtotal										\$ 458.00
TOTAL ELEMENT 1 (Lump Sum)										\$ 5,294.01

https://holtconsultingco.sharepoint.com/sites/Aviation/Georgia/MLJ_Baldwin County Airport/EA_E Apron_LWR/1 Administration/1b Agreements and Invoices/MLJ_EA_Fee Proposal_Att B

Environmental Assessment

Element 2: Environmental Assessment	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Sr. Project Manager	Project Manager	Sr. Planner/ Sr. Engineer	Planner/ Engineer	Designer	Technican	Admin Assistant		
	\$97.00	\$87.00	\$77.00	\$60.00	\$50.00	\$68.00	\$38.00	\$32.00		
Purpose and Need		4							4	\$ 348.00
Identification and Evaluation of Alternatives		4							4	\$ 348.00
Affected Environment		2							2	\$ 174.00
Environmental Consequences		2							2	\$ 174.00
Subconsultant Coordination		32		6	4			6	48	\$ 3,536.00
LABOR TOTAL	0	44	0	6	4	0	0	6	60	\$ 4,580.00
DIRECT LABOR TIMES OVERHEAD RATE OF (199.48%)										\$ 9,136.19
TOTAL LABOR PLUS OVERHEAD										\$ 13,716.19
PROFIT (10%)										\$ 1,371.62
<i>Use below if subconsultant preforms this task and not above</i>										
<i>Subconsultant's Rates -----></i>	0	0	0	0	0	0	0	0		
SES Energy Services LLC									0	\$ 115,300.00
									0	
										\$ 115,300.00
LABOR TOTAL	0	44	0	6	4	0	0	6	60	\$ 130,387.81
EXPENSES										\$ 445.50
Travel	Trips	Rate	Mileage	Copies/Set						
Lodging	1	\$0.650	300							\$ 195.00
Meals (Per Diem)	1	\$120.00								\$ 120.00
Miscellaneous Printing	2	\$59.00								\$ 118.00
Printing & Shipping (Copies/Report/Plans)		\$0.25		50						\$ 12.50
Subtotal		\$150.00								\$ -
										\$ 445.50
TOTAL ELEMENT 2 (Lump Sum)										\$ 130,833.31

https://holtconsultingco.sharepoint.com/sites/Aviation/Georgia/MLJ_Baldwin County Airport/EA_E Apron_LWR/1 Administration/1b Agreements and Invoices/MLJ_EA_Fee Proposal_Att B

PROJECT MANAGEMENT/COORDINATION/DOCUMENTATION

Element 3: Project Management/Coordination/Documentation	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Sr. Project Manager	Project Manager	Sr. Planner/ Sr. Engineer	Planner/ Engineer	Designer	Technican	Admin Assistant		
	\$97.00	\$87.00	\$77.00	\$60.00	\$50.00	\$68.00	\$38.00	\$32.00		
Project Management		24			6			2	32	\$ 2,452.00
Coordination/Meetings (1-Public Meeting/1-Other)		10		4	6		4	2	26	\$ 1,626.00
Documentation		8	6	4	2			2	22	\$ 1,562.00
LABOR TOTAL	0	42	6	8	14	0	4	6	80	\$ 5,640.00
DIRECT LABOR TIMES OVERHEAD RATE OF (199.48%)										\$ 11,250.68
TOTAL LABOR PLUS OVERHEAD										\$ 16,890.68
PROFIT (10%)										\$ 1,689.07
<i>Use below if subconsultant preforms this task and not above</i>										
<i>Subconsultant's Rates -----></i>	0	0	0	0	0	0	0	0		
									0	
										\$ -
LABOR TOTAL	0	18	6	8	8	0	4	4	48	\$ 18,579.75
EXPENSES										\$ 1,486.00
Mileage	Trips	Rate	Mileage	Copies/Set						\$ 910.00
Lodging	2	\$0.650	700							\$ 240.00
Meals (Per Diem)	2	\$120.00								\$ 236.00
Miscellaneous Printing & Shipping (Copies/Report/Plans)	4	\$59.00								\$ 100.00
Printing & Shipping (Copies/Report/Plans)	1	\$0.25		400						\$ 600.00
Subtotal	1	\$150.00		4						\$ 1,486.00
TOTAL ELEMENT 3 (Lump Sum)										\$ 20,065.75

https://holtconsultingco.sharepoint.com/sites/Aviation/Georgia/MLJ_Baldwin County Airport/EA_E Apron_LWR/1 Administration/1b Agreements and Invoices/MLJ_EA_Fee Proposal_Att B

ATTACHMENT C



24 January 2024

Mr. Paul Holt
Holt Consulting Company
2801 Devine Street, Suite 201
Columbia, South Carolina 29205

**RE: Baldwin County Airport (MLJ) – Lower Ramp Hangar Development
Milledgeville, Georgia
Proposal/Contract for Services – Revised Scope for Environmental
Assessment (EA) ESL Proposal No. P240240r2**

Dear Mr. Holt:

SES Energy Services LLC (ESL) is pleased to provide you with this proposal/contract for assessing the environmental impact of the Lower Ramp Hangar Development at the Baldwin County Airport (MLJ) in Milledgeville, Georgia (GA). We understand that we will be responsible for completing an Environmental Assessment in accordance with the Georgia Department of Transportation (GDOT) and Federal Aviation Administration (FAA) National Environmental Policy Act (NEPA) guidelines. Proposed work includes apron expansion and construction of multiple hangars, minor grading and grubbing, electrical work, and drainage improvements.

Unless otherwise specified, all deliverables will be submitted to Holt in electronic format.

Task 1: Preparation of an EA for MLJ Lower Ramp Hangar Development

Defining the Proposed Action, Purpose, Need, and Alternatives

ESL will work with Holt and MLJ to define the Proposed Action, Purpose, Need, and Alternatives. It is essential that these elements are “locked down” prior to conducting analysis to avoid needing to redo work. This process will effectively result in the preparation of Chapters 1 and 2 of the EA prior to proceeding with analysis. ESL will submit a draft of the Proposed Action, Purpose, Need, and Alternatives for review by MLJ and Holt. ESL will incorporate comments and finalize these sections as part of the Draft EA. Once finalized, it is assumed that only minor adjustments will be made to these sections.

Environmental Resources and Consequences

As required by NEPA and FAA Orders 1050.1F and 5050.4B, ESL will evaluate the potential environmental consequences resulting from the Proposed Action and alternatives in proportion to their significance for each applicable environmental impact category. If an environmental impact category is not relevant to the Proposed Action or any of the reasonable alternatives identified (i.e., the resources included in the category are not present or the category is not otherwise applicable to the proposed action and alternatives), ESL will provide the rationale for not carrying the resource forward for detailed analysis. Specifically, the following environmental impact categories will be evaluated:

SES Energy Services LLC
3550 St. Johns Bluff Road South, Jacksonville, Florida 32224 T:
(904) 285-1397, F: (904) 285-

- Air Quality
- Biological Resources (including fish, wildlife, and plants)
- Climate
- Coastal Resources
- Dept. of Transportation Act, Section 4(f)
- Farmlands
- Hazardous Materials, Solid Waste, and Pollution Prevention
- Historical, Architectural, Archaeological, and Cultural Resources
- Land Use
- Natural Resources and Energy Supply
- Noise and Compatible Land Use
- Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks • Visual Effects (including light emissions)
- Water resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

ESL will perform a Phase 1 cultural resource survey for the proposed project boundaries. Upon completion of the field study and desktop analysis, ESL will prepare a cultural resources report detailing the results of the study. The completed historic resource report will be utilized in evaluating potential environmental consequences.

Note – from our understanding of the project, no other special studies are required to complete the NEPA process at the EA level. Should special studies be required by GDOT or FAA, these would be scoped and priced through a separate proposal.

Preparation of Preliminary Draft, Draft, and Final EA for GDOT Review and Approval

Following completion of all impact analyses, ESL will prepare a Preliminary Draft EA for MLJ, Holt, and GDOT review and comment. ESL will be available to address any comments related to the review by MLJ, Holt, GDOT, and interested parties/project Stakeholders. The Preliminary Draft EA will be submitted to Holt within 45 days of definition of the Proposed Action, Purpose, Need, and Alternatives. Once all comments have been addressed, ESL will submit a revised version, the Draft EA, to Holt, MLJ, and the GDOT as applicable.

Upon acceptance of the Draft EA by MLJ and GDOT, ESL will submit a Notice of Availability of the Draft EA in up to three local newspapers of record. ESL will gather and organize comments received during the public comment process, identify additional recommended mitigation measures (if any), and present these to Holt, MLJ, and GDOT for review and response. ESL will then prepare and submit the Draft Final EA and FONSI to Holt, MLJ, and the GDOT. Once all comments have been addressed, ESL will submit the Final EA and FONSI to Holt, MLJ, and the GDOT.

Agency Coordination

ESL will lead coordination with all external stakeholders, including other Federal and State government agencies, Tribal governments, regulatory agencies, and other contractors. ESL will support such consultation and coordination efforts in order to support the necessary determinations of the level of impact to environmental resources required by NEPA. ESL will provide recommendations on mitigations and protective measures. Correspondence written by ESL will be provided to Holt for review and approval in electronic format. Holt will provide client letterhead (if applicable) and coordinate client representative signatures before mailings. ESL will mail hard copy letters via certified mail and follow up with recipients as warranted.

ESL will prepare all meeting materials and support coordination of meetings with external agencies, as required to complete necessary consultations and the EA process. Requirements include generation of presentation materials, agendas, minutes, publications, news releases, public notices, and the maintenance of mailing list(s). ESL assumes there will be one public meeting and up to three virtual meetings with external stakeholders. ESL will provide three staff industry experts in environmental regulation and stakeholder engagement for stakeholder meetings.

Project Fee (Fixed Fee)

.....\$94,000

The following tasks are optional and will be executed as requested:

Optional Task 2: Facilitation of Public Meeting

ESL will facilitate a 2 to 4-hour public meeting at a neutral (e.g., local hotel) location. ESL will be responsible for room rental, refreshments, room setup, visual aids, handouts, and staffing the meeting with stakeholder engagement specialists, environmental scientists, and coordinators (5 staff total, an increase of 2 staff from the Project Fee). Due to the controversial nature of the project, we recommend this meeting be formatted like a community workshop rather than an informational forum. Note – cost does not include security.

Project Fee (Fixed Fee)

.....\$13,000.00

Optional Task 3: Official Consultation with U.S. Fish and Wildlife Service (USFWS), and/or Georgia Department of Natural Resources (DNR)

Following completion of Task 1, if further consultation is requested by the responsible agency, ESL will begin official consultation with USFWS and DNR. ESL will prepare an official biological assessment utilizing the Consultation Package Builder through the USFWS Information for Planning and Consultation (IPaC) tool and submit to the appropriate contact for GA USFWS. This task includes one virtual meeting between the GDOT, USFWS and/or DNR, the Airport, Holt, and ESL. If additional coordination with DNR is required, the documentation provided for consultation with USFWS is sufficient for DNR consultation. If it is determined that additional documentation is required (i.e., Species specific surveys, etc.), an additional proposal will be provided under separate cover.

Project Fee (Fixed Fee)

.....\$1,800.00

Optional Task 4: USACE Approved Jurisdictional Determination (AJD) Documentation

Following completion of Task 1, if further documentation is requested by the responsible agency, ESL will prepare an Approved Jurisdictional Determination (AJD) package or “No Permit Required” letter for submittal to USACE. The purpose of the AJD is to establish the extent of USACE wetland jurisdiction (or lack thereof) within the project area. The final package will include the AJD form, USACE wetland/upland data sheets, and

corresponding graphics. For additional consultation requested by agency staff, ESL will coordinate and attend field meetings to verify wetland extents and jurisdictional status. ESL will address any agency requests for additional information. If it is determined that a higher level of environmental permitting and review is required, an additional proposal will be provided under separate cover.

Project Fee (Fixed Fee)

.....\$2,000.00

Optional Task 5: USACE Regional General Permitting

Following completion of Task 1, if further documentation is requested by the responsible agency, ESL will prepare all necessary documentation and graphics required for submittal of a permit package for a Dry Lands Permit, Regional General Permit, or similar documentation effort as directed by USACE. This task includes preparation of all permit application documentation and graphics, responses to agency Requests for Additional Information, and ESL attendance at meetings with the regulatory agency as needed. This task does not include the preparation of an Individual Environmental Resource Permit. If it is determined that a higher level of environmental permitting and review is required, an additional proposal will be provided under separate cover.

Project Fee (Fixed Fee)

.....\$4,500.00

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,


SES Energy Services LLC



Danielle Floyd
Project Manager

Attachment: General Terms and Conditions

TERMS ACCEPTED:

For: _____	For: SES Energy Services LLC
_____	Date: <u>24 January 2024</u>
_____	Date: <u></u>
	(Signature)
By: _____	By: <u>Kim Allerton</u>
(Signature)	
(Printed/Typed)	(Printed/Typed)

DF//P240240r2_MLJ Lower Ramp Development

**BALDWIN COUNTY COMMISSIONERS
APPOINTMENT FORM FOR
BOARDS AND COMMITTEES**

NAME Sheila Beckford

MAILING ADDRESS 170 Emmanuel
Harris Rd. #2305

CONTACT PHONE NUMBER(S) (478) 232-5943

EMAIL ADDRESS Sheilabeckford17a@gmail.com

OCCUPATION Retired - part time hostess

EXPERTISE / SPECIAL INTERESTS FOR APPLICABLE POSITION:

I am an ordained Elder (Pastor) I am
Retired - Supervisor of a Newspaper - Day Press
Newport News VA, Civil minded and desire to
be more informed and active in Community
Affairs. I love working with people.

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 **REGION:** 06

GRANT NO: 11-23-24-06-011
FAIN: 23A55AT000010

TOTAL FUNDS: \$ 566,523

Admin not to exceed: \$ 56,652

GRANT PERIOD:

FROM: 10/01/2023 **THRU:** 06/30/2025

GRANT YEAR: FY 2024

PROGAM TITLE/TYPE: I Adult Program

CFDA NO: 17.258

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

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

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

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

Technical College System of Georgia
Executive Director, Office of Workforce Development

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

Date Executed

Date of Acceptance

Authorized Signature

Chairperson

Title (typed)

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 **REGION:** 06

GRANT NO: 31-23-24-06-011

FAIN: 23A55AW000013

TOTAL FUNDS: \$ 595,758

Admin not to exceed: \$ 59,576

GRANT PERIOD:

FROM: 10/01/2023 **THRU:** 06/30/2025

GRANT YEAR: FY 2024

PROGAM TITLE/TYPE: I Dislocated Worker Program

CFDA NO: 17.278

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

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

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

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

Technical College System of Georgia
Executive Director, Office of Workforce Development

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

Date of Acceptance

Chairperson

Date Executed

Authorized Signature

Title (typed)

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

TOTAL FUNDS: \$ 50,000

LOCAL WORKFORCE AREA: 011 **REGION:** 06

Admin not to exceed: \$ 0

GRANT NO: RR31-23-24-06-011

FAIN: 23A55AW000013

GRANT PERIOD:

FROM: 01/01/2024 **THRU:** 12/31/2024

GRANT YEAR: FY 2024

PROGAM TITLE/TYPE: I Dislocated Worker Program

CFDA NO: 17.278

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

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

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

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

Technical College System of Georgia
Executive Director, Office of Workforce Development

Date Executed

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

Date of Acceptance

Authorized Signature

Chairperson

Title (typed)

TITLE VI

NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation

and

Baldwin County Board of Commissioners

Policy Statement

The Baldwin County Board of Commissioners, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's County Manager, Carlos Tobar, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Signature of Responsible Agency Official

John H. Westmoreland

Name of Responsible Agency Official (Please Print)

Chairman

Title

February 6, 2024

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, Baldwin County Board of Commissioners has appointed a Title VI Specialist who is responsible for Attachment 1, which describes the hierarchy for Baldwin County Board of Commissioners Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Baldwin County Board of Commissioners hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises

as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21. For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.

5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address (es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the recipient.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation

Office of Equal Opportunity, Title VI/ Program

600 West Peachtree Street, N.W. 7th Floor

Atlanta, GA 30308

(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT
OF TRANSPORTATION:**

Signature

EEO Director
Title

Date

**NAME OF RECIPIENT: BALDWIN COUNTY
BOARD OF COMMISSIONERS**

Signature

Chairman
Title

02/06/2024
Date

Title VI
Non-Discrimination Agreement
Page No. 6

Facility Lease / Service Agreement

Flight Instruction and Aviation Promotion Initiative

THIS AGREEMENT made and entered into this _____ day of _____, 2024, effective at signing, by and between BALDWIN COUNTY, GEORGIA, a political subdivision of the State of Georgia, existing by and under the authority of the laws of the State of Georgia, hereinafter referred to as the County, and Horizon Aviation, LLC, hereinafter referred to as the Operator.

WITNESSETH:

WHEREAS, the Operator desires to operate a flight school at the Baldwin County Regional Airport and assist the County in promotion of the airport and aviation opportunities under a Letter of Agreement which provides for the leasing to the Operator of certain premises hereinafter described and located at the Baldwin County Regional Airport, together with the right to use and enjoy individually, and in common with others, the facilities referred to; and

WHEREAS, the Operator will engage in the business of operating a flight instruction school and function to promote aviation including the services provided for in Section 7;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, the County does hereby lease, demise, and let to the Operator, and the Operator does hereby take and lease from the County, the following premises, rights, and easements on and to the airport upon the following terms and conditions:

1. This agreement shall terminate absolutely and without any further obligation on the part of the County at the close of the 2024 calendar year (December 31, 2024) and at the close of the succeeding year for which it may be renewed. The County and the Operator may renew this agreement for one year by mutual written agreement.
2. All official communications concerning this Facility Lease / Service Agreement and ongoing operations shall be between the Operator and the County Manager or the County Manager's designee.

The County does hereby grant, demise and lease to the Operator use of designated areas of the Conference and Training Center Building, subject to the County's right to restrict or entirely revoke Operator's use of the Conference and Training Center Building at any time, in the County's sole discretion, upon giving thirty (30) days' notice to the Operator. The County shall have the right, after discussion with the Operator, to designate unused areas of the Conference and Training Center Building for other uses.

3. The County reserves the right to remove any County owned facility from service for repair or renovation when needed without additional cost to the County for income loss to the Operator.
4. The Operator shall work in collaboration with the Baldwin County Regional Airport's Fixed Base Operator, the Airport Advisory Committee, the local EAA Chapter, County staff and other appropriate groups to support and advance the Baldwin County Regional Airport's Vision for the Baldwin County Regional Airport.
5. Annual Rent
 - a. The Operator shall pay annual rent of \$12,000 in equal monthly payments, except as described in section 5.b of this section. In the event of a reduction of available facilities, the yearly rent will be re-negotiated to account for such changes.
 - b. In consideration for acting in a role for the County's aviation promotion initiative, the Operator's annual rent will be waived during the first year. After the second semi-annual performance evaluation and review, if the targeted first year objectives are achieved, the County will develop a new list of objectives, and the rent will be waived for the second year. This process will be in effect for the duration of the original agreement.
 - c. During the first year, the Operator shall support the County's aviation promotion initiative through collaboration with others. After identifying resources available from others, the Operator shall formulate a plan, in cooperation with others, to address the following activity concepts. The activities are general in nature, leaving the Operator to develop innovative and interesting offerings.
 - i. Conduct two community-wide regional events promoting aviation.
 - ii. Host three activities promoting aviation in the K-12 environment.
 - iii. Establish a "camp" opportunity for high school students.
 - iv. Establish a presence in the regional high schools and colleges.
 - v. Conduct two activities for underrepresented groups.
 - vi. Develop promotional materials.
6. The Operator agrees to provide the following services under the flight school and promotional terms of this lease agreement:
 - a. Full Time Operation And Availability sufficient to serve the needs of the community and support the aviation promotion initiatives.
 - b. Flight Instruction including an initial minimum of Private, Instrument, Commercial and CFI Levels.
 - c. Ground Instruction access including an initial minimum of Private, Instrument and Commercial Levels.
 - d. Coordination with local part time instructors desiring to provide instruction.
 - e. Aircraft Rental with a minimum of one (1) aircraft appropriate for basic flight instruction equipped and maintained current for instrument flight. Aircraft shall be available for instructional and recreational flights. Additional aircraft shall be provided as need dictates.
 - f. Educational Initiatives support with local schools and colleges to advance aviation knowledge, appreciation, and STEM related course work.

- g. Focusing Initiatives on Underrepresented Groups such as, but not limited to, women and minorities.
 - h. Presentations to regional groups and organizations promoting flight instruction at the Baldwin County Regional Airport as a regional resource.
 - i. Cooperation with the Contracted Fixed Base Operator to advance the Baldwin County Regional Airport as a valuable resource.
 - j. Support for Local Aviation Groups such as The Baldwin County Regional Airport Advisory Committee and the local Experimental Aircraft Association (EAA) chapter.
7. The Operator, working in collaboration with the County and the Fixed Base Operator, shall establish an Advisory Group.
8. A semi-annual performance evaluation and review will be conducted by the County. Any remediation and expansion plans shall be discussed and documented. A target date for addressing any identified items in need of improvement or adjustment shall be defined.
9. The Operator will perform its obligations under the terms of this agreement. Nothing in this agreement will in any way be construed to appoint or employ Operator or any of its employees, officers, agents, and subcontractors as an employee, agent, or representative of the County. The manner and method of providing services under this Agreement by Operator will be determined by Operator in its sole discretion, subject to the limitations contained herein. This agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.
10. The County shall furnish electric current and water for the operation of the Conference and Training Center Building. The Operator shall keep and maintain the premises in a clean, safe, and sanitary condition for use as an airport facility. The Operator shall keep the facility rooms and all its appurtenances in proper condition for the accommodation of pilots, passengers, students, visitors, and others rightfully on the premises.
11. The Operator agrees to observe, obey, and enforce all reasonable rules and regulations which may from time to time during the term hereof, be promulgated by the County or other competent authority, including the rules, regulations and minimum standards hereby adopted by the County relating to the flight instruction and promotional operations. The Operator agrees to assist the County in the orderly development of the airport.
12. It is mutually agreed and understood that in connection with the performance of any right or privilege, duty, or obligation under the terms of this agreement, the County and the Operator agree not to discriminate against any employee or applicant for employment due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin. This provision shall include, but not be limited to, the following:

Employee upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

13. This agreement shall be subordinate to the provisions of any existing or future agreement between the County of Baldwin and the United States and/or State of Georgia, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State funds for the development of the airport.
14. The Operator will have exclusive use of the Flight Training Office in the terminal at the Baldwin County Regional Airport.
15. The Operator shall have the right, in common with others authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for take-off, flying and landing of aircraft of the Operator.
16. The Operator shall have the non-exclusive use without charge, in common with others, of the aircraft parking areas, appurtenances and improvements thereon.
17. The Operator shall have the right to install, operate, maintain, repair and store, subject to the approval of the County and taking into consideration the safety and convenience of all persons concerned, all equipment and supplies necessary for the operation of the Operator's flight instruction business and the aviation promotional responsibilities.
18. The Operator's right to ingress and egress from the demised premises shall be limited to streets, driveways, or sidewalks designated for such purposes by the County, which right shall extend to Operator's employees, passengers, guests, invitees, and patrons.
19. The Operator hereby agrees to maintain the offices occupied by it and make such repairs as are necessary and any improvements approved by the County. In the event of fire or any other casualty not caused by the Operator, this agreement shall be terminated, unless the County chooses to either repair or replace the leased premises. The County will attempt to support this section through other means. Structural repairs (including by way of illustration, but not limited to, electrical, roofing, and plumbing repairs) shall be the County's responsibility.
20. The Operator hereby agrees to obtain liability insurance at its own expense, with Baldwin County shown as a named insured, as follows:
 - Bodily Injury: \$1,000,000.00 each person and \$1,000,000.00 each accident,
 - Property Damage: \$1,000,000.00 each accident
 - Passenger Liability: \$1,000,000.00 each
 - Public Liability-Bodily Injury and Property Damage: Same as above.

Upon execution of this agreement, and thereafter not less than 30 days prior to the expiration date of such insurance, Operator shall supply the County with certificates of insurance issued by the insurer for all the above-described policies of insurance.

21. The parties hereto for themselves, their legal representatives, successors and assigns further covenant and agree as follows:
- a. The Operator agrees to observe and obey during the term of this lease, all laws, ordinances, rules, and regulations promulgated and enforced by the County and by any other proper authority having jurisdiction over the conduct of the operations of the Baldwin County Regional Airport. In addition, it is necessary that the Operator abides by and enforces all Federal Aviation Regulations as they apply to any ground or airborne operations of any kind at the Baldwin County Regional Airport. The Operator shall be required to establish and follow appropriate aviation ground safety guidelines to ensure the airport remains a safe place for airport users and the surrounding community.
 - b. The Operator agrees to defend, indemnify, and hold harmless the County, its commissioners, employees, representatives, and agents from and against and any all losses, third party claims, damages, liabilities, costs, and expenses caused by, relating to, or arising out of any act or omission by Operator, its members, officers, employees, agents, or representatives in connection with Operator's performance or non-performance of its obligations under this agreement.
 - c. The Operator shall peacefully enjoy the leased premises, and all the rights and privileges herein granted subject to the rules and regulations which have been made or may be adopted by the Baldwin County Board of Commissioners.
 - d. The Operator agrees to operate the premises leased for the use and benefit of the public; to furnish good, prompt and efficient service adequate to meet all demands for its services at the airport; to furnish said service on a fair, equal and non-discriminatory basis to all users thereof and to charge fair, reasonable and non-discriminatory prices for such unit of sale or service provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or similar types of price reductions to purchasers.
22. The Operator agrees that no signs or advertising materials may be erected on the premises without the written consent of the County.
23. The Operator agrees that any additional operations that are not stated in this contract will need to be submitted to the County Manager for approval.
24. The County shall not be liable for any loss of income that Operator may sustain during any period when the airport shall be closed, or Operator's use of the airport is restricted by any lawful authority in such a manner as to interfere with the use of same by the Operator.
25. The County agrees to extend to the Operator the same fire and police protection extended to the other tenants and facilities on airport property.

26. The Operator expressly agrees that it will pay all taxes that may be levied against the personal property of the Operator.
27. At any time, either party may terminate this agreement without cause by providing thirty (30) days' written notice to the other party.
28. No delay or omission by the County to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The failure herein to specify a right, power, or remedy accruing upon any non-compliance or failure of performance by the Operator shall not be construed to be a waiver thereof so as to impair the right of the County thereby aggrieved to all remedies then available to it at law or in equity.
29. The Operator shall have the right and privilege of engaging in and conducting all the services contained in Section 7 of this agreement on the premises of Baldwin County Regional Airport, under the terms and conditions as set forth herein, provided, however, that this agreement shall not be construed in any manner to grant the Operator or those claiming under him the exclusive right of the uses of the premises and facilities of said airport other than those premises leased exclusively to the Operator.
30. The County reserves the right to further develop or improve the airside area of the airport as it sees fit.
31. The County reserves the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities.
32. During a time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military and/or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
33. The Operator, its agents, and employees, will not discriminate against any person or class of persons due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Federal Aviation Regulations. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the County take to comply with the FAA Assurances by the County of Baldwin as the official Airport Sponsor.

No right or obligation under this agreement may be assigned, delegated, or transferred by one party to a third party without the express written consent of the other party to this agreement. Any attempted or purported assignment without such consent should be considered null and void.

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

Kel Johnson
Horizon Aviation, LLC
7 Falcon Dr, Peachtree City, GA 30269
(470) 332-0787
horizonaviation@gmail.com

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

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

35. This agreement constitutes the entire agreement between the parties and there are no oral or other representations regarding the subject of this agreement that are binding on either party. Any changes, amendments, or modifications to this agreement must be in writing, signed by both parties, and duly adopted by the Board of Commissioners of Baldwin County.
36. This agreement will be subject to and governed by the laws of the State of Georgia.
37. Time is the essence in this agreement.
38. If any provision of this agreement shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this agreement, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.
39. Both parties have participated fully and equally in the negotiation and preparation of this agreement. This agreement shall not be more strictly construed, nor any ambiguities in this agreement resolved, against either the County or Operator.
40. This agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.

Initials: County_____

Item 9.

Operator_____

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

Item 9.

Operator_____

IN WITNESS WHEREOF, the parties to this agreement have Hereunto set their hands and signatures effective as of the day and year first above written.

Baldwin County Commission

BY: _____

Its: _____

Signed, sealed, and delivered
This _____ day of _____ 2024,
In the presence of:

Witness

Notary Public {SEAL}

My Commission expires: _____

Horizon Aviation, LLC

BY: _____

Its: _____ :

Signed, sealed, and delivered
This _____ day of _____ 2024,
In the presence of:

Witness

Notary Public {SEAL}

My Commission expires: _____

TO AMEND CHAPTER 34 OF THE BALDWIN COUNTY CODE OF ORDINANCES TO ADD ARTICLE V, ENTITLED “URBAN CAMPING”; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE BALDWIN COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS

SECTION 1. That The Code of Ordinances, Baldwin County, Georgia is hereby amended by adding an article to be numbered V, which article reads as follows:

ARTICLE V. – URBAN CAMPING

Sec. 34-76. - Definitions

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

“Camp” or “camping” means the use of a street, sidewalk, other right-of-way, and or any other county property for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings, or making a fire, or carrying on cooking activities, or using a tent or other temporary structure for habitation. These activities constitute camping if, in light of all the circumstances, it reasonably appears that in conducting one or more of these activities, the participant is in fact using the area as a living accommodation, regardless of the intent of the participant.

“County property” means any property owned, operated, or controlled by Baldwin County.

“State Property” means any property in the unincorporated area of Baldwin County that is owned, operated, or controlled by the State of Georgia and any of its offices, agencies, authorities, departments, commissions, boards, divisions, instrumentalities, or institutions.

Sec. 34-77 Prohibition of urban camping and improper use of county property.

- (a) It shall be unlawful for any person to set up tents, shacks, or any other temporary shelter on county property or state property for the purpose of overnight or daytime camping.
- (b) It shall be unlawful for any person to leave any movable or temporary structure or special vehicle to be used or that could be used for the purpose of overnight or daylight camping on county property outside of the county property’s hours of operation.
- (c) The hours of operation for all parks and recreation facilities owned, operated, and controlled by the county shall be from sunrise until sunset unless a previously scheduled recreational activity is scheduled. No persons other than county personnel conducting county business shall occupy or be present in such parks during any other hours.
- (d) Any county property may be declared closed to the public by the county at any time and for any interval of time, either temporarily or at regular or stated intervals.

SECTION 2.

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

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

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

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

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

SO ORDAINED this ____ day of February, 2024.

JOHN H. WESTMORELAND
Chairman

ATTEST:

CYNTHIA K. CUNNINGHAM
County Clerk

(Seal)

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.: 14xxx

Item 11.

SUBGRANT AWARD

SUBGRANTEE: Baldwin County Board of Commissioners

IMPLEMENTING

AGENCY: Baldwin County BOC

PROJECT NAME: Multi-Jurisdictional Task Force

SUBGRANT NUMBER: B19-8-021

FEDERAL FUNDS: \$ 40,739

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 40,739

GRANT PERIOD: 01/01/24-09/30/24


This Award is hereby made in the amount and for the period shown above for a Subgrant under the Anti-Drug Abuse Act of 1988, Public law 100-690, Title VI, Subtitle C.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Anti-Drug Abuse Act of 1988. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 01/01/24

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000782-003
Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	14xxx	1	01/01/24	9		**	B19-8-021
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	14xxx				
ITEM CODE	DESCRIPTION 25 CHARACTERS				EXPENSE ACCT	AMOUNT	
1	Multi-Jurisdictional Task Force				624.41	\$ 40,739	

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.: 14158

Item 11.

SUBGRANT AWARD

SUBGRANTEE: Baldwin County Board of Commissioners

IMPLEMENTING

AGENCY: Baldwin County BOC

PROJECT NAME: Multi-Jurisdictional Task Force

SUBGRANT NUMBER: B22-8-009

FEDERAL FUNDS: \$ 111,157

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 111,157

GRANT PERIOD: 01/01/24-12/31/24


This Award is hereby made in the amount and for the period shown above for a Subgrant under the Coronavirus Emergency Supplemental Funding Program, Public law 116-136, Div. B; 28 U.S.C. 530C.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Coronavirus Emergency Supplemental Funding Program. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 01/01/24

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000782-003
Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	14158	1	01/01/24	9		**	B22-8-009
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	14115				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Multi-Jurisdictional Task Force	624.41	\$ 111,157