



# BALDWIN COUNTY REGULAR MEETING

May 05, 2026

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

#### 1. Approval of Minutes

Approval of April 21, 2026 regular commission meeting minutes.

Approval of April 22, 2026 called commission meeting and executive session minutes.

### PRESENTATION

2. Jail Presentation - Sheriff Bill Masee.

### ADMINISTRATIVE/FISCAL MATTERS

#### 3. Old Williamsburg Road

Resolution R-2026-31 - a resolution abandoning a portion of Old Williamsburg Road - Interim County Manager.

#### 4. Adult Dislocated Worker Grant

Resolution R-2026-32 - a resolution to authorize the Workforce Innovation Opportunity Grant for Dislocated Workers as an Adult Program - Interim County Manager.

#### 5. District Attorney

Resolution R-2026-33 - a resolution to approve the extension of an agreement for the Ocmulgee Judicial Circuit to participate in the Georgia State Paid, County Reimbursed (SPCR) Personnel Program Interim County Manager.

#### 6. Brantly County Mutual Aid

Resolution R-2026-34 - a resolution to authorize a mutual aid agreement with Brantley County - Interim County Manager.

7. Appointments

Department of Family and Children Services - 1 appointment to their Board.

Airport Advisory Committee - 2 appointments to their Board.

**OLD BUSINESS**

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

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

**ADJOURNMENT**

**REMINDERS**

May 19, 2026 - Commission Meeting

May 25, 2026 - Memorial Day Holiday



BALDWIN COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING

April 21, 2026  
1601 N Columbia St, Suite 220  
6:00 PM

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MINUTES

PRESENT

Kendrick B. Butts, Chairman  
Andrew Little  
Sammy Hall  
Emily C. Davis

OTHERS

Carlos Tobar  
Bo Danuser

CALL TO ORDER

Chairman Butts called the April 21, 2026 regular Baldwin County Board of Commissioners meeting to order at 6:00 PM.

INNOCATION

Prophetess Ramona Franklin said the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Hall led the Pledge of Allegiance.

ADOPTION OF MINUTES

Commissioner Hall made a motion to adopt the March 17, 2026 regular meeting minutes and executive session minutes and the March 18, 2026 joint meeting with the Board of Tax Assessors meeting minutes. Commissioner Davis seconded the minutes and the minutes were approved unanimously.

PRESENTATIONS

Commissioner Davis read a Certificate of Recognition to the coaches and team members of the Oak Hill Middle School Girls Basketball Team for winning the 2025 CRSA League

Championship. The Commissioners joined the coaches and team members at the podium for photos.

Chief Phillip Adams presented firefighters and EMT paramedics with a Life Safety Award that responded to a call in December of 2025 where they were dispatched to an unresponsive patient and went into cardiac arrest. The rapid response by the firefighters and paramedics made the difference in a life or death situation and he reported that the patient was doing well today. The training, rapid response and teamwork made the difference. The Commissioners joined Chief Adams, the firefighters and the paramedics at the podium for photos.

Latonya Howell gave a Women's History Month presentation. She opened her presentation with a poem about woman and shared the history of Women's History Week, she shared the stories of women making history, including Molly Williams who fought fires, and Gail Register who was the first female fire fighter at the Milledgeville Fire Department, and the story of first responder Heather Nations. Ms. Howell spoke of Ramond De La Roach who became the first female to get a pilot's license and of local pilot Makeria Murray who at the age of 14 became a pilot and would be graduating Baldwin High School in May this year. The Commissioners went to the podium for pictures with Ms. Murray.

Joy Moten-Thomas shared information about April being Minority Health Care Month sponsored by the Department of Health and Human Services. She gave figures about minority health and that the figures should be improving but were not, Baldwin County fell at 112 of 159 counties for overall health outcomes driven by chronic disease and preventable diseases. Ms. Moten-Thomas listed leading diseases disproportionately found in people of color. She discussed the challenges in obtaining health care, child birth, the hospital's role in providing minority health, and the cost of providing indigent care. Ms. Moten-Thomas shared programs available at Navicent Health Baldwin that were available to change the data around, including Lunch and Learn Program, Walk with a Doc and EMS providing care at events at no cost to the community. Ms. Moten-Thomas thanked the Commissioners for allowing her a moment of their time.

Commissioner Strickland stated that Atrium had made tremendous strides in Baldwin County and, that programs and equipment had been added and that Atrium was one of the few places that carried whole blood. He commended Atrium and thanked Ms. Moten-Thomas for her hard work.

Code Enforcement Officer Lisa Marks gave a presentation. She gave information about efforts put into demolishing over 300 structures and getting derelict properties cleaned up. She stated that they were now taking property owners to court stating the department was moving forward and 8 property owners had been sighted. She stated that no fines had been collected, their goal was to clean up the property. Commissioner Hall confirmed that the goal was not to be unreasonable. And thanked Ms. Marks for her effort.

County Manager Carlos Tobar presented Code Enforcement Officer Lisa Marks with her Level 1 Certificate.

### ADMINISTRATIVE/FISCAL MATTERS

#### Knight Foundation Grant

Grant Manager Haly Hicks addressed the Commissioners explaining the Knight Cities Challenge Grant through the Knight Foundation stating she was pursuing a \$100,000 no match grant to complete the Harrisburg Community Center. The Grant would focus on places bringing people together.

Commissioner Davis made a motion to authorize the Knight Foundation grant application. Commissioner Strickland seconded the motion and the motion passed unanimously.

Commissioner Hall stated that there was no match, but did they have to front the money. Mr. Tobar responded that the money would get the money upfront.

There was a discussion about the Knight Foundation Grant and the work being done in the Harrisburg Community.

### OLD BUSINESS

Chairman Butts asked if there would still be swimming lessons provided at the aquatic center. County Manager Tobar replied that was through the Baldwin County School district Monday through Thursday in June K – 8<sup>th</sup> grand.

There was a discussion about extending swimming lessons to middle school and high school because those age kids were more likely go swimming at the river and had as greater a chance of drowning than younger children.

### NEW BUSINESS

There was no new business.

### COUNTY MANAGERS REPORT

County Manager Carlos Tobar gave his Manager's Report. He gave updates on:

- One Georgia Grant for the Sibley Place was coming in May; the project had been delayed
- Rural Workforce Housing Initiative for 2.2 million, the developer would pay for the grant administration fees, this would not cost any cash out of the county pockets, the

developer would have a third-party inspector, this would be funded by the One Georgia Authority. This was an infrastructure grant.

Mr. Tobar introduced speakers:

Dr. Damian Francis addressed the commission stating the GHIC committee was in support of this initiative and the residents would be provided affordable housing and would be well benefited. He asked the Commissioners to support the affordable housing initiative.

County Manager Tobar stated that this was an 18-acre parcel located at 179 Frazier Drive, he also stated a lot county investment had gone into replacing the sewer line in the area. Mr. Tobar discussed the grants.

Mr. Hall questioned the contractor having a third-party inspector, and didn't think it was a good idea and would not be in favor of accepting that offer.

### PUBLIC COMMENT PERIOD

Danny Register addressed the Commissioners inviting them to the Coopers Spring Festival on May 1<sup>st</sup>. He thanked those participating, including a free health fair and that it was open to the community.

Dr. Damian Francis addressed the Commissioners sharing information about the Mobile Health Unit it was a 40 foot screening clinic. He stated the Mobile Health Unit was making a difference in the community and asked anyone interested to invite them to their organization. The services provided primary care, a pharmacy, and women's health. The unit enabled connections to care.

Desiree Liggins addressed the Commissioners thanking Commissioner Davis for her service. Ms. Liggins addressed the Commissioners regarding the excessive vape shops liquor stores, the Commissioner bringing in jobs and houses. Ms. Liggins discussed the Central State Hospital exhibit at the Harriet Tubman Museum and asked what the Commissioners were going to do to make a memorial for the people that were left and never came out. She stated that they were still waiting for the audit.

Chairman Butts stated they should have it next week.

Maurice Liggins addressed the Commissioners reading an email from County Manager regarding the surfacing on Sidney Butts Road being under warranty. He asked the Commissioners to follow up. Mr. Liggins discussed the Frazier Woods project stating the project was advertised with preferences for housing. He stated the project was presented under false pretenses.

Chairman Butts asked for an update on Sidney Butts Road. Mr. Tobar responded that both Sidney Butts and Covey Road both needed work and were under warranty; Mr. Tobar would follow up on the time frame.

Commissioner Davis stated that they needed to check the other roads to make sure they were not falling apart while they were still under warranty.

### ADJOURNMENT

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

The April 21, 2026 Baldwin County Board of Commissioners meeting was adjourned at 7:13 PM.

Submitted

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Kendrick B. Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia



# BALDWIN COUNTY BOARD OF COMMISSIONERS CALLED MEETING

April 22, 2026  
1601 N Columbia St, Suite 220  
1:00 PM

Item 1.

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## MINUTES

### PRESENT

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

### OTHERS

Carlos Tobar  
Brandon Palmer  
Bo Danuser  
David Sawyer

### CALL TO ORDER

Chairman Butts called the called Baldwin County Board of Commissioners meeting to order at 1:00 PM.

### EXECUTIVE SESSION

Commissioner Little made a motion to enter in Executive Session. Commissioner Hall seconded the motion and the motion passed unanimously.

The Commissioners went into closed session at 1:01 PM.

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

Commissioner Strickland made a motion to return to open session. Commissioner Hall seconded the motion and the motion passed unanimously.

The Commissioners returned to open session at 4:20 PM.

County Manager Carlos Tobar was asked to come into the meeting.

## AMMENDED AGENDA

Commissioner Little made a motion to amend the agenda to add a presentation by David Sawyer of David Sawyer and Company, LLC. Commissioner Davis seconded the motion and the motion passed unanimously.

The agenda was amended to add a presentation on the forensic audit.

David Sawyer began his presentation by stating that it came to the attention of the Board of Commissioners that payments had not been made to the City of Milledgeville for SPLOST and TSPLOST revenue sharing and the Board of Commissioners requested a forensic accounting analysis be performed.

He stated that their analysis uncovered the payments had not been made in 9 months even though they were required to be given within 30 days. The analysis concluded that Baldwin County had not effectively managed or budgeted cash flow to ensure that obligations or liabilities were met in a timely or current basis; as a result, county financial health and position was overstated during the period of non-payment. The cash flow analysis and fund balance analysis of revenues and expenditures from 2019 to 2023 as well as general fund bank account balances from 2019 to 2023 revealed seasonal patterns of revenue which spiked during November and December each year with lower amounts of revenue in July and August. The cash flow analysis also showed that the TSPLOST expenditures exceeded the revenues and as a result, Baldwin County was required to take tax anticipation notes in order to fund county operating expenses.

He stated a county cash snapshot was performed and there was \$212,000 unclaimed cash available; the County has a \$30 million annual budget and one month's cash reserve would be \$2.5 million

Mr. Sawyer stated they performed a trend analysis of changes in the general fund from 2019 to 2023 stating fund balance increased gradually reaching a height \$12.5 million in 2022; this amount began to decrease in the year 2023 and while the revenues were increasing, they were not keeping pace with the expenditures and in 2023 the expenditures exceeded revenues.

Mr. Sawyer continued stating these findings lead to the expansion of their scope to perform a comprehensive analysis of TSPLOST, SPLOST and capital projects. They found areas of findings and discussed projects without contracts, budgets or evidence of competitive bids, projects with significant change orders or change orders without adequate supporting documentation, expenditures without purchase orders or adequate supporting documentation, and backdated and overdue accounts payable invoices. Mr. Sawyer gave details of the findings.

Mr. Sawyer stated that in conclusion, the forensic analysis indicates that there is a significant weakness in the internal controls in Baldwin County finance and purchasing from the beginning of the process, including bids, budgets, contracts, spending reviews, change orders and total

spending. There were significant internal weaknesses and controls in the purchasing and accounts payable process whereby there are no purchase orders and invoices received from vendors for accounts payable and accounts payable were back dated into the previous year. He stated that the findings were significant, in the millions, and were the cause and effect of an ineffective cash flow management process.

Davis Sawyer stated that this concluded the investigation and that a detailed report would be issued.

Commissioner Strickland asked about processes following the processes. Mr. Sawyer explained the standard steps to ensure proper accountability, responsibility and maintained monitoring.

Commissioner Strickland asked how Mr. Sawyer would rate Baldwin County. Mr. Sawyer responded that he would avoid a grade or a label, but there were significant weaknesses at every single step in the process of capital projects as well as accounts payable and purchasing.

Commissioner Strickland asked Mr. Sawyer that based on his findings, it would be accurate to believe that the commissioners had an inflated sense of their cash flow. Mr. Sawyer responded that that was an accurate statement.

Commissioner Strickland made a motion based on the findings of the forensic account investigation performed by Sawyer and Company, LLC that the Commissioners find good cause to terminate the employment agreement of County Manager Carlos Tobar effective immediately for violations of County policies and procedures, willful misconduct and gross negligence. Commissioner Little seconded the motion and the motion passed unanimously.

Chairman Butts stated to Mr. Tobar that effective immediately, his contract had been terminated and to turn over everything to law enforcement and to gather his possessions in his office and to leave the building.

Mr. Tobar left the meeting.

Commissioner Davis made a motion to appoint Commissioner Sammy Hall as Interim County Manager. Commissioner Little seconded the motion.

Chairman Butts stated that Mr. Hall had been in this position before and was selected to hold this position until they get another interim. He knew that he would have help from everybody around the board if needed.

Chairman Butts called for the vote. The vote was unanimous and the motion passed.

ADJOURN

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

The April 22, 2026 called Commission meeting was adjourned at 4:38 PM.

Chairman Butts announced that the forensic audit report would be presented to the public when it was finalized.

Submitted,

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Kendrick B. Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia

**RESOLUTION R-2026-31**

**A RESOLUTION TO DECLARE AND CERTIFY ABANDONED A PORTION OF OLD WILLIAMSBURG ROAD; TO AUTHORIZE RECORDATION OF THIS RESOLUTION AND ACCOMPANYING EXHIBITS IN THE COUNTY MINUTES; TO AUTHORIZE DELETION OF SAID PROPERTY FORM ANY OFFICIAL RECORDS REFLECTING THE CURRENT COUNTY ROAD SYTEM; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, Old Williamsburg Road, located in Baldwin County, Georgia, is currently included within the Baldwin County road system; and

**WHEREAS**, attached hereto as Exhibit “A” is a sketch or plat depicting the portion of Old Williamsburg Road proposed to be abandoned; and

**WHEREAS**, the legal description for that portion of Old Williamsburg Road proposed to be abandoned is attached hereto as Exhibit “B” (the “Road”); and

**WHEREAS**, the Board of Commissioners has determined that a portion of Old Williamsburg Road no longer serves a substantial public purpose and should be removed from the County road system; and

**WHEREAS**, pursuant to O.C.G.A. § 32-7-2(b), the County has provided notice to property owners located on the road and has caused notice of the proposed abandonment to be published in the legal organ of Baldwin County once a week for two weeks; and

**WHEREAS**, the Board of Commissioners, in the exercise of their sound judgment and discretion, after giving thorough consideration to all the implications involved, and keeping in mind the public interest and welfare of the citizens of the County, has determined that abandoning the Road would be advantageous to and would best benefit the citizens of the County; and

**WHEREAS**, the Board of Commissioners has ensured that all of the required notice, advertisement, and public hearing requirements have been met or satisfied, with the public hearing having been held Tuesday, May 5, 2026 at 5:30 P.M.

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. No Public Purpose Certification.** The Board of Commissioners hereby certifies that no substantial public purpose will be served by maintaining the Road as public right of way.

- 3. Abandonment of Old Williamsburg Road.** The portion of Old Williamsburg Road shown on the map attached hereto as Exhibit “A” and more particularly described by the legal description attached hereto as Exhibit “B” is hereby declared abandoned and removed from the Baldwin County road system, pursuant to O.C.G.A. § 32-7-2(b).
- 4. Effect of Abandonment.** Upon abandonment, all public rights in and to the abandoned portion of Old Williamsburg Road shall cease, and ownership of the underlying property shall vest as provided by Georgia law.
- 5. Recordation.** The County Clerk is hereby directed to record this Resolution, declaration, certification attached hereto as Exhibit “C”, and accompanying exhibit(s) including a plat or sketch of the Road in the official minutes of the County. The certification is authorized to be recorded in the official deed records of the County.
- 6. Deletion from County Records.** The County Clerk is hereby authorized to delete all references to the Road as County property from County records reflecting the current County road system.
- 7. Other Actions Authorized.** The Chairman, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution.
- 8. Actions Ratified, Approved and Confirmed.** The signatures in the Agreement to Purchase Property from the Chairman or County Manager for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
- 9. Severability.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 10. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 11. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 5th day of May, 2026.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

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

ATTEST:

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

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

[SEAL]

# EXHIBIT “A”

This block reserved for the Clerk of Superior Court

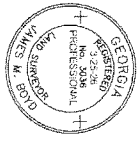
**NOTES:**

1. The term "Certification" as used in Rule "180-6-09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.
2. This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
3. Equipment Used: Topcon 303 Total Station and Real Time Kinematic GPS survey using Carlson BRX7 multi frequency receivers, multiple setups and duplicate operation on corners. The relative positional accuracy of which does not exceed 0.06".
4. North arrow and bearings shown herein are based on GA East - NAD 83. All distances are horizontal ground measurements expressed in U.S. Survey Feet.
5. This plat has been calculated for closure and is found to be accurate within one foot in 181,175 feet.
6. Date of Field Work: December 2, 2024 & March 24, 2026

**SURVEYORS CERTIFICATION**

This property hereon has been surveyed with a total station which does not review or approve any points on this site of public use or recording. APPROVED FOR THE SURVEYOR: JAMES M. BOYD, LICENSE NO. 3038, REGISTERED PROFESSIONAL LAND SURVEYOR, GEORGIA. LOCAL REGULATIONS, COMPLIANCE WITH LOCAL REGULATIONS, OR REQUIREMENTS, OR SUBMITTAL FOR ANY USE OR PURPOSE OF THE STATE. I hereby certify that the surveyor has met the technical standards for project surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A., Section 15-6-05.

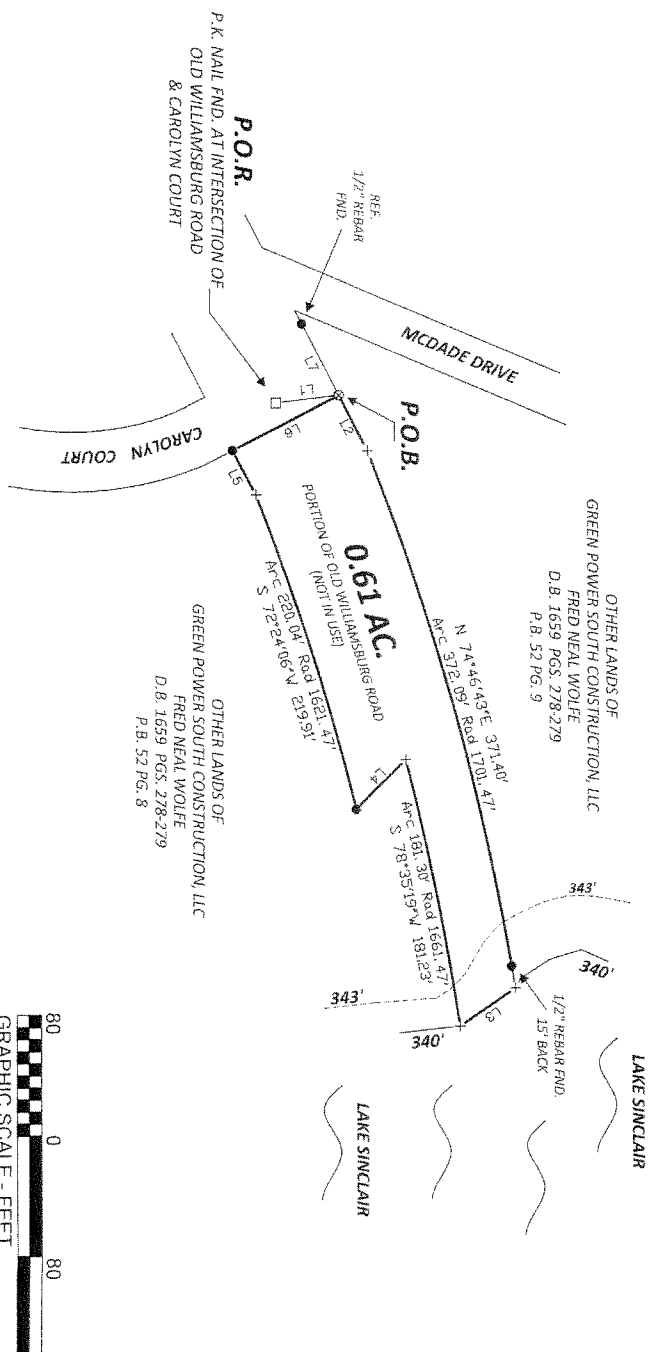
James M. Boyd  
3-15-26  
Professional Land Surveyor 3038



**NOTE:**  
THERE HAS BEEN NO INDEPENDENT RESEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR OWNERSHIP TITLE EXCEPT THAT MAY BE DISCLOSED BY THE PUBLIC RECORDS. THIS SURVEY AND PROPERTY IS SUBJECT TO ANY AND ALL EXISTING DRAINAGE AND/OR UTILITY EASEMENTS THAT MAY NOT BE SHOWN ON THIS PLAT NOR DOES THE SURVEYOR ASSUME ANY RESPONSIBILITY FOR ANY SUCH EASEMENTS THAT MAY AFFECT THIS PROPERTY.

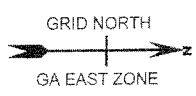
**CALL TABLE**

Course	Bearing	Distance
L1	N 06° 45' 11" W	42.02'
L2	N 62° 39' 34" E	41.59'
L3	S 34° 50' 01" E	44.58'
L4	S 44° 46' 09" E	46.49'
L5	S 62° 47' 09" W	33.44'
L6	N 27° 20' 25" W	79.51'
L7	S 62° 39' 34" W	53.56'



**BOYD SURVEYING AND LAND INVESTMENTS LLC**  
200 North Main Street  
Tennille Georgia 31089  
Office (478) 552-9900  
Cell (478) 232-2097  
boydssurveying@outlook.com  
James M. Boyd GA RLS 3038  
COA #0674722

**Green Power South Construction, LLC**  
Boundary Survey For  
**Fred Neal Wolfe**  
318th G.M.D. BALDWIN COUNTY, GEORGIA  
SCALE: 1 IN = 80 FT DATE: March 25, 2026  
DRAWN BY: DMB PLAT No. 26094F



# EXHIBIT “B”

## AS-SURVEYED PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 214 of the 2<sup>nd</sup> Land District of Baldwin County, Georgia, and being more fully described as follows:

**COMMENCING** at a p.k. nail found at the intersection of the centerline of Old Williamsburg Road and the centerline of Carolyn Court, if extended;

Thence N 06°45'11" W a distance of 42.02' to a 1/2" rebar set on northside of 80' wide right of way of Old Williamsburg Road and the **point of beginning**;

Thence along said right of way N 62°39'34" E a distance of 41.59' to a point;

Thence continuing along said right of way with a curve turning to the right with a radius of 1701.47' a distance of 372.09', said curve subtended by a chord bearing N 74°46'43" E, with a distance of 371.40' to a point at the 340' contour water line of Georgia Power Lake Sinclair, said right of way passing through a 1/2" rebar found 15' back from said 340' contour water line;

Thence leaving said point following the 340' contour water line S 34°50'01" E a distance of 44.58' to a point;

Thence leaving said point beginning a curve turning left with a radius of 1661.47' a distance of 181.30', said curve subtended by a chord bearing of S 78°35'19" W with a distance of 181.23' to a point,

Thence leaving said point S 44°46'09" E a distance 46.49' to a 1/2" rebar found on the southern 80' wide right of way of Old Williamsburg Road;

Thence leaving along said right of way being a curve turning left with a radius of 1621.47' a distance of 220.04', said curve subtended by a chord bearing of S 72°24'06" W with a distance of 219.91' to a point;

Thence continuing along said right of way S 62°47'09" W a distance of 33.44' to a 1/2" rebar found at the northeastern 40' wide right of way of Carolyn Court;

Thence leaving said point heading N 27°20'26" W a distance of 79.51' to a 1/2" rebar set and returning to the **point of beginning**;

Said property contains 0.61 acre, more or less, and is more fully described on a boundary survey prepared by Boyd Surveying and Land Investments dated March 25, 2026.

## RESOLUTION 2026-32

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE DISLOCTED WORKER AS AN ADULT PROGRAM FOR THE OF PERIOD OF APRIL 1, 2026 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 36-25-26-06-011 FAIN 25A55Aw000130; and

WHEREAS, the Grant provides funding of \$300,000 for the period of April 1, 2026 through June 30, 2027 for the Dislocated Worker as an Adult Program.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of Grant Application.** The Board of Commissioners hereby authorizes the preparation and submission of a Georgia Workforce Innovation and Opportunity Act (WIOA) Grant.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Grant and to take all action necessary in conformity therewith.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

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

BALDWIN COUNTY, GEORGIA

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

ATTEST:

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

## RESOLUTION R-2026-33

### A RESOLUTION TO APPROVE THE DISTRICT ATTORNEY'S PARTICIPATION IN THE OCMULGEE JUCIAL CIRCUIT STATE OF GEORGIA STATE PAID, COUNTY REIMBURSED PERSONNEL (SPCR) PROGRAM CONTRACT EXTENTION

WHEREAS, the District Attorney for the Ocmulgee Judicial Circuit entered into an agreement with the State of Georgia to allow them to participate in the Georgia State Paid, County Reimbursed Personnel (SPCR) agreement; and,

WHEREAS, the program allows the Ocmulgee Judicial Circuit to reimburse the salary of a state employee working in the Ocmulgee Circuit in the amount of \$67,076.10 for a period of July 1, 2026 through June 30, 2027; and,

WHEREAS, the salary is fully reimbursed; and,

WHEREAS, by executing this contract extension the District Attorney warrants and guarantees that the resolution or resolution adopted by the governing authority covered by the original contract as provided in O.C.G.A 15-18-20 remains in full force and effect and that copies of which are annexed to the original contract are incorporated here in by reference as fully set forth.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of the Prosecuting Attorney's Council of Georgia State Paid, County Reimbursed Personnel Contract.** The Board of Commissioners hereby authorizes and grants permission for the Attorney General to continue an agreement for participation in the State Paid, County Reimbursed program participation.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the agreement and to take all action necessary in conformity therewith.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5th day of May, 2026.

BALDWIN COUNTY, GEORGIA

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

ATTEST:

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

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

[SEAL]

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Brantley County, Georgia ("Requesting Party")

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, Brantley County, Georgia ("Requesting Party"), Baldwin County, Georgia (a "Participating Party"), and Georgia TERT, which approve and execute this Agreement, hereinafter called "Participating Parties". For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify Georgia TERT and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting Georgia TERT State Coordinator to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to Baldwin County, Georgia for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

#### ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify Georgia TERT and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by Brantley County, Georgia and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with Georgia TERT.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

Joey Cason  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: Brantley County, Georgia (“Requesting Party”)

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

\_\_\_\_\_  
Georgia TERT State Coordinator – Signature

Mandy Ptak  
\_\_\_\_\_  
Georgia TERT State Coordinator – Print Name

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]  
[SIGNATURES FROM PREVIOUS PAGE]

\_\_\_\_\_  
Chairman, Board of Commissioners - Signature

Kendrick Butts  
Chairman, Board of Commissioners – Print Name

County/Municipality: Baldwin County, Georgia (“Participating Party”)

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





APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for Brantley County, Georgia (county/municipality) for the purpose of reimbursement sought for mutual aid:

Kendal Lewis Finance Director  
Print Name Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
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## RESOLUTION R-2026-34

A Resolution to Authorize a Statewide Mutual Aid Agreement Between the Baldwin County Board of Commissioners and Brantley County, Georgia, Georgia Emergency Management, and Homeland Security Agency to provide assistance during disasters and emergencies.

WHEREAS, Brantley County, Georgia is currently being ravaged by wildfires; and

WHEREAS, Baldwin County employees have been dispatched to Brantley County as part of the Telecommunicator Emergency Response Task Force to assist with the natural disaster; and

WHEREAS, the Georgia Emergency Management Agency has provided a Statewide Mutual Aid Agreement as an avenue for counties providing services to be reimbursed for costs associated with providing the critical disaster relief support to other counties; and

WHEREAS, the Baldwin County Board of Commissioners desire to enter into a Statewide Mutual Aid and Assistance Agreement with Brantley County, Georgia; and

WHEREAS, the aforementioned Mutual Aid and Assistance Agreement provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision; and

WHEREAS, the aforementioned Statewide Mutual Aid and Assistance Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution; and

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the Statewide Mutual Aid and Assistance Agreement between Baldwin County and Brantley County.
3. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement and to take all action necessary in conformity therewith.
4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

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

BALDWIN COUNTY, GEORGIA

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Kendrick B. Butts, Chairman  
Baldwin County Board of Commissioners

ATTEST:

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Bo Danuser, County Clerk  
Baldwin County, Georgia