

# BALDWIN COUNTY REGULAR MEETING

June 17, 2025 1601 N Columbia St, Suite 220 6:00 PM

#### **AGENDA**

#### **CALL TO ORDER**

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### **APPROVAL OF MINUTES**

1. Approve the May 20, 2025 regular meeting minutes and the closed session minutes.

#### ADMINISTRATIVE/FISCAL MATTERS

#### 2. **PRESENTATIONS**

#### Certificate of Recognitions

Lottie Mae Stevens Harris 99th Birthday Recognition - Commissioner Davis

Annie Bell Wright Milner 100th Birthday Recognition - Commissioner Davis

#### **Proclamation**

Juneteenth Proclamation - Commissioner Butts

#### 3. SUPERIOR COURT BUDGET ADOPTION

Resolution R-2025-53 - a resolution to adopt the 2026 Fiscal Year Superior Court Annual Operating Budget - Assistant County Manager.

### 4. OCONEE HEIGHTS STREETSCAPE

Resolution R-2025-54 - a resolution to authorize an agreement with Watkins and Associates, LLC to provide professional engineering and design services for Oconee Heights streetscape and safety improvements - County Manager.

#### 5. APPOINTMENTS

Appoint members to the Airport Advisory Board - County Manager.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### **COUNTY MANAGER'S REPORT**

6. County Manager's Report - County Manager.

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

#### **EXECUTIVE SESSION**

#### 7. **EXECUTIVE SESSION**

Executive Session to discuss property matters and litigation.

#### <u>ADJOURNMENT</u>

#### **REMINDERS**

Juneteenth Holiday - June 19, 2025 - all non-emergency county departments will be closed in observance of the Juneteenth Holiday.

Commission Meeting - July 1, 2024 - 6:00 PM - Government Center Room 200, 1601 North Columbia Street.

Independence Day Holiday - July 4, 205 - all non-emergency county departments will be closed in observance of Independence Day.

Commission Meeting July 15, 2025 - 6:00 PM - Government Center Room 200. 1601 North Columbia Street.



# **Baldwin County Board of Commissioners Regular Meeting**

May 20, 2025 1601 N Columbia St, Suite 220 6:00 PM

#### **MINUTES**

#### **PRESENT**

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

#### **OTHERS PRESENT**

Carlos Tobar Brandon Palmer Dawn Hudson Bo Danuser

#### **CALL TO ORDER**

Commission Chairman Andrew Strickland called the May 20, 2025 Baldwin County Board of Commissioners meeting to order at 6:00 PM.

#### INVOCATION

County Manager Carlos Tobar read scripture from Isaiah and then said a prayer.

#### PLEDGE OF ALLEGIANCE

Vice Chairman Kendrick Butts led the Pledge of Allegiance.

#### **PRESENTATIONS**

#### <u>Air Medical Crew</u>

Chairman Andrew Strickland highlighted National EMS Week and presented Certificates of Recognition and medals to air medical crew members James Caulfield, Melissa Michie, Sydney Morfoot, Katherine Bailes, and Don Heironimus; he told of their quick thinking and the lifesaving actions taken during a call. Lynne Chapel and his family came into the meeting and thanked Flight Paramedic James Caulfield and Flight Nurse Melissa Michie, who attended the meeting, for saving his life.

#### **APPROVAL OF MINUTES**

Commissioner Davis made a motion to approve the May 6, 2025 commissioner meeting minutes and the May 6, 2025 Executive Session minutes. Commissioner Hall seconded the motion and the motion passed unanimously.

#### PRESENTATIONS CONTINUED

#### **Certificates of Recognition**

#### Allen Waddell

Commissioner Scott Little read a Certificate of Recognition in honor of Allan Waddell and then presented the certificate to Mr. Waddell. The Certificate of Recognition highlighted Mr. Waddell's entrepreneurship and leadership in Milledgeville over the decades and listed some of the many businesses and actions he took to create a better Milledgeville.

#### Boys and Girls Club

Boys and Girls Club Board Chair Cee Cee Sinclair and Executive Director Pamela Peek presented the commissioners with an update on the activities of the Boys and Girls Club that helped the participants reach their full potential. Ms. Sinclair read their mission statement. Ms. Peek thanked the commissioners for their support stating their funding was questionable. She presented a video highlighting the STEAM activities over the 2024 calendar year and the organizations the Boys and Girls Club partnered with throughout the year. Ms. Peek discussed an increase in participation and a decrease in federal funding, the gym maintenance resulting from a storm, and there was a \$60,000 shortfall. She requested \$50,000 to help sustain their organization. She closed the presentation by giving their success statistics and stating that academics was their priority.

There was a discussion about the STEAM programs, 300 out of 369 participants were from Baldwin County, an influx of participants and hiring additional staff, collaborating with the county and the city for their funding request, and their buildings.

Commissioner Butts thanked Ms. Peek for helping raising his three children. Commissioner Strickland thanked Ms. Peek.

Commissioner Butts recognized Georgia House Representative Floyd Griffin as being in the audience.

#### Keep Milledgeville Baldwin Beautiful

Dr. Jeff Wells, Chairman of the Keep Milledgeville-Baldwin Beautiful presented an update on the activities of KMBB including litter removal and the Adopt a Road Program. He discussed the environmental and economic issues caused by litter, people intentionally and willfully littering, increasing penalties for offenders, increased community engagement and education, hosting cleanups, and KMBB's commitment to cleaning up Baldwin County and building a culture of environmental responsibility especially among the youth. He thanked the commissioners for standing with KMBB to keep Milledgeville and Baldwin County beautiful, proud, clean, and united.

Commissioner Hall stated that the right-of-way mower agreement would require the contractor to pick up litter before they mow.

#### **ADMINISTRATIVE/FISCAL MATTERS**

#### Right of Way Mowing

Chairman Strickland read the caption of Resolution R-2025-49 stating the resolution authorized an agreement with C & S Landscaping for county-wide right-of-way mowing.

The resolution was presented as follows:

# RESOLUTION R-2025-49 A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH C & S LANDSCAPING AND PROPERTY MANAGEMENT, LLP FOR RIGHTS-OF-WAY MOWING

WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with C & S Landscaping and Property Management LLP to mow the county rights-of-way; and

WHEREAS, competitive bids were solicited with the proposal from C & S Landscaping and Property Management, LLP deemed the most beneficial to Baldwin County; and

WHEREAS, on May 6, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the rights-of-way mowing proposal from C & S Landscaping and authorized an agreement be prepared to mow the county rights-of-way; and

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with C & S Landscaping and Property Management, LLP to mow county rights-of-way.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and

consummate this agreement with C & S Landscaping and Property Management 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 20 <sup>th</sup> day of May, 2025.	BALDWIN COUNTY, GEORGIA
ATTEST:	Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners
Bo Danuser, County Clerk Baldwin County Georgia	

County Manager Carlos Tobar stated that litter pickup was part of the three-year contract. The cost for three mowing cycle was \$56,684 per cycle.

There was a discussion about the litter pickup by the mowing company.

Commissioner Hall made a motion to approve the agreement with C & S Landscaping and Property Management, LLP for right of way mowing. Commissioner Butts seconded the motion and the motion passed unanimously.

#### Lead Service Line Inventory Field Investigation

Chairman Strickland read the caption of Resolution R-2025-50 stating the resolution authorized an agreement with Utility Solutions of America, Inc. to identify the existing service line materials on metered service.

The resolution was presented as follows:

#### **RESOLUTION R-2025-50**

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH UTILITY SOLUTIONS OF AMERICA, INC. FOR A LEAD SERVICE LINE INVENTORY FIELD INVESTIGATION

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WHEREAS, The Baldwin County Board of Commissioners desire to enter into an agreement with Utility Solutions of America, Inc. for a lead service line inventory field investigation; and

WHEREAS, competitive bids were solicited by Carter and Sloop with a recommendation to enter into an agreement with Utility Solutions of America, Inc.; and

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Utility Solutions of America, Inc to complete a Lead Service Line Inventory Field Investigation.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Utility Solutions of America, Inc. 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 20<sup>th</sup> day of May, 2025.

SO RESOLVED, this 20 <sup>th</sup> day of May, 2025.	BALDWIN COUNTY, GEORGIA
	Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners
ATTEST:	,
Bo Danuser, County Clerk	
Baldwin County Georgia	

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County Manager Tobar stated that the county did not have lead water lines but there were galvanized lines and the joints in the galvanized lines may contain lead. Carter and Sloope sent out a request for bids and prepared the agreement.

There was a discussion about a 240-day timeline to complete, being proactive, the field investigation was being funded by a grant, and there would be enough from the grant to replace some of the galvanized lines. Mr. Tobar stated that the CDBG grant target areas would get new lines through the grant.

Commissioner Little made a motion to accept the bid from Utility Solutions of America and authorize an agreement to conduct a utility line field study. Commissioner Butts seconded the motion and the motion passed unanimously.

#### 300 Sparta Highway

Chairman Strickland read the caption of Resolution R-2025-51 that authorized the sale of 300 Sparta Highway.

The resolution was presented as follows:

#### **RESOLUTION R-2025-51**

A RESOLUTION TO ADOPT AGREEMENT TO SELL PROPERTY; AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZE THE TAKING OF ALL ACTIONS NECESSARY TO THE CONSUMMATION OF THE AGREEMENT TO SELL PROPERTY; AND FOR OTHER PURPOSES.

#### WITNESSETH:

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

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

WHEREAS, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") determined that it was in the public interest to dispose of real property located at 300 Sparta Highway, Milledgeville, Georgia 31061, being more fully described or depicted in the Purchase and Sale Agreement attached hereto as Exhibit "1" ("Property");

WHEREAS, the County abided by all requirements set forth by Georgia law to sell the Property to the highest responsible bidder by sealed bids after due notice was given;

WHEREAS, the Board of Commissioners has determined that the execution and entering into the Purchase and Sale Agreement ("Agreement to Sell Property") reflected in Exhibit "1" and subsequent sale of the Property to the highest responsible bidder is in the best interest of the citizens of the County;

WHEREAS, the County, by and through its Board of Commissioners, hereby adopts the following Resolution and the attached Agreement to Sell Property in the exercise of its 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.

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Agreement to Purchase Property. The County hereby approves the Agreement to Sell Property attached hereto as Exhibit "1."
- 3. Authorization to Pursue Purchase of the Property. The County Manager, County Attorney, employees, agents, or a combination thereof, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of selling the Property by the Agreement to Sell Property reflected in Exhibit "1" to the highest responsible bidder.
- **4.** Authorization of the Chairman and County Manager. The Board of Commissioners hereby authorizes the Chairman or County Manager to sign, execute, and deliver the Agreement to Sell Property reflected in Exhibit "1."
- 5. Other Actions Authorized. The Chairman, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
- **6.** 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.
- 7. 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.

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

SO RESOLVED, this 20<sup>th</sup> day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chair Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

Carl Harris thanked the commission for listening to him and addressed the commission regarding his bid on purchasing 300 Sparta Highway being rejected because even though it was the highest bid it was not submitted on the correct form.

There was a discussion about the property having a greater value than \$500 and rejecting the bid and re-advertising the sale with a caveat that the minimum amount acceptable would be \$1,000.

Commissioner Hall made a motion to reject all bids for the sale of 300 Sparta Highway and rebid with a minimum bid of \$1,000.

Commissioner Butts expressed his concern, but other properties had had to be rebid throughout the county.

Commissioner Davis seconded the motion and the motion passed unanimously.

#### Fishing Creek Trail

Chairman Strickland read the caption of Resolution R-2025-52 that accepted the low bid from Sam Hall and Sons and authorized an agreement to construct the Fishing Creek Trail Extension.

Commissioner Little made a motion to accept the low bid from Sam Hall and Sons and authorize an agreement for the construction of the downtown connector extension of the Fishing Creek Trail in the Oconee River Greenway. Commissioner Butts seconded the motion and the motion passed unanimously.

#### Water Line Extension

Chairman Strickland stated item 9 authorized county staff to pursue a State Economic and Infrastructure grant through the Southeast Crescent Regional Commissioner to run water lines from Highway 22 to Highway 212.

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County Manager Tobar stated that he had become aware of funding availability to run water lines 6,000 feet along Highway 212 via Highway 22 and asked the commissioners to authorize county staff to pursue a State Economic and Infrastructure Grant through the Southeast Crescent Regional Commission to run water lines from Highway 212 to Highway 22. He further stated that he did not have cost estimates but would get them and provide them to the commissioners.

There was a discussion about the county being able to provide its own water for the ballfields at the Recreation Department, there being a 20% match, and how the commissioners would have an opportunity to reject bids.

Commissioner Little made a motion to authorize county staff to pursue a grant to allow running water lines on Highway 212. Commissioner Davis seconded the motion and the motion passed unanimously.

#### **OLD BUSINESS**

There was no old business.

#### **NEW BUSINESS**

There was no new business.

#### **COUNTY MANAGER'S REPORT**

County Manager Tobar updated the commissioners stating the Request for qualifications for the Collins P. Lee Memorial Library was issued today, the Middle Georgia Regional Commission would evaluate proposals and would bring a recommendation to the Board of Commissioners. The purchase order for the new community center was issued yesterday. He stated the evaluation of the qualification for the Oconee Heights Streetscape would be complete by Friday and then negotiations would begin with the chosen company and a contract would be presented.

There was a discussion about the streets in Oconee Heights being in disarray and the roads and storm drain would be redone by the RAISE grant and would include appropriate signage.

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

Desiree Liggins addressed the commission stating that from her perspective she had noticed favoritism and bias and that when the Caucasian/white people addressed the board, things happened and things immediately got addressed. She stated she saw a lot of hidden agendas, the realtor got appointed to the Central State Hospital Board and Commissioner Butts' comments were not read before being voted on. She stated that perception was reality. Ms. Liggins discussed the roads being resurfaced, and asked for an update on the Trap and Release

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program, she made the commission aware that a pile of wood had been sitting on the side of the road Allenwood for a month, and she finished by stating taxpayers were paying for people to work and nothing happened.

Commissioner Strickland responded to Ms. Liggins stating that more roads were getting repaved than ever before because TSPLOST passed, he stated he did read Vice Chairman Butts' statement. Commissioner Strickland finally stated that anyone could make any allegation they wanted but it did not mean they were true.

Maurice Liggins addressed the commissioners asking that the TSPLOST map be published so the public could monitor when their roads were on the schedule and they would see the progress; they all should be afforded some type of visibility. Mr. Liggins stated that he took offence to the chairman's previous comment.

Commissioner Hall asked if the contractor had started. Mr. Tobar responded that they would begin June 1<sup>st</sup> and they would notify the public each week by Facebook, newsletter, and website.

Ms. Liggins shouted from the audience that someone was on Sydney Butts filling potholes. Commissioner Chairman Strickland called Ms. Liggins out of order and asked that she be removed. Ms. Liggins shouted that no one told that white woman she couldn't speak out.

Commissioner Little stated that the Liggins' asked him after a commission meeting why their road couldn't be repaved first. Commissioner Little stated that he asked if it would be possible to repave Sydney Butts first and Mr. Tobar told him that it could be, but depending on the direction the contractor was coming from determined where it was most efficient to start. Commissioner Little stated that the Butts had asked him for the very politics they were railing against, he wanted the public to understand that. County Manager Tobar stated that he asked the engineer to ask the contractor to start on Sydney Butts.

Commissioner Davis asked that they get the pile of wood moved.

#### **EXECUTIVE SESSION**

Commissioner Little made a motion to go into executive session at 7:15 PM to discuss property acquisition and litigation. Commissioner Butts seconded the motion and the motion passed unanimously.

The commissioner went into closed session at 7:15 PM.

Commissioner Little made a motion to close the executive session and return to open session at 7:53 PM. Commissioner Davis seconded the motion and the motion passed unanimously.

The commissioners returned to open session at 7:53 PM.

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#### **ADJOURNMENT**

Commissioner Hall made a motion to adjourn the meeting at 7:53 PM. Commissioner Butts seconded the motion and the motion passed unanimously.

The May 20, 2025 Baldwin County Board of Commissioners meeting was adjourned at 7:53 PM.

Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

Bo Danuser, County Clerk Baldwin County, Georgia

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#### **RESOLUTION R-2025-53**

A RESOLUTON TO ADOPT THE 2026 FISCAL YEAR ANNUAL OPERATING BUDGET FOR THE SUPERIOR COURT AND JUVENILE COURT OF THE OCMULGEE CIRCUIT IN THE EIGHTH JUDICIAL ADMINISTRATIVE DISTRICT

WHEREAS, the Baldwin County Board of Commissioners joins Greene, Hancock, Jasper, Jones, Morgan, Putnam and Wilkinson Counties in providing the annual funding to carry on the operations of the Superior and Juvenile Courts of the Ocmulgee Judicial Circuit;

WHEREAS, each county is mandated by the State of Georgia to provide a percentage of the cost of the annual operations of the Superior and Juvenile Courts in their respective circuit based on the population of each county; and

WHEREAS, Baldwin County is mandated to provide 26.48% of the Superior and Juvenile Courts in the Ocmulgee Judicial Circuit operating cost totaling \$305,931; and

WHEREAS, the line items of the aforementioned budget are hereby attached and by reference duly incorporated and made a part of this resolution at "Exhibit A"; and

WHEREAS, each judge of the Ocmulgee Judicial Circuit has signed a statement signifying their approval and support of the budget line items as identified in "Exhibit A".

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

- **1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Superior Court Budget and the Juvenile Court Budget for the 2026 Fiscal Year. The Board of Commissioners hereby approves the Ocmulgee Judicial Circuit Superior Court Budget and the Juvenile Court Budget for the 2026 Fiscal Year totaling \$305,931.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the adoption of the Ocmulgee Judicial Circuit 2026 fiscal year annual operating budget.
- **4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

**SO RESOLVED,** this 17<sup>th</sup> day of June, 2025.

[SEAL]

	BALDWIN COUNTY, GEORGIA
	Andrew Strickland, Chairman
ATTEST:	Baldwin County Board of Commissioners
Bo Danuser, County Clerk Baldwin County Georgia	
DATE ADOPTED: <u>6/17/2025</u>	

### Ocmulgee Judicial Circuit Budget July 1, 2025 - June 30, 2026 Superior Court

			В	urleson	Trammell		Petty		Massey		Bradley		Total
Postage			\$	1,710	\$	1,710	\$	1,710	\$	1,710	\$	1,710	\$ 8,550
Telecommu	unications		\$	4,300	\$	4,300	\$	4,300	\$	4,300	\$	4,300	\$ 21,500
Equipment	/Supplies		\$	4,400	\$	4,400	\$	4,400	\$	4,400	\$	4,400	\$ 22,000
Miscellane	ous		\$	1,100	\$	1,100	\$	1,100	\$	1,100	\$	1,100	\$ 5,500
Dues/Fees			\$	750	\$	750	\$	750	\$	750	\$	750	\$ 3,750
4 Law Clerk	Supplements												\$ 40,000
Chief Staff	Attorney Supp	lement											\$ 22,000
Circuit IT Ex	kpenses												\$ 14,600
Interpreter	Services												\$ 22,500
CR Filing Fe												\$ 7,100	
FICA (Judge/Law Clerk Supplements)													\$ 15,756
Total			\$	12,260	\$	12,260	\$	12,260	\$	12,260	\$	12,260	\$ 183,256
			C	ost Per									
County	Population	% of Circuit	C	County									
Baldwin	43,799	26.48%	\$	48,526									
Greene	18,915	11.44%	\$	20,956									
Hancock	8,735	5.28%	\$	9,678									
Jasper	14,588	8.82%	\$	16,162									
Jones	28,347	17.14%	\$	31,406									
Morgan	20,097	12.15%	\$	22,266									
Putnam	22,047	13.33%	\$	24,426									
Wilkinson	8,877	5.37%	\$	9,835									
Totals	165,405	100.00%	\$ :	183,256									

The 2026 Superior and Juvenile Court Budgets, as presented, represent the budgetary needs of these Courts for the next Fiscal year. O.C.G.A. 15-11-18 (i) provides that the Juvenile Courts are assigned and attached for administration purposes to the Superior Courts of their corresponding circuit. The Superior Court Judges do hereby certify these budgets as representing the reasonable and necessary expenses for the operation of these Courts for the fiscal year 2026.

## Ocmulgee Judicial Circuit Budget July 1, 2025 - June 30, 2026 Juvenile Court

Personnei (	(C-1 /FICA/D-	C \		_	CE E4E
	(Salary/FICA/Be	nerits)		\$	65,515
Travel	\$	7,000			
Telecommu	\$	4,250			
Postage/Su	\$	5,000			
Maintenan	\$	4,000			
Dues/Fees				\$	2,000
Contract Ju	venile Represe	ntation	\$ 120,000		
Contract G	AL		\$ 60,000		
Conflict Re	presentation		\$ 40,000		
	tion Sub-Total		,	\$	220,000
•					,
Total				Ś:	307,765
				•	, ,
					_
				C	ost Per
County	Population	%		_	ost Per County
County Baldwin	Population 43,799	, -		(	
•	•	, -		\$	County
Baldwin	43,799	26.48%		\$ \$	County 81,496
Baldwin Greene Hancock	43,799 18,915 8,735	26.48% 11.44% 5.28%		\$ \$ \$	81,496 35,195 16,253
Baldwin Greene	43,799 18,915 8,735 14,588	26.48% 11.44% 5.28% 8.82%		\$ \$ \$ \$	81,496 35,195 16,253 27,144
Baldwin Greene Hancock Jasper Jones	43,799 18,915 8,735 14,588 28,347	26.48% 11.44% 5.28% 8.82% 17.14%		\$ \$ \$ \$ \$	81,496 35,195 16,253 27,144 52,745
Baldwin Greene Hancock Jasper Jones Morgan	43,799 18,915 8,735 14,588 28,347 20,097	26.48% 11.44% 5.28% 8.82% 17.14% 12.15%		\$ \$ \$ \$ \$	81,496 35,195 16,253 27,144 52,745 37,394
Baldwin Greene Hancock Jasper Jones Morgan Putnam	43,799 18,915 8,735 14,588 28,347 20,097 22,047	26.48% 11.44% 5.28% 8.82% 17.14% 12.15% 13.33%		\$ \$ \$ \$ \$ \$	81,496 35,195 16,253 27,144 52,745 37,394 41,022
Baldwin Greene Hancock Jasper Jones Morgan	43,799 18,915 8,735 14,588 28,347 20,097	26.48% 11.44% 5.28% 8.82% 17.14% 12.15%		\$ \$ \$ \$ \$ \$	81,496 35,195 16,253 27,144 52,745 37,394

## **Ocmulgee Judicial Circuit Budget**

# Judicial Supplements July 1, 2025 - June 30, 2026

		# of	# of	Sitting	# Sr.	#				Total
County	Per Judge	Judges	Months	Judges	Judges	Months	Sr	. Judge	Su	pplements
Baldwin	\$ 312.50	5	6	\$ 9,375	3	12	\$	5,994	\$	15,369
Greene	\$ 212.50	5	6	\$ 6,375	3	12	\$	3,596	\$	9,971
Hancock	\$ 212.50	5	6	\$ 6,375	3	12	\$	3,596	\$	9,971
Jasper	\$ 212.50	5	6	\$ 6,375	3	12	\$	3,596	\$	9,971
Jones	\$ 312.50	5	6	\$ 9,375	3	12	\$	5,994	\$	15,369
Morgan	\$ 212.50	5	6	\$ 6,375	3	12	\$	3,596	\$	9,971
Putnam	\$ 312.50	5	6	\$ 9,375	3	12	\$	5,994	\$	15,369
Wilkinson	\$ 212.50	5	6	\$ 6,375	3	12	\$	3,596	\$	9,971
Totals	\$ 2,000.0	5	6	\$ 60,000	3	12	\$	35,964	\$	95,964

## Ocmulgee Judicial Circuit Budget July 1, 2025 - June 30, 2026 Court Reporter Supplements

	Per		# of		Jan 1		#		Total
County	Reporter	# CR's	Months	l	ncrease	# CR	Months	Sup	plements
Baldwin	\$ 414.35	5	12	\$	264.80	5	6	\$	32,805
Greene	\$ 133.33	5	12	\$	114.36	5	6	\$	11,430
Hancock	\$ 106.66	5	12	\$	52.81	5	6	\$	7,984
Jasper	\$ 93.33	5	12	\$	88.20	5	6	\$	8,246
Jones	\$ 192.32	5	12	\$	171.38	5	6	\$	16,681
Morgan	\$ 133.33	5	12	\$	121.50	5	6	\$	11,645
Putnam	\$ 133.33	5	12	\$	133.29	5	6	\$	11,999
Wilkinson	\$ 120.00	5	12	\$	53.67	5	6	\$	8,810
Totals	\$ 1,326.65	5	12	\$	1,000.00	5	6	\$	109,599

Jan 1 Increase	\$ 1,000.00	
		% of
County	Population	Circuit
Baldwin	43,799	26.48%
Greene	18,915	11.44%
Hancock	8,735	5.28%
Jasper	14,588	8.82%
Jones	28,347	17.14%
Morgan	20,097	12.15%
Putnam	22,047	13.33%
Wilkinson	8,877	5.37%
Totals	165,405	100.00%

# Ocmulgee Judicial Circuit Budget July 1, 2025 - June 30, 2026 Superior Court Reporter Per Diems, Mileage and Transcript Fees

County	Total					
Baldwin	\$ 123,235.35					
Greene	\$ 57,434.59					
Hancock	\$ 24,884.21					
Jasper	\$ 41,995.97					
Jones	\$ 104,293.83					
Morgan	\$ 72,578.33					
Putnam	\$ 57,147.26					
Wilkinson	\$ 25,360.29					
Totals	\$ 506,929.83					

# Ocmulgee Judicial Circuit Fiscal Year 2026 Budget Courtroom Technology Expenses July 1, 2025 - June 30, 2026

			S&L Integ	grat	ed	Central Voice					nd Total
			Per				Per				
	# Courtrooms	Cou	urtroom		Total	Co	urtroom	Total			
Baldwin	3	\$	1,200	\$	3,600	\$	300	\$	900	\$	4,500
Greene	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Hancock	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Jasper	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Jones	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Morgan	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Wilkinson	1	\$	1,200	\$	1,200	\$	300	\$	300	\$	1,500
Total				\$ 10,800				\$	2,700	\$	13,500

# Ocmulgee Judicial Circuit Budget July 1, 2025 - June 30, 2026 Superior and Juvenile Court Total by County

Superior Court Budget	\$ 183,256
Juvenile Court Budget	\$ 307,765
Judges Supplements	\$ 95,964
Court Reporter Supplements	\$ 109,599
Court Reporter Fees	\$ 506,930
Courtroom Technology	\$ 13,500
Total Budget	\$ 1,217,014

									Court			
			Superior	luvenile		Judge	Cou	ırt Reporter	Reporter			
County	Population	%	Court	Court	Sup	plements	Su	pplements	Fees	Fees	G	rand Total
<b>Baldwin</b>	<mark>43,799</mark>	<mark>26.48% \$</mark>	48,526	\$ 81,496	\$	15,369	\$	32,805	\$ 123,235	\$ 4,500	\$	<mark>305,931</mark>
Greene	18,915	11.44% \$	20,956	\$ 35,195	\$	9,971	\$	11,430	\$ 57,435	\$ 1,500	\$	136,487
Hancock	8,735	5.28% \$	9,678	\$ 16,253	\$	9,971	\$	7,984	\$ 24,884	\$ 1,500	\$	70,270
Jasper	14,588	8.82% \$	16,162	\$ 27,144	\$	9,971	\$	8,246	\$ 41,996	\$ 1,500	\$	105,019
Jones	28,347	17.14% \$	31,406	\$ 52,745	\$	15,369	\$	16,681	\$ 104,294	\$ 1,500	\$	221,994
Morgan	20,097	12.15% \$	22,266	\$ 37,394	\$	9,971	\$	11,645	\$ 72,578	\$ 1,500	\$	155,355
Putnam	22,047	13.33% \$	24,426	\$ 41,022	\$	15,369	\$	11,999	\$ 57,147	\$ -	\$	149,963
Wilkinson	8,877	5.37% \$	9,835	\$ 16,517	\$	9,971	\$	8,810	\$ 25,360	\$ 1,500	\$	71,994
Totals	165,405	100.00% \$	183,256	\$ 307,765	\$	95,964	\$	109,599	\$ 506,930	\$ 13,500	\$	1,217,014

#### **RESOLUTION R-2025-54**

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WATKINS AND ASSOCIATES, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FO RTHE RAISE GRANT FOR OCONEE HIGHTS STREETSCAPE AND SAFETY IMPROVEMENTS

WHEREASE, the Baldwin County Board of Commissioners desire to continue making improvements to the quality of life for the residents of the Oconee Heights Neighborhood; and

WHEREAS, through a RAISE grant, the Baldwin County Board of Commissioners have the opportunity to create a neighborhood streetscape with sidewalks, walking paths, solar lighting and replacement of failing culverts; and

WHEREAS, the Commissioners desire to contract with Watkins and Associates, LLC to provide an engineering and design plan for the Oconee Heights streetscape and safety improvements; and

WHEREAS, the aforementioned agreement is hereby attached and by reference duly incorporated and made a part of this resolution as "Exhibit A".

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

- **1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Watkins and Associates, LLC for professional engineering services associated with the RAISE Grant for Oconee Heights Streetscape and safety improvements.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Watkins and Associates, LLC 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.

<b>6. Effective Date.</b> This Resolution shall take effect immediately upon its adoption.				
<b>SO RESOLVED,</b> this 17 <sup>th</sup> day of June, 2025.				
	BALDWIN COUNTY, GEORGIA			
	Andrew Strickland, Chairman Baldwin County Board of Commissioners			
ATTEST:				
Bo Danuser, County Clerk				
Baldwin County Georgia				
DATE ADOPTED: <u>6/17/2025</u>				
[SEAL]				

### SHORT FORM OF AGREEMENT

Between the

**Baldwin County Board of Commissioners** 

&

WATKINS & ASSOCIATES, L.L.C.

for

## PROFESSIONAL ENGINEERING SERVICES

for the Project known as

# RAISE Grant for Oconee Heights Streetscape and Safety Improvements

W&A Project No.: W0200-007-01

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and







PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE a practice division of the NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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American Council of Engineering Companies 1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers 1801 Alexander Bell Drive, Reston, VA 20191-4400

THIS IS AN AGREEMENT effective as of		_ ("Effective Date") between the	
Baldwin County Board of Commissioners		("Owner")	
and Watkins & Associates, L.L.C., Consulting Engineers		("Engineer")	
Engineer agrees to provide the services described below to Owner for a	Raise Grant for Oconee Heights Streetscape and Safety Improvements.	("Project").	

#### Description of Engineer's Services:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits. In General, the project consists of installation of 2900 L.F. of sidewalk along Vinson Highway, approx. 13,500 L.F of shared use path along various streets, installation of solar powered lighting fixtures and replacement of three failing culverts as described in RFQ-2025-01
- Prepare construction drawings in accordance with the Baldwin County and standard engineering practices.
- Preparation of all necessary construction related permits, easement drawings and documents as needed or required. Easements (if required) to be obtained by the Baldwin County.
- Prepare Contract Documents and Specifications for bidding purposes.
- Submit Construction Plans, Contract Documents and Specifications to County for review and approval. Make all necessary corrections and changes once review is completed.
- Prepare the EPD land disturbing permit and submit it to the Georgia EPD.
- Prepare the NPDES Permit and submit it to the Georgia EPD.
- Assist the Baldwin in advertising for bids. Hold bid opening, prepare Bid Tabulation and Recommendation of Award.
- Prepare all Contract Documents and submit to County for review and approval.
- Attend Pre-Construction Conference and issue Notice to Proceed.
- Provide Construction Review Services.
- Review Contractor's payment request. Prepare necessary change orders.
- Provide Final Construction Review.
- Provide Environmental Document to satisfy Grant Requirements.

#### Item Not Included:

- Permitting Fees
- Construction testing fees
- Design/bidding of any utility relocations outside of primary bid package.

Owner and Engineer further agree as follows:

#### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

#### 2.01 Payment Procedures

- A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer® invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

#### 3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Hourly rates are as follows:

Sr. Professional Engineer - \$200/hour Professional Engineer \$125/hour Project Engineer \$85/hour Sr. CAD Technician - \$65/hour CAD Technician - \$55/hour Clerical - \$35/hour Survey Crew - \$125/hour

#### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

#### b. By Engineer:

- 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer® responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer® services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer® control.
- 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer® services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor® work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor® work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor® work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor® failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor® agents or employees or any other persons (except Engineer® own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction ContractC

as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer® scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 Payment

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. Lump sum fee not to Exceed:

NEPA: \$100,000.00 Design: \$389,184.00

#### See RFQ-2025-01.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	Baldwin County Board of Commissioners	ENGINEER:	Watkins & Associates, L.L.C.
By:		By:	Stacy Watkins, P.E.
Title:		Title:	Owner
Date Signed:		Date Signed:	
		License or Certif	icate No. and State <u>Ga. Lic. No. 26362</u>
Address for giv	ing notices:	Address for givin	ng notices:
Baldwin County	y Board of Commissioners	Watkins & Associ	ciates, L.L.C.
1601 N. Colum	bia Street, Suite 230	1606 Whiddon M	Iill Road
Milledgeville, GA 31061-3660		Tifton, Georgia 31793	

# Contract Addendum to Short Form of Agreement between Baldwin County Board of Commissioners

&

#### Watkins & Associates, LLC.

The parties hereto have entered into a Short Form Agreement dated June \_\_\_\_, 2025. Said Contract is hereby amended to add the following provisions:

10.01

The Owner assumes no liability whatsoever for any acts or omissions arising from Engineer's performance of its obligations under this Agreement. Engineer shall indemnify, defend, and hold harmless the Owner and its departments, agencies and instrumentalities, and all of its respective officers, directors, members, employees, and agents from and against any and all claims, suits, judgments, liability, demands, losses, penalties, fines, torts, settlements, court costs, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury, personal injury, and property damage arising out of or resulting from any alleged act or omission occurring in the performance of Engineer's duties under this Agreement or any alleged act or omission on the part of the Engineer, its agents, employees, or others working at the direction of the Engineer or on its behalf, or due to any breach of this Agreement by Engineer, or due to the application or violation of any applicable Federal, State, or local law, rule, or regulation. The Owner or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Engineer's consent. The indemnification obligation set forth in this section shall survive the termination of the Agreement or Engineer's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Engineer. Whenever Engineer is obligated to defend the

Owner or any other indemnitee pursuant to this Agreement, Engineer shall use counsel selected or approved by the Owner.

11.01

In the event any dispute arises concerning performance or nonperformance hereunder, the parties agree that venue for any dispute related to this Agreement shall be the state and federal courts with jurisdiction over Baldwin County, Georgia. Engineer waives any objection to jurisdiction or venue being exercised by, or present in, the Superior, State, or Magistrate Courts of Baldwin County, Georgia and such federal courts with jurisdiction over Baldwin County, Georgia. The prevailing party shall be entitled to recover costs and expenses actually incurred, including reasonable attorneys' fees. The Owner shall also have the exclusive right, but not the obligation, to require that disputes hereunder be submitted to binding arbitration.

12.01

All rights, powers, and privileges conferred hereunder upon the Owner shall be cumulative, but not restrictive to those given by law.

13.01

In all instances where Engineer is required by the terms and provisions of this Agreement to do any act at a particular indicated or referenced time or within any indicated or referenced period, it is understood and agreed that time is of the essence.

14.01

The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

15.01

This Agreement may be executed in counterparts, and each counterpart, and all counterparts together, shall constitute the original Agreement.

16.01

No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

17.01

The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

All other provisions of the original Contract shall remain in full force and effect unless amended herein.

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

#### [SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA (SEAL)			
Honorable Andrew Strickland Chairman, Baldwin County Board of Commissioners			
ATTEST:			
Bo Danuser Baldwin County Clerk			
DATE ADOPTED			
WATKINS & ASSOCIATES, L.L.C. (SEAL)			
By: Stacy Watkins, P.E.			
Title: Owner			
DATE SIGNED			
License or Certificate No. and State: Ga. Lic. No. 26362			

TO: Andrew Strickland

From: Jim Wolfgang

Chair, Baldwin County Regional Airport Advisory Committee

Date: June 1, 2025

As per the bylaws, the attached document of proposed members of the Baldwin County Regional Airport Advisory Committee is submitted for approval by the Commission.

Since there has been a delay in reconvening the committee, it is recommended that the alternating terms begin in January 2026. The remainder of 2025 is not considered as part of the term.

#### **SECTION 2: MEMBERSHIP**

The Baldwin County Regional Airport Advisory Committee shall be appointed by Board of the Bald-win County Commissioners and consist of nine (9) members. A member's regular term of appointment shall be two (2) years. The membership shall be composed as follows: seven (7) at-large members, one (1) member representing the residents of the airport neighborhood, and one (1) member representing the educational community.

The neighborhood community member shall reside within a 1-mile radius of the airport.

The education community member shall be appointed by the Superintendent of the Baldwin County School District.

The Airport Advisory Committee shall submit annually to the County Manager a list of suggested qualified candidates to be considered for appointment to open positions on the Airport Advisory Committee.

To be eligible for appointment to the Airport Advisory Committee, a person must demonstrate special interest or experience in the Baldwin County Regional Airport and/or aviation.

A candidate must also meet one of the following criteria:

- 1) Resident: To qualify under this category, the person must either own or occupy a residential dwelling located within the County.
- 2) Aircraft/Hangar Owner: To qualify under this category, the person must have an interest in an aircraft that is based at the Baldwin County Regional Airport or an interest in a hangar that is leased from or constructed at the Baldwin County Regional Airport.
- 3) Aviation / Management Expertise: To qualify under this category the person must have experience deemed beneficial to the task of the Airport Advisory Committee.

The Chairman of the Board of Commissioners shall appoint one County Commissioner to be a member of the Airport Advisory Committee for the purpose of providing a liaison between the Board of Commissioners and the Airport Advisory Committee. The liaison member shall be ex officio and not have a vote. The term of the liaison member shall be until the end of the liaison member's term as County Commissioner.

The Baldwin County contracted Airport Manager shall participate as a non-voting member of the Airport Advisory Committee.

The principal representative of each business operating on the airport proper shall participate as a non-voting member of the Airport Advisory Committee.

The Executive Director, Development Authority of the City of Milledgeville & Baldwin County shall participate as a non-voting member of the Airport Advisory Committee.

The City of Milledgeville shall appoint an individual who shall participate as a non-voting member of the Airport Advisory Committee.

There is no limit on the number of terms a member may serve.

All members serve at the pleasure of the appointing entity. The Board of Commissioners may remove any member for cause after such member is provided an opportunity to be heard with regard to the reasons for the proposed removal.

### Baldwin County Regional Airport Airport Advisory Committee Recommendation Remainder of 2025 and 2026 & 2027

- Ethan Carswell *At Large* (2025 & 2026)
  - o Pilot
  - o Plane owner
  - o Hangar lease
  - o 12 years of experience in fire and rescue
  - o Employee of Air Evac
- Chris Colwell (2025 & 2026)
  - Long time resident of a home on Newport Rd. NE adjacent to the airport
  - o Son worked for Sinclair Aviation
  - Interested in communicating the facts about the airport with the neighborhood
  - o CFO T&S Hardwoods, Inc.
- Roberto Hornung Filho Education Community Position (2025 & 2026 & 2027)
  - o Appointed by the BCSD Superintendent
  - o Pilot
  - BCHS Aviation Instructor and developer of the successful and growing High School Commercial Drone and Professional Pilot Tracks of the Georgia Department of Education Pathway Program
  - Chair of the EAA Eagles Initiative
- Curt Flournoy At Large (2025 & 2026 & 2027)
  - o Pilot
  - Successful local business owner and community advocate
  - o Aircraft owner
  - o Hangar owner
- Kalina Milani At Large (2025 & 2026)
  - o Pilot
  - o Plane owner (2)
  - Role model for an aviation underrepresented demographic first female Captain for Air Emirates
  - Originator and president of the local EAA chapter and school level aviation education advocate
- Jessica Mitchell *At Large* (2025 & 2026)
  - o Pilot
  - o Plane owner
  - o Graduate Middle Georgia State University Aviation Degree Program
  - o Role model for an aviation underrepresented group

- Tara Parker At Large (2025 & 2026 & 2027)
  - o Pilot
  - o Plane owner
  - o Parachutist
  - Retired attorney
  - o Resides on Lake Shore Circle
  - Community advocate Key organizer of the emergency supply relief flights effort during hurricane Helene
  - o Role model for an aviation underrepresented group
- Kevin Pope At Large (2025 & 2026 & 2027)
  - o Pilot
  - o Plane owner
  - o Hangar owner
  - Lifelong resident of Baldwin County
  - o Community Advocate
  - Lieutenant within Troop J Command of the Georgia State Patrol
- Ted Zarkowsky At Large (2025 & 2026 & 2027)
  - o Pilot
  - o Plane owner
  - o Corporate and charter pilot experience
  - o Aerospace engineer
  - o Community advocate
  - o Member of the Baldwin County Fire and Rescue

Liaison to The Commission: Commissioner Andrew Strickland

Baldwin County Projects		Next Phase	
Public Buildings			
Memorial Library	RFQ Issued 05/20/25. Qualifications and Proposals due 06/23/25.	Score firms and make recommendation to BOC.	
Sewer & Water Infrastructure			
Galvanized Water Line Inventory	Pre-construction meeting held 06/10/25.	Inventory the county galvanized lines.	
Water Line Replacement	Work resumes on Log Cabin.	Expect completion be end of 2025.	
Supervisory Control and Data Acquisition (SCADA) for water system	BOC shortlisted four firms.	Complete specifications and request bids from firms.	
North Baldwin Tank 1 Filter Installation	Filters installed. Sampling has taken place. Awaiting results.	N/A.	
Smith-Sibley Sewer Extension	Awaiting EPA authorization to submit 424 application so that project can be bid out.	Continue with design and preparing bid documents.	
Sewer Line Replacement/Housing Rehab 2024	Sewer line meeting on 06/26/25. Three houses on Marion St rehabbed.	Sewer line work to be bid out late June/early July 2025.	
Sewer Line Replacement/Housing Rehab 2025	Submitted CDBG application; Finding of No Significant Impacts issued.	Await DCA response.	
Transportation			
Road Resurfacing	Road base repair continues.	Resurfacing tentatively scheduled to start June.	
Fishing Creek Trail Completion	Contract awarded.	Construction this spring/summer.	
Oconee Heights Streetscape	BOC to vote on contract $06/17/25$ .	Start environmental process.	
Bridge Replacement	Preparing preliminary engineering reports to replace four bridges.	Application to be submitted in 2025.	
Terminal Apron Expansion	Environmental Assessment completed and submitted to GDOT.	GDOT to make determination.	
Lower Ramp Expansion	Environmental Assessment completed and submitted to GDOT.		
Public Safety			
Low Cost Spay/Neuter Clinic	One proposal received. Currently evaluating.	BOC to vote on a contract.	
Recreation			
Walter B Wiliams Trail - Phase 2	Bike Walk Baldwin received grant for phase 2; construction began.	Expect completion by summer 2025.	
Walter B Wiliams Ballfield Lights	Construction underway. Completion depends on weather.	Expect completion by summer 2025.	
Water Park/Aquatic Center	Construction continues.	Opening Day in 2026.	
Pickleball Courts	Painting is underway. Court installation to follow.	Expect completion by 06/30/25.	
Harrisburg Park Improvements	Storm drain work has begun. PO issued for new community center building.	Construction for all phases continues.	
Oconee Heights Park at 123 Coombs Ave	Metal fencing, gates, light and security cameras remain to be installed.	Expect completion by 06/30/25.	
Cooper's Park	Splash pad contract awarded.	Splash pad should open in summer 2025.	
Housing			
2024 CHIP Grant	All four houses inspected.	Invitation for Bid to be prepared and advertised.	
2025 Housing Grant Application for 10 Habitat for Humanity Homes	Congressionally Directed Spending Request submitted by Senator Ossoff to Senate Appropriations Committee.	Congress to vote on FY 2026.	
Administrative			
Personnel Handbook	More edits being made to personnel handbook.	Board to approved updated Personnel Handbook.	
District Based Land Use	Documents provided to BOC. Attorneys reviewing. Work session to be scheduled.	Work session to be held.	