

BALDWIN COUNTY REGULAR MEETING

August 05, 2025 1601 N Columbia St, Suite 220 6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approve July 15, 2025 regular meeting and executive session minutes.

PRESENTATIONS

2.

Baldwin County Public Safety Dive Team.

River of Life

Citizen Advocacy Program - Natacha Ansley, Katina Atmore and Herbert Dennard.

ADMINISTRATIVE/FISCAL MATTERS

3. WIOA Adult Program Grant

Resolution R-2025-61 - authorize a WIOA Adult Program Grant - Assistant County Manager.

4. WIAO Youth Program Grant

Resolution R-2025-62 - authorize a WIAO Youth Program Grant - Assistant County Manager

5. Public Defender Agreement

Resolution R-2025-63 - authorize an agreement with the Georgia Public Defender Court to provide council for indigent persons in the Superior Court - Assistant County Manager.

6. ACCG Defined Contribution Plan Amendment

Resolution R-2025-64 - authorize an amend to the Defined Contribution Retirement Plan to include the Clerk of Superior Court for the 2023 fiscal year only - Assistant County Manager.

Lake Laurel Road Repaving

Resolution R-2025-65 - authorize a change order with Pittman Construction to include repaying Lake Laurel Road - County Manager.

8. Raceway Alcohol License

Approve a Retail Package Beer and/or Wine alcohol license for Raceway located at 500 Meriwether Road - County Manager.

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

9. County Manager's Report for August 5, 2025 - County Manager.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

Executive Session to discuss real estate acqusition and personnel.

<u>ADJOURNMENT</u>

REMINDERS

Airport Advisory Committee Meeting - August 6, 2025- 6:00PM, Baldwin County Government Center, Suite 220, 1601 North Columbia Street.

Board of Commissioners Work Session - August 7, 2025, 9:00 AM, Baldwin County Government Center, Suite 220, 1601 North Columbia Street.

Board of Commissioners Meeting - August 19, 2025, 6:00 PM, Baldwin County Government Center, Suite 220, 1601 North Columbia Street.

Labor Day Holiday - September 1, 2025 - all non-emergency departments will be closed in observation of Labor Day.

Board of Commissioners Meeting - September 2, 2025, 6:00 PM, Baldwin County Government Center, Suite 220, 1601 North Columbia Street.



BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

July 15, 2025 1601 N Columbia St, Suite 220 6:00 PM

MINUTES

CALL TO ORDER

Baldwin County Board of Commissioners Chairman Andrew Strickland called the meeting to order at 6:00 PM.

INVOCATION

Commission Vice Chairman Kendrick Butts introduced his Mason Brother David Mohamad from the Mason Lodge 93 in Macon, Georgia to say the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Sammy Hall led the Pledge of Allegiance

APPROVAL OF MINUTES

Commissioner Davis made a motion that was seconded by Commissioner Butts to approve the June 16, 2025 regular meeting minutes and executive session minutes and the July 1, 2025 work session minutes, regular meeting minutes and executive session minutes. The motion passed unanimously and all the minutes were approved.

Commissioner Scott Little joined the meeting via telephone.

ADMINISTRATIVE/FISCAL MATTERS

Item 1.

Commissioner Hall made a motion to amend the agenda to add and item that would authorize the County Manager to sign a contract with an engineering firm to provide design and engineering for the Roberts Road Bridge and to send a letter to the Georgia Department of Transportation to request funds for the bridge repair because the bridge had failed and had to be closed. Commissioner Davis seconded the motion and the motion passed unanimously.

Commissioner Hall made a motion to authorize the County Manager to sign a contract with an engineering firm to provide design and engineering for Roberts Road Bridge and to send a letter to the Georgia Department of Transportation to request funds for the bridge repair.

Commissioner Davis seconded the motion.

County Manager Carlos Tobar stated this request was because the Roberts Toad Bridge failure created an emergency situation.

There was a discussion about the timeline for repairs, selecting Watkins and Associates for the engineering, and the emergency nature of the situation as the bridge had failed. It was emphasized that this was an emergency action to ensure safety. Additionally, an alternative route on Highway 22 was mentioned and it was noted residents should be made aware of the repairs.

Chairman Strickland called for the vote and the motion passed unanimously.

Collins P. Lee Memorial Library

Chairman Strickland read the caption of Resolution R-2025-55 to authorize an agreement With CAS Architecture for the architectural services for the Collins P. Lee Memorial Library.

The resolution was presented as follows:

RESOLUTION 2025-55

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CAS ARCHITECTURE TO

PROVIDE ARCHITECTURAL SERVICES FOR THE COLLINS P. LEE MEMORIAL LIBRARY AT THE HARRISBURG COMMUNITY PARK

WHEREAS, the Baldwin County Board of Commissioners desire to build the Collins P. Lee Memorial Library at the Harrisburg Community Park; and

WHEREAS, competitive sealed bids were solicited for the architectural services for the Collins P. Lee Memorial Library; and

WHEREAS, bids were accepted on June 23, 2025 in the Board of Commissioners Office located at 1601 North Columbia Street, Suite 230 with CAS Architecture ranked the highest with the lowest cost proposal; and

WHEREAS, On July 1, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the bid proposal submitted by CAS Architecture and authorized an agreement be prepared; and

WHEREAS, the aforementioned agreement is hereby attached and by reference, it, along with all of the references, attachments, and addendums included in the agreement are duly incorporated and made a part of this resolution.

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorize an agreement with CAS Architecture for the architectural service associated with the design and construction of the Collins P. Lee Memorial Library.
- 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 CAS Architecture 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 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman

Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

County Manager Carlos Tobar stated the County Attorney had reviews and approved the agreement and addendum as to form.

The timeframe for completion was discussed; the environmental review had to be completed by October and completion could take up to 12 months.

Commissioner Davis made a motion to approve the resolution. Commissioner Butts seconded

the motion and the motion passed unanimously.

300 Sparta Highway

Chairman Strickland read the caption for Resolution R-2025-56 to authorize the sale of surplus property with a dilapidated structure located at 300 Sparta Highway to Jaykrishna Patel.

The resolution was presented as follows:

RESOLUTION R-2025-56

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:

- 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 15 th day of July, 2025.	
	BALDWIN COUNTY, GEORGIA
	Honorable Andrew Strickland, Chair
	Baldwin County Board of Commissioners
ATTEST:	

Bo Danuser, County Clerk

Baldwin County, Georgia

County Manager Carlos Tobar reminded the commissioners that the first bid to purchase 300 Sparta Highway was rejected and was rebid with a minimum of \$1,000; this bid came in at \$1,525.

Commissioner Hall made a motion to approve the sale. Commissioner Little seconded the motion.

Commissioners Hall, Strickland, and Little approved the sale of 300 Sparta Highway and Commissioners Butts and Davis voted not to sell. The motion carried with a 3 to 2 vote.

WIOA Grant Agreement

Commission Chairman Strickland read the caption of Resolution R-2025-57 to authorize an agreement for Baldwin County to remain the sub-grantee, administrative, and program entity of the Workforce Innovation and Opportunity Grant.

The resolution was presented as follows:

RESOLUTION R-2025-57

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MIDDLE GEORGIA
WORKFORCE DEVELOPMENT AREA 11 AND WITH THE MIDDLE GEORGIA
CONSORTIUM, INC. FOR BALDWIN COUNTY TO ACT AS THE SUB-GRANTEE,
ADMINSISTRATIVE, AND PROGRAMATIC ENTITY OF THE WORKFORCE INNOVATION
AND OPPROTUNITY ACT OF 2014 GRANT FUNDING

WHEREAS, the Baldwin County Board of Commissioners desire offer the citizens of Milledgeville and Baldwin County with workforce training through the continuation of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Grant; and

WHEREAS, the Baldwin County Board of Commissioners desire for Baldwin County to continue to participate in the WIOA programs by entering into a Contract Service and Financial Agreement with the Executive Committee and Chief Elected Executive Officials for Middle Georgia Workforce Development Area 11 and also with the Middle Georgia Consortium, Inc. whose 11 members are the 11 counties within the Middle Georgia Workforce Development Area 11; and

WHEREAS, under the agreement Baldwin County shall act as the WIOA sub-grantee as well as WIOA administrative and programmatic entity; and

WHEREAS, notwithstanding to provisions of this agreement, Baldwin County shall have no liability for costs incurred which exceed the funds obligated to the agreement; and

WHEREAS, this agreement shall be effective from July 1, 2025 to June 30, 2026; and

WHEREAS, funds provided under this agreement shall only be used to provide employment related activities that could not be provided with funds or sources otherwise available and the available funds shall not be used to substitute or supplant other funds and sources of revenue.

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.

Item 1.

- Authorization of Agreement. The Board of Commissioners hereby authorizes the
 agreement with the Executive Committee of Chief Elected and Executive Officials for
 Middle Georgia Workforce Development Area 11 and with the Middle Georgia
 Consortium, Inc.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the agreement 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 15th day of July, 2025.	
	BALDWIN COUNTY, GEORGIA
	Honorable Andrew Strickland, Chair
	Baldwin County Board of Commissioners
ATTEST:	
Bo Danuser, County Clerk	

Baldwin County, Georgia

Assistant County Manager Dawn Hudson stated that Baldwin County had acted as the fiscal agent for the Workforce Development Area 11 since 2015, this is an extension of the same contract the county was currently acting under to remain the fiscal agent from July 2025 to July 2026.

Commissioner Davis made a motion to authorize the agreement that was seconded by Commissioner Butts. The motion passed unanimously.

Adult Felony Drug Court Grant

Chairman Strickland read the caption for Resolution R-2025-58 to accept a Criminal Justice Coordinating Council Adult Felony Drug Court grant.

The resolution was presented as follows:

RESOLUTION R-2025-58

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR AN ADULT FELONY DRUG COURT GRANT.

WHEREAS, the Baldwin County Board of Commissioners desire to receive funding from the Criminal Justice Coordinating County for an Adult Felony Drug Court Grant; and

WHEREAS, the Grant provides funding of \$373,058 with a match of \$65,534.

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.

Item 1.

2. Authorization of Grant Application. The Board of Commissioners hereby authorizes the preparation and submission for a Criminal Justice Coordinating Council Adult Felony Drug Court 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 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA
Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:	
Bo Danuser, County Clerk	
Baldwin County Georgia	

Assistant County Manager Dawn Hudson stated she needed approval from the commissioners to accept the Adult Felony Drug Court Program grant in the amount of \$373,058 with a match of \$65,834.

Commissioner Davis made a motion that was seconded by Commissioner Little to approve the grant.

There was a discussion about the source of the financing, what the grant funds were used for, and the court's effectiveness in the community and its success rate.

There was a discussion about having someone from the court give a presentation.

The resolution was adopted unanimously.

Mental Health Court Grant

Chairman Strickland read the caption for Resolution R-2025-59 to accept a Criminal Justice Coordinating Council Mental Health Court Grant.

The resolution was presented as follows:

RESOLUTION R-2025-59

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR A MENTAL HEALTH COURT GRANT.

WHEREAS, the Baldwin County Board of Commissioners desire to receive funding from the Criminal Justice Coordinating County for a Mental Health Court Grant; and

WHEREAS, the Grant provides funding of \$363,558 with a match of \$64,157.

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:

Item 1.

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 for a Criminal Justice Coordinating Council Mental Health

Court 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 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA	
	—

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk

Baldwin County Georgia

Assistant County Manager Dawn Hudson stated that this was a program to address mental health issues and to keep people out of jail by providing counseling and treatment. The grant award was for \$363,558 with a match of \$64,157.

Commissioner Davis made a motion to approve the grant, commissioner Butts seconded the motion.

There was a discussion about what the program provided for mental health issues, how it was helping people, where the money was going, and the fact that the program kept people out of jail, helping law enforcement reduce the amount of mental health issues they had to deal with, and these were diversion programs for first time offenders.

There was discussion about having the judge and program coordinators give the commissioners a presentation on the programs.

Chairman Strickland called for the vote and the motion passed unanimously.

Appointments

Middle Georgia Regional Commission Central Georgia Joint Development Authority

The Clerk presented the names of Tommy French and Hope Waller as nominations for reappointment to the Middle Georgia Regional Commission Joint Development Authority.

Commissioner Hall made a motion that was seconded by Commissioner Davis to reappoint Tommy French and Hope Waller to the Central Georgia Joint Development Authority. The motion passed unanimously and Tommy French and Hope Waller were reappointed for 4-year terms from 2025 - 2029.

Emergency Medical Services Central GA Region 5 Council

The Clerk presented the names of Andrew Strickland and Renee Morgan as nominations to fill the vacated seat of Lewis Osborne on the Emergency Medical Services for Central Georgia Region 5.

Commissioner Hall made a motion to appoint Andrew Strickland to the EMS Central Georgia region 5 council. Commissioner Butts seconded that motion. The motion passed unanimously and Andrew Strickland was appointed to a three-year term from 2025 to 2028.

Fall Line Development Authority

The Clerk presented the names of Greg Tyson, Edward Walker and Sammy Hall for appointment to the Fall Line Regional Development Authority.

Commissioner Davis made a motion that was seconded by Chairman Strickland to reappoint Greg Tyson, Edward Walker and Commissioner Sammy Hall to the Fall Line Regional Development Authority. The motion passed unanimously.

OLD BUSINESS

Chairman Strickland announced that the Baldwin County Recreation Department's girls' softball team was runner-up in the World Series; Baldwin County was well represented. He announced the road contractor had a family emergency and was running behind. Mr. Tobar added that the contractor would be in Baldwin County tomorrow and that Sydney Butts Road would be done first, along with the other triple surface roads. He also stated that notice of the beginning of the overlay work would be given.

Commissioner Butts discussed the contactor's starting the resurfacing late, there being 3 months of delays, and possibly moving to the next bidder because the current contractor was not fulfilling the terms of the contract.

There was a discussion about the delays in repaving streets and the frustrations it was causing. Mr. Tobar stated the contract had to be finished by December 31st, and the next lowest bid was \$600,000 greater.

There was a discussion about the terms of the contract not being violated technically because the company was working within the requirements of the contract and also about imposing a level of accountability for the contractor, even within the allotted time frame.

Commissioner Strickland discussed the litter pickup requirement in the right of way mowing contract not being followed and asked the County Manager to contact the mowing company with the county's expectations.

Commissioner Butts discussed putting in a work order to clean a ditch.

Commissioner Davis discussed clearing a ditch on Shana Drive; the overgrown ditch flooded.

Commissioner Little discussed cleaning a ditch on Medlin Road, he would put in a work order.

NEW BUSINESS

There was no new business.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar gave his report updating the commissioners on the:

- 2024 CDBG sewer line replacement/housing rehab multi-activity grant including that the three houses on Marion Street had been completed;
- Contract for the low cost spay and neuter clinic with Paws for Georgia should be ready for the next meeting;
- Walter B. Williams trail was complete with the exception of the signage, there were over
 8 miles of trails;
- there would be a ribbon cutting for the ballfield lights and the pickleball courts next
 Tuesday at the courts;
- First shipment of equipment for Coopers Park splashpad had been sent and the features would be sent later;

- 2024 CHIP grant contracts for rehabbing three houses had been signed, rehab would start August 9th;
- Fire hydrants were being inspected county wide;
- He went on a sustainability tour with Georgia College and the county was doing a lot of unique things that were also beneficial to other governments such as the Land Bank and the heirs' property program.

There was a discussion about working with the Georgia Heirs Properties Loss Center and that the county was working on the fourth one.

There was a discussion about not allowing use of the pickleball courts before the ribbon cutting on Tuesday.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Desiree Liggins addressed the commissioners regarding paving Sydney Butts Road, asking when the contractor would be on site, for the order of roads, and for the completion dates. She discussed accountability and the types of resurfacing being done on the various streets. She notified the commissioners of the need for cutting the ditch at the Highway 22 and 24 split. She discussed ensuring that the low cost spay and neutering program would be done humanely. She discussed helping a man on the low-cost housing list and asked what the county was doing to help people with rent and mortgages.

Maurice Liggins addressed the commissioners regarding the road program; he claimed it was being mismanaged and that he and his wife had 17 years of experience with contracts. He further stated that contractors had to be held accountable and parameters had to be set. He claimed the commissioners' unconscious bias would lead to bad leadership decisions.

EXECUTIVE SESSION

Commissioner Hall made a motion to go into executive session to discuss potential litigation, property acquisition, and personnel. Commissioner Butts seconded the motion and the motion passed unanimously.

Item 1.

The Commissioners went into closed session at 7:11 PM.

Commissioner Hall made a motion that was seconded by Commissioner Butts to return to open session. The motion passed unanimously and the commissioners returned to open session at 8:20 PM.

ADJOURNMENT

Commissioner Hall made and motion to adjourn the meeting that was seconded by Commissioner Davis. The motion carried and the July 15, 2025 Baldwin County Board of Commissioners meeting was adjourned at 8:21 PM.

Submitted,	
Andrew Strickland, Chairman	
Baldwin County Board of Commissioners	
ATTEST:	
Bo Danuser, County Clerk	
Baldwin County Georgia	

RESOLUTION 2025-60

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATIONAND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE ADULT PROGRAM FOR THE OF PERIOD OF JULY 1, 2025 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 11-25-25-06-011 FAIN 25A55AT000157; and

WHEREAS, the Grant provides funding of \$147,000 for the period of July 1, 2025 through June 30, 2027 for the 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 5th day of August, 2025.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

	BALDWIN COUNTY, GEORGIA
	Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners
ATTEST:	
Bo Danuser, County Clerk Baldwin County Georgia	-
DATE ADOPTED	

[SEAL]

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County		TOTAL FUNDS: \$ 147,006
LOCAL WORKFORCE AREA: 011	REGION: 06	
GRANT NO: 11-25-25-06-011 FAIN: 25A55AT000157		Admin not to exceed: \$ 14,701
GRANT PERIOD: FROM: 7/1/2025	THRU: 6/30/2027	
GRANT YEAR: PY2025 PROGAM TITLE/TYPE: I	Adult Program	CFDA NO: 17.258
subject to any attached assurances, revisions, sp. This award is subject to all applicable policies,	d recipient, and in accordance with t pecial conditions, or waivers. rules and regulations, and conditions	grant under the Workforce Innovation and Opportunity Act (P.L. he Workforce Innovation Plan project application. This award is as prescribed by the Technical College System of Georgia's
Office of Workforce Development (OWD) and	the United States Department of Lab	bor. It is also subject to such further laws, rules, regulations and vernment under Public Law 113-128, as amended.
This grant becomes effective on the beginning properly executed original Statement of Grant are returned to OWD.	of the grant period, provided that wit Award and any of the attached proper	thin thirty (30) days of the award execution date (below), the rly executed revisions, waivers and special condition statements
X This award is subject to	o Certification Regarding the R	tole of the Local Grant Recipient
X This award is subject to	o Subrecipient Designation (if a	pplicable)
X This award is subject to	o Liability Waiver	
_X This award is subject to	o Certification on Nondiscrimin	nation and Equal Opportunity Requirements
X This award is subject to	o Certification Regarding Drug	-Free Workplace Requirements
X This award is subject to	Certification Regarding Deba	rment and Suspension
X This award is subject to	Certification For Lobbying	
X This award is subject to	Statement of Assurances	
	o special conditions (attached)	
Technical College System of Georgia Assistant Commissioner, Office of Workfo	orce Development	
s, _Andrew Strickland _ (typed) acting unconditions stated above or incorporated by refer	der my authority to contract on behal ence therein, do hereby accept this G	Date Executed f of the recipient of the above described grant on the terms and brant Award.
8-5-2025		
Date of Acceptance		Authorized Signature
Andrew Strickland Chairperson		Chairman Title (typed)
7.74		(-) P)

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

LIABILITY WAIVER

RECIPIENT: Baldwin County			
LOCAL WORKFORCE AREA: 011			
SUBGRANT NO: 11-25-25-06-011			
SUBGRANT PERIOD:			
FROM: 7/1/2025 TH	RU: 6/30/2027		
PROGRAM TITLE/TYPE: I Adult 1	Program		
DATE OF AWARD: 7/1/2025			
EIN: 58-6000782 UNIQUE ENTITY IDENTIFIER (UEI): DQQFUGRF6MW6			
Approved Indirect Cost Rate: [Insert Rate] Fiscal Agent Risk Level:			
TECHNICAL COLLEGE SYSTEM OF DEVELOPMENT, ITS OFFICERS AND EMP ALL CLAIMS, COSTS, DAMAGES, OR	EES TO, AND WILL HOLD HARMLESS THE GEORGIA'S OFFICE OF WORKFORCE PLOYEES AND THE STATE OF GEORGIA FROM EXPENSE ARISING FROM ANY ACTS OR IPLOYEES OR AGENTS WHILE PERFORMING		
8-5-2025			
Date of Acceptance	Authorized Signature		
	Chairman		
	Title (typed)		

2

RESOLUTION 2025-61

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATIONAND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE YOUTH PROGRAM FOR THE OF PERIOD OF APRIL 1, 2025 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 15-25-25-06-11 FAIN 25A55AY000159

WHEREAS, the Grant provides funding of \$693,676 for the period of April 1, 2025 through June 30, 2027 for the Youth 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 5th day of August, 2025.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

	BALDWIN COUNTY, GEORGIA
	Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners
ATTEST:	
Bo Danuser, County Clerk Baldwin County Georgia	
DATE ADOPTED 8/5/2025	

[SEAL]

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

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County		TOTAL FUNDS: \$ 693,676
LOCAL WORKFORCE AREA: 011	REGION: 06	Admin not to exceed: \$ 69,368
GRANT NO: 15-25-25-06-011 FAIN: 25A55AY000159		
GRANT PERIOD: FROM: 4/1/2025	THRU: 6/30/2027	
GRANT YEAR: PY2025 PROGAM TITLE/TYPE: I	Youth Program	CFDA NO: 17.259
113-128), as amended, to the above mentioned subject to any attached assurances, revisions, specifications of the subject to all applicable policies, Office of Workforce Development (OWD) and policies as may be reasonably prescribed by the This grant becomes effective on the beginning	d recipient, and in accordance with pecial conditions, or waivers. rules and regulations, and condition the United States Department of Late State of Georgia or the Federal Go of the grant period, provided that w	a grant under the Workforce Innovation and Opportunity Act (P the Workforce Innovation Plan project application. This award as as prescribed by the Technical College System of Georgia's abor. It is also subject to such further laws, rules, regulations and vernment under Public Law 113-128, as amended.
properly executed original Statement of Grant are returned to OWD.	Award and any of the attached prop	erly executed revisions, waivers and special condition statements
X This award is subject t	o Certification Regarding the	Role of the Local Grant Recipient
X This award is subject t	o Subrecipient Designation (if	applicable)
X This award is subject t	to Liability Waiver	
X This award is subject t	to Certification on Nondiscrim	ination and Equal Opportunity Requirements
X This award is subject t	to Certification Regarding Dru	g-Free Workplace Requirements
X This award is subject to	to Certification Regarding Deb	arment and Suspension
X This award is subject to	to Certification For Lobbying	
X This award is subject to	to Statement of Assurances	
X This award is subject	to special conditions (attached)	
Technical College System of Georgia Assistant Commissioner, Office of Works	force Development	
conditions stated above or incorporated by refe	nder my authority to contract on bel erence therein, do hereby accept this	Date Executed all of the recipient of the above described grant on the terms and a Grant Award.
7-29-2025 Date of Acceptance		Authorized Signature
Andrew Strickland		Chairman
Chairperson		

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

LIABILITY WAIVER

RECIPIENT: Baldwin County
LOCAL WORKFORCE AREA: 011
SUBGRANT NO: 15-25-25-06-011
SUBGRANT PERIOD:
FROM: 4/1/2025 THRU: 6/30/2027
PROGRAM TITLE/TYPE: I Youth Program
DATE OF AWARD: 4/1/2025
EIN: 58-6000782 UNIQUE ENTITY IDENTIFIER (UEI): DQQFUGRF6MW6
Approved Indirect Cost Rate: [Insert Rate] Fiscal Agent Risk Level:
THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.
7-29-2025
Date of Acceptance Authorized Signature
Chairman
Title (typed)
Title (typea)

2 Rev 3/12/2025 29

RESOLUTION R-2025-62

A RESOLUTON TO APPROVE AN AGREEMENT WITH THE GEORGIA PUBLIC DEFENDERS COUNCIL
OF THE OCMULGEE JUDICIAL CIRCUIT; TO APPROVE THE 2026 FISCAL YEAR ANNUAL OPERATING BUDGET
FOR THE PUBLIC DEFENDER OFFICE FOR OF THE OCMULGEE JUDICAL CIRCUIT; AND FOR OTHER
PURPOSES

WHEREAS, Baldwin County must provide council for representation of indigent persons on the Ocmulgee Judicial Circuit as mandated by the Georgia Indigent Defense Act of 2003 either on its own or through an agreement with the Georgia Public Defender Council and the Public Defender Office;

WHEREAS, the Baldwin County Board of Commissioners currently joins Greene, Hancock, Jasper, Jones, Morgan, Putnam and Wilkinson Counties in providing the annual funding to carry on the operations of the Public Defender Office of the Ocmulgee Judicial Circuit based on the pro rata share of the population of the respective county;

WHEREASE, the Baldwin County Board of Commissioners desire to continue to contract with the Georgia Public Defender Council and the Public Defender Office to provide council for indigent persons as required by the Georgia Indigent Defense Act of 2003 by entering into a Georgia Indigent Defense Service Agreement;

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

WHEREAS the budget for Baldwin County's share of the pro rate cost of providing council for indigent persons is hereby attached and by reference duly incorporated into this resolution as "Exhibit B";

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.
- Authorization of the Georgia Indigent Defense Service Agreement. The Board of Commissioners hereby approves the Georgia Indigent Defense Service Agreement.
- **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 Georgia Indigent Defense Service Agreement.
- **4. Authorization of the Public Defender Budget for the 2026 Fiscal Year.** The Board of Commissioners hereby approves the Public Defender Budget for the 2026 Fiscal Year.

- **5. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- **6. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- **7. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5th day of August, 2025.

[SEAL]

	BALDWIN COUNTY, GEORGIA
ATTEST:	Andrew Strickland, Chairman Baldwin County Board of Commissioners
Bo Danuser, County Clerk Baldwin County Georgia	
DATE ADOPTED: <u>8/5/25</u>	



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authority of Baldwin County, body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective July 1, 2025.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

<u>Section 1.01 Statutory Staffing</u>. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

<u>Section 1.02 Statutory Services</u>. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Baldwin County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Baldwin County on a revocation of probation;

- (3) Cases prosecuted in the Juvenile Courts of Baldwin County in which a child may face a disposi a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

<u>Section 1.03 Conflicts</u>. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

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Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make pure and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

<u>Section 3.05 Limitation of liability.</u> Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

<u>Section 3.06 Taxes.</u> The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2025 and ending June 30, 2026.

<u>Section 5.02 Maintenance of effort</u>. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

<u>Section 5.03 Severability</u>. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, neliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

<u>Section 5.04 Cooperation, dispute resolution and jurisdiction</u>. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

- **(b)** Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

<u>Section 5.05 Notice</u>. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley Circuit Public Defender Post Office Box 747 Gray, Georgia 31032

Baldwin County:

Baldwin County Board of Commissioners 121 North Wilkinson Street, Suite 314 Milledgeville, Georgia 31061

Georgia Public Defender Council:

Omotayo Alli, Director 270 Washington Street, Suite 6079 Atlanta, Georgia 30334

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

<u>Section 5.07 Termination</u>. (a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

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conclusive. The certification of the occurrence of the reduction in county funds by the person designated in § 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

- **(b)** For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
- **(c)** For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.
- **(d) Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).
- <u>Section 5.08 Cooperation in transition of services</u>. (a) At the beginning of the agreement. The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.
- **(b) During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.
- (c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

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Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding foll agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year written above.

ATTEST:	
	Baldwin County
	BY:
	Signature
A FEBRUAR	Title
ATTEST:	Circuit Public Defender
	BY:
	Signature
	Circuit Public
	Defender
ATTEST:	Consented to:
	Georgia Public Defender Council
	BY:
	Signature
	Director

RESOLUTION R-2025-63

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE ASSOCIATION OF COUNTY COMMISSIONERS OF GEORGIA (ACCG) 401(a) DEFINED CONTRIBUTION PLAN FOR BALDWIN COUNTY EMPLOYEES TO INCLUDE THE CLERK OF SUPERIOR COURT FOR THE 2023 YEAR PLAN

WHEREAS, Baldwin County, Georgia (the "Employer") established a 401(a) Defined Contribution Plan for Baldwin County Employees (the "Plan") through an Adoption Agreement with the Association of County Commissioners of Georgia (ACCG) that was first effective as of February 1, 2019, and was most recently amended and restated effective as of January 1, 2022;

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement;

WHEREAS, the Board of Commissioners desires to amend the Adoption Agreement's definition of "Eligible Employee" to include the Clerk of Superior Court for the 2023 Plan Year only, to reflect that the Clerk of Superior Court was appointed, and not elected, to such position in 2023, and was, therefore, ineligible to participate in the state-sponsored retirement fund.

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.
- Authorization of the amendment to the Commissioners of Georgia 401(a) Defined
 Contribution Plan for Baldwin County Employees. The Board of Commissioners hereby
 approves an amendment to the adoption agreement of the Association of County
 Commissioners of Georgia (ACCG) 401(a) Section 2.17 entitled "Eligible Employees" to
 include the Clerk of Superior Court for the 2023 Plan Year only.
- 3. **Effective Date.** Effective as of January 1, 2023, the afore described Adoption Agreement Section 2.17 entitled Eligible Employees shall be amended to select "Include" and to unselect "Exclude" for the Clerk of Superior Court and effective January 1, 2024 Section 2.17 entitled Eligible Employees shall be amended to select "Exclude" and to unselect "Include" for the Clerk of Superior Court.
- 4. 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 amendment to the Association of County Commissioners of Georgia 401 (a) Defined Contribution Plan to include the Clerk of Superior Court in the 2023 Year plan only.

- **5. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- **6. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- **7. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5th day of August, 2025.

[SEAL]

	BALDWIN COUNTY, GEORGIA
ATTEST:	Andrew Strickland, Chairman Baldwin County Board of Commissioners
Bo Danuser, County Clerk Baldwin County Georgia	
DATE ADOPTED: <u>8/5/25</u>	

RESOLUTION R-2025-64

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONSTRUCTION CONTRACT WITH PITTMAN CONSTRUCTION FOR CHANGE ORDER 1 TO INCLUDE THE PAVING OF LAKE LAUREN ROAD FROM JULE INGRAM ROAD TO STATE HIGHWAY 22

WHEREAS, the Baldwin County board of Commissioners have been informed by the Georgia Department of Transportation of the Department's plan to construct a roundabout at the intersection of State Route 22 and State Route 24 in 2027; and,

WHEREAS, the County Manager has informed the commissioners that the construction of a roundabout at this location will likely cause Lake Lauren Road, a primary arterial road east of the Oconee River, to become a detour route during construction; and,

WHEREAS, the County Manager along with staff has recommended that the current paving contract with Pittman Construction be amended to include the repaving of Lake Laurel Road from Jule Ingram Road to State Highway 22 in response to, and in preparation of, the increased traffic caused by the roundabout construction; and,

WHEREAS, the Baldwin County Board of Commissioners have been informed by the County Manager of the need to amend the construction contract with Pittman Construction to include repaving Lake Lauren Road from Jule Ingram Road to State Route 22;

WHEREAS, the amendment includes resurfacing an additional 18,000 feet, equivalent to 3.41 miles, of roadway with an additional 5,560 tons of asphalt.

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 the amendment to the current repaving contract with Pittman Construction Company. The Board of Commissioners hereby approves the amendment to the Construction Agreement with Pittman Construction to include repaving Lake Laurel Road from Jule Ingram Road to State Route 22.
- **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 amendment to the agreement with Pittman Construction.
- **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 August, 2025.

	BALDWIN COUNTY, GEORGIA		
ATTEST:	Andrew Strickland, Chairman Baldwin County Board of Commissioners		
Bo Danuser, County Clerk Baldwin County Georgia			
DATE ADOPTED: <u>8/5/25</u>			
[SEAL]			

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



AGENDA ITEM:

Approve Pittman Construction Contract Change Order 1

MEETING DATE:

August 5, 2025

PREPARED BY:

County Manager

RECOMMENDED ACTION: Approve Pittman Construction Contract Change Order 1 in the amount of \$666,245. The additional length is 18,000 ft (3.41 miles). Additional tonnage of asphalt is 5,560 tons.

BACKGROUND INFORMATION: Lake Laurel Rd is a primary arterial that connects between state highways 22 and 24. The section of Lake Laurel Rd from Jule Ingram Rd to Hwy 22 was paved in 2010. GDOT plans to build a roundabout at SR22 at SR24 in 2027. See the timeline for different phases below. Lake Laurel Rd will likely be a detour for many motorists while the roundabout is under construction. Staff recommends paving this section of Lake Laurel Rd now versus waiting and allowing the road to deteriorate further. Lake Laurel Rd from SR 24 to Jule Ingram has already been approved for paving.

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0015667	SR 22 (8) SR 24	Dechko, Jonathan	GDOT	Not City	ROUNDABOUT	008	2	CST		Not Urban	2027	Baldwin
								PE	Outside STIP	Not Urban	2017	Baldwin
1								ROW		Not Urban	2026	Baldwin
								UTL		Not Urban	2027	Baldwin
-					4					-		-

Baldwin County Business Services

1601 N Columbia St, Suite 200 Milledgeville, Ga 31061 Phone: 478-445-4205

permits@baldwincountyga.com

2025 Occupational Tax Appl

Item 8.

Cash or checks, made payable to Baldwin County Business Services, are due with completed application.

TYPE OF REGISTRATION	TYPE OF BUS	INESS	TYPE OF OWNERSHIP
	^ New		Sole owner
∠ Commercial	Renewal		Corporation
□ Industrial □	Closed (Date Closed:	J	□ LLC/LLP
□ Online	District of the second of the	10	□ Non – Profit (<i>Paperwork must be present</i>
_			BUSINESS INFORMATIO
Business Name: AARZI ENTERE	PRISES LLC DBA	RACEWAY	
Business Location: 500 MERIUSE	THER ROAD, NW	MUEDGEVILLE	, GA 31061
Business Telephone #: 404-786	- 4748	Everify # (If applica	ble):
Business Description: GASOLINE		NCE STORE	
			OWNER INFORMATIO
Owner Name: SAFAEER V	IRANI		
Mailing Address:			
City, State, Zip:			
Telephone #: Di	river's License #:	State Li	cense # (If applicable):
Email:			cerise ii (i) applicable).
TOTAL # OF EMPLOYEES	CHECK	FEES DUE N	OTES OFFICE USE ONLY
Application Fee (New businesses o	nly) ()	\$25.00	FCO From Fire"
1-3	()	\$100.00	551400 719125 V
4-9	(-)	\$200.00	only BL being is suga
10-19	()	\$350.00	1/17/26/200
20-29	()	\$500.00	Pennot Sell AIC WITH
30-39	()	\$800.00	200
40-49	()		approval from
50+	1 1	\$1500.00	ommissioners Meeting
Late Fee (Penalty of \$25.00 applied on M	arch 2nd)	\$25.00	
			merchandise, product or service for which this licens
s issued. I diluerstalla that the premises must mi	eet all the building and life safe	ty codes and as an applica	merchanaise, product or service for which this licens ant I am subject to a criminal background check and i
any information given on this application is misre	presented the license may be re	evoked. **	January Country of the Country of th
100			*
SIGNATURE			DATE
		OF	FICE USE ONLY
FIRE DEPT	LAND USE ADMIN /	BUILDING OFFICIAL	COMMISSIONERS APPROVAL
[] Approved [] Denied	[Approved	[] Denied	[] Approved [] Denied
			t 1. Abrosed [] Dellied
	M		
7/17/2	Ing Mehan	7/17/25	
Signature Date	41	Date	Signature Date
	6	Date	Signature Date

Have you been convicted of a crime in the last year?

□ Yes			No)
ALCOHOL I	LICENSES		FE	F
CLASS A, RETAIL LIQUOR PACKA			\$300	
CLASS B, RETAIL PACKAGE BEER	R AND/OR WINE		\$300	
CLASS C, RETAIL BEER AND/OR	WINE BY THE DRINK		\$150	
CLASS D, RETAIL LIQUOR BY THI	E DRINK		\$200	
CLASS E, WHOLESALE LIQUOR			\$400	
CLASS F, WHOLESALE BEER AND	O/OR WINE		\$500	
□ CLASS G, LICENSED ALCOHOL BI	EVERAGE CATERER		\$150	
CLASS H, LICENSE FOR MANUFA	ACTURE OF BEER		\$1000	
☐ CLASS I, LICENSE FOR MANUFAC	CTURE OF WINE		\$1000	
CLASS J, LICENSE FOR MANUFACE	CTURE OF SPIRITS /	LIQUOR	\$4000	
□ SPECIAL EVENT ON-SITE ALCOH			\$100.00 /	
* REQUIRES STATE LICENSE FROM	DEPT. OF REVENUE		•	
AND SUNDAY SALES				
issuance of an Occupation Tax Certificate does with all ordinances. Baldwin County expressly r ** By initializing above and signing below, the a For consumption on the premises on Sund percent (50%) of its total annual gross sales from establishment where food is served and in any liften the rental of rooms for overnight lodging. ** I agree to abide by all the laws of the State of Geod is issued. I understand that the premises must meet any information given on this	reserves the right to enfo applicant affirms that the lays from 12:30 P.M. union m the sale of prepared no licensed establishment was orgia and Baldwin County of all the building and life saf	erce any and all ordinan e establishment qualifie iil 12:00 midnight, the lic neals or food in all of the which derives at least fift	ces, regardless of pays s for Sunday Sales ur censed establishment e combined retail out by percent (50%) of its	yment. Ider the following criteria: It must derive at least fifty Ilets of the individual Is total annual gross income
SIGNATURE	TITLE			DATE
OFFICE USE ONLY				
First Notice Date:	Second Notice	Date:	Last Notice	Date:
[] Answered [] Not Answered	[] Answered	[] Not Answered	[] Answered	[] Not Answered
	S-1		<u></u>	
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		M		

	Baldwin County Projects	Next Phase	
Public Buildings			
Memorial Library	Design has begun	Bid documents for construction	
Sewer & Water Infrastructure			
Galvanized Water Line Inventory	Inventory underway	Water line replacement	
Water Line Replacement	Next phase of water line replacement on Log Cabin in completed. Customer transfer complete	Last segment of water line replacement by end of 2025	
Supervisory Control and Data Acquisition (SCADA) for water system	BOC shortlisted four firms.	Complete specifications and request bids from firms	
Smith-Sibley Sewer Extension	424 application next; \$1.1 million from Senator Ossoff.	Continue with design and preparing bid documents	
Sewer Line Replacement	Sewer bids advertised. Bids due 08/21/2025 at 11 AM. \$1.25 million CDBG	Sewer line work bid out 07/14/2025	
Sewer Line Replacement/Housing Rehab 2025	Submitted CDBG application; Requested \$1.25 million CDBG.	Await DCA response	
Transportation			
Road Resurfacing	Resurfacing started 07/16/2025. 26.2 miles to be resurfaced.	Paving and striping to be completed by end of year	
Fishing Creek Trail Completion	Silt fencing set	Construction should start within 2 weeks	
Oconee Heights Streetscape	Environmental work has begun.	Complete environmental process	
Bridge Replacement	Preparing preliminary engineering reports to replace Horace Veal Rd bridge	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.	GDOT to make determination	
Public Safety			
Low Cost Spay/Neuter Clinic	Award contract to Pawz for Georgia, INC	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	
Water Park/Aquatic Center	Construction continues. \$2.7 million in federal and state grants.	Opening Day in 2026	
Harrisburg Park Improvements	Storm drain work has begun. New center to be built. \$1.7 million fed grant.	Construction for all phases continues	
Oconee Heights Park at 123 Coombs Ave	Completed.	Ribbon Cutting Ceremony 08/14/2025 at 5:30 PM	
Cooper's Park	Splash pad contract awarded.	First of 2 shipments arrived	
Housing			
2024 CHIP Grant	Bids received. Contracts signed.	Construction begins August 2025	
2025 Housing Grant Application for 10 Habitat for Humanity Homes	Congressionally Directed Spending Request for \$1.3 million submitted by Senator Ossoff to Senate Appropriations Committee.	Congress to vote on FY 2026	
Administrative			
Personnel Handbook	Draft handbook to be reviewed August 7	Board to approve updated Personnel Handbook	
District Based Land Use	Documents provided to BOC. Attorneys reviewing. Work session to be scheduled.	Work session to be held	
Walter B Wiliams Master Plan	Root Design is reviewing documents	Expect public meetings in the fall and completion of plan winter of 2026	

July 30, 2025 GDOT Recognized Baldwin County Regional Airport for Outstanding Promotions in Aviation