

BALDWIN COUNTY REGULAR MEETING

June 04, 2024 1601 N Columbia St, Suite 220 6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Father Bryan Kuhr

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. Sacred Heart Catholic Church

APPROVAL OF MINUTES

3. May 20, 2024 Work Session

May 20, 2024 Regular Meeting

May 20, 2024 Executive Session

May 23, 2024 Work Session

ADMINISTRATIVE/FISCAL MATTERS

- 4. Public Defender's Budget FY '25 Assistant County Manager
- Hangar Lease Agreement County Manager
- 6. Sibley-Smith Industrial Park: Phase 1 Road Extension County Manager

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

7. Manager's Report

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

8. Real Estate

ADJOURNMENT

REMINDERS

June 18, 2024, Tuesday, 5:00 p.m., Public Hearing on Urban Redevelopment Plan, 1601 North Columbia Street, Suite 220.

June 18, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

July 2, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

July 4, 2024, Thursday, ALL NON-EMERGENCY DEPARTMENTS WILL BE CLOSED IN OBSERVANCE OF INDEPENDENCE DAY.

July 16, 2024, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.



BALDWIN COUNTY WORK SESSION

May 21, 2024 1601 N Columbia St, Suite 220 5:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer Carlos Tobar Dawn Hudson Cindy Cunningham

CALL TO ORDER

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

ADMINISTRATIVE / FISCAL MATTERS

Rural Housing Initiative (RHI) Proposals

County Manager Carlos Tobar discussed the Georgia Department of Community Affairs (DCA) Rural Housing Initiative which encourages development of affordable workforce housing through collaborations between local governments and real estate developers. He stated the County requested proposals under the Rural Housing Initiative Program. Three proposals were received; however, one proposal was withdrawn. Mr. Tobar presented information on each of the proposals including site location, proposed number of units, size of units and estimated costs. Mr. Tobar reported both proposals need revisions in certain areas prior to submission to DCA that would make the proposals more favorable to DCA. He requested direction from the Board as to whether the Board would pursue selection and submission of a proposal to DCA under this program. Mr. Tobar stated the goal is enable Baldwin County workers to buy affordable housing.

Discussion was held regarding the number of units in the proposals; the advantages and disadvantages of the location of the development off Dunlap Road; and the information that needs to be included to make the proposal more competitive.

Commissioner Sammy Hall made a motion to reject all proposals and allow amendments to be made to the proposals prior to submission to DCA to make them more favorable in the selection process.

Citizen Greg Barnes stated he felt community members should have an opportunity to provide input into this matter.

Commissioner Emily Davis suggested having a Called Meeting before the June 4th Regular Meeting to discuss revised proposals.

Commissioners and County Manager Tobar discussed the timeframe for developers to resubmit their proposals; dates and times for a possible Called Meeting and the submission deadline to DCA for the current round of funding.

Commissioner Sammy Hall restated his motion to reject all proposals, allow amendments to be made to the proposals, and hold a Called Meeting to consider selection of a proposal for submission to DCA. Commissioner Henry Craig seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Work Session at 5:35 p.m. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

John H. Westmoreland Chairman

Cynthia K. Cunningham County Clerk

BALDWIN COUNTY REGULAR MEETING

May 21, 2024 1601 N Columbia St, Suite 220 6:00 PM

MINUTES

MEMBERS PRESENT

John Westmoreland Kendrick Butts Henry Craig Emily Davis Sammy Hall

OTHERS PRESENT

Carlos Tobar Brandon Palmer Dawn Hudson Cindy Cunningham

CALL TO ORDER

Chairman John Westmoreland called May 21, 2024 Regular Meeting to order at 6:00 p.m.

INVOCATION

The Invocation was delivered by Commissioner Sammy Hall.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Chairman Kendrick Butts. Commissioner Henry Craig reminded everyone of Memorial Day and asked all to remember those who served.

APPROVAL OF MINUTES

Commissioner Emily Davis made a motion to approve the minutes of the May 7, 2024Work Session, May 7, 2024 Regular Meeting, and May 7, 2024 Executive Session. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Alcoholic Beverage License

County Manager Carlos Tobar presented an alcoholic beverage license for retail beer and/or wine by the drink for Wings, Rings and Things located at 3015 North Columbia Street. He stated legal requirements have been met for the application process.

Commissioner Henry Craig made a motion to approve the alcoholic beverage license as presented for Wings, Rings and Things. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Rural Housing Initiative

Commissioner Sammy Hall made a motion to reject all proposals that have been submitted and to allow amendments to be made with proposals be resubmitted no later than June 7th, with a Called Meeting to be held at 9:00 a.m. on Monday, June 10, 2024. Commissioner

Henry Craig seconded the motion. Commissioner Emily Davis said that 9:00 a.m. is not a good time for people to be able to attend if they work. She suggested the Called Meeting be held on June 10, 2024 at 1:00 p.m.

Commissioner Sammy Hall amended his motion to state that a Called Meeting would be held June 10, 2024 at 1:00 p.m. Commissioner Henry Craig accepted the amendment.

Chairman John Westmoreland called for a vote on the motion and it passed unanimously.

Authorization for Submission of a Department of Energy Grant Application

County Manager Carlos Tobar reported staff has requested that Georgia Power prepare a proposal for budgeting purposes for sports lighting at the baseball/softball fields at Walter B. Williams Park, and the proposal is attached to the County Manager's summary. He stated staff was made aware that the minimum grant request is \$900,000; therefore, staff will update the budget amount and energy savings to reflect an additional 19 poles at the baseball/softball fields at the old soccer field. Mr. Tobar reported the grant, if awarded, will fund 95% of the project with a required County match of \$45,000. He stated 18 million dollars are available nationwide with approximately 20 projects to be funded which means competition will be very tough.

Commissioner Henry Craig made a motion to authorize submission of the Department of Energy Grant Application for lighting at Walter B. Williams Park. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

Ratification of Dyer Construction Contract for Aquatic Center

County Manager Carlos Tobar presented the Dyer Construction Contract for the Aquatic Center for Board ratification.

Commissioner Emily Davis made a motion to approve contract with Dyer Construction for the Aquatic Center as presented. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

A copy of the contract is on file in the Commissioners' Office.

OLD BUSINESS

There was no Old Business to come before the Board.

NEW BUSINESS

There was no New Business to come before the Board.

COUNTY MANAGER'S REPORT

County Manager Tobar reported he had submitted a County Manager's report to the Board prior to tonight's meeting. He highlighted a few pending projects including numbering at the Courthouse still not complete; award of \$500,000 for the CHIP grant; pending FHA contract for the Oconee Heights project; continuing to work on getting generators; completion of the Urban Redevelopment Plan which is now available online; public hearing to be held on URP in June.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Mr. Edwin Atkins, 939 Walnut Street, Macon, addressed the Board regarding the site for the Aquatic Center. He asked if the contract with Dyer Construction for the project included requirements set forth by DNR for architectural discovery.

Ms. Alice West, 151 Coombs Avenue, Milledgeville, addressed the Board requesting information on the start date for the Oconee Heights project. She stated she put in an application for rehab assistance on her house and was told she made too much money. She asked what the amount was to qualify.

Mr. Tony Anderson, 123 McKinley Street, Milledgeville, addressed the Board regarding start date of the Oconee Heights project.

Mr. James Dean, 2439 Reeves Circle, Milledgeville, addressed the Board to express his opposition to the proposed housing development off Dunlap Road.

Mr. Vernon Miller, Sr., 2361 Hurt Street, Milledgeville, addressed the Board expressing his concern for increased traffic if the housing development is done at the proposed site. He stated the traffic is terrible on Dunlap Road already, and the proposed development will only make this problem worse. He asked that the entrance and exit not be off Dunlap if the project is done.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to adjourn into Executive Session at 6:36 p.m. to discuss litigation and personnel. Commissioner Henry Craig seconded the motion and it passed unanimously.

RECONVENE REGULAR MEETING

Commissioner Henry Craig made a motion to reopen the Regular Meeting at 7:23 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

AMENDMENT TO AGENDA

Commissioner Henry Craig made a motion to amend the Agenda to add the adoption of a settlement agreement with DBHDD and Commissioner Kevin Tanner. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE / FISCAL MATTERS

Mutual Settlement Agreement and Fire Station Rental Agreement

Commissioner Henry Craig stated the County had filed a lawsuit to enforce an Intergovernmental Agreement with the State to receive payments for fire protection services to the Central State Hospital. Commissioner Craig made a motion to approve the Mutual Settlement Agreement and Fire Station Rental Agreement as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

A copy of the Mutual Settlement Agreement and the Fire Station Rental Agreement is on file in the Commissioners' Office.

Commissioner Emily Davis made a motion to direct County staff to earmark settlement funds for fire protection and emergency response purposes. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the meeting at 7:35 p.m. Commissioner Sammy seconded the motion and it passed unanimously.

Respectfully submitted,

John H. Westmoreland Chairman

Cynthia K. Cunningham County Clerk



BALDWIN COUNTY WORK SESSION

May 23, 2024 1601 N Columbia St, Suite 240 1:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis John Westmoreland Kendrick Butts Sammy Hall Henry Craig

OTHERS PRESENT

Laura Mathis
Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair John Westmoreland called the Work Session to order at 1:00 p.m. He welcomed everyone to the meeting and asked Commissioner Henry Craig to make opening remarks.

OPENING REMARKS

Commissioner Henry Craig stated that during his term as President of ACCG when he traveled across the State he compared everyone against Baldwin County. He said most counties used shorter strategic planning cycles. He thinks Baldwin County's strategic plan is too broad and should be narrowed to focus on a shorter time period with more emphasis on certain areas.

ADMINISTRATIVE / FISCAL MATTERS

Terms Of Engagement For Work Session

Ms. Laura Mathis, Executive Director of the Middle Georgia Regional Commission stated the comprehensive plan is a great foundation for planning for counties. She stated she would like to discuss an overview of the comprehensive plan; strategies to utilize the plan and Commissioners' priorities for 2024.

Overview of Comprehensive Plan

Ms. Mathis discussed the regulations and mandated components of the comprehensive plan as outlined in the Georgia Planning Act. She stated each county must have an approved comprehensive plan in order to be a Qualified Local Government which enables the county to receive federal and state funding.

Ms. Mathis stated the plan is a joint plan with the City of Milledgeville. She discussed the vision statement of the Plan and each component of the Community Work Program, their goals and needs / opportunities. She stated components are Economic Development; Housing; Natural and Cultural Resources; Community Facilities and Services; Land Use; Transportation and Broadband Services.

Commissioners discussed Housing component activities and Plan First designation which allows counties to apply each year for CDBG grants. Commissioners asked if Plan First designation requires zoning. Ms. Mathis responded that Baldwin County Land Use Codes currently in place are acceptable to the State; however, Plan First must have zoning.

Ms. Mathis reported the Comprehensive Plan can be amended at any time. The plan can be reviewed to eliminate activities or add activities that may not have been considered when the plan was developed. Commissioners stated they felt the plan's work activities should be reviewed periodically and activities prioritized to address what they feel is most important at that period in time.

Commissioners said there are many grant opportunities available to counties; however, all grants should not be pursued. They stated Commissioners need to agree on what grants should be applied for, whether the county has a project to utilize grant funds and whether the county has required matching funds. Ms. Mathis stated that everything the county does should be consistent with the Comprehensive Plan.

She stated strategic plans address a shorter time frame and are very focused on what the government is going to do in a specific period of time. Activities should be prioritized. Regular reviews of the work program, SPLOST projects, T-SPLOST projects and grants should be held to be certain of funding and sources of that funding.

Ms. Mathis asked each participant to go through the 2023 - 2028 Community Work Program and designate whether they felt time should be spent on an activity or not or if an activity should be eliminated or put on hold for later consideration. Once completed, each person reported on activities they felt should be a priority.

Commissioner Hall discussed the need to update the Land Use Codes to make them more stringent. Commissioner Craig stated he felt the Land Use Codes do not provide what the county needs. He stated as long as a development meets setbacks, you can put anything anywhere. Mr. Tobar stated work has been done on district-based development; however, work has been paused on this project. Commissioners stated they want to see the language / descriptions that goes with the map before further consideration.

Everyone stated what they felt their main priority is at this time. These included land use updates, millage rate, budgeting, more attention to services provided by the county; real time crime center, technology, Central State Hospital buildings, grant strategy and matching requirements, education of community regarding tax assessment, elimination of TAN, essential personnel and costs associated with extra personnel. In conclusion, the major focus at this time is providing documentation for district-based land use code.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Work Session at 4:50 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

Respectfully submitted,

John H. Westmoreland Chairman

Cynthia K. Cunningham County Clerk



OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

In all criminal prosecutions, the accused shall enjoy the right ... to the assistance of counsel for his defense.

U.S. Constitution, Amendment VI

Milledgeville Office:

John Bradley, CPD
Sheri Smith, APD
Claudia Mitcham, APD
Keri Thompson, APD
Bethany BegnaudStroberg, Attorney,
Juvenile Court
Sherri Marshburn,
Administrative Assistant
Nancy Gordon
Administrative Assistant

P.O. Box 1429 Milledgeville, GA 31059 Ph. (478)445-8100 Fax (478)445-8111

Gray Office:

Kevin D. Ströberg, Chief APD Thomas O'Donnell, APD Leonard D. Myers, Jr.,APD Tamara Myrick, Administrative Assistant

P.O. Box 747 Gray, GA 31032 Ph. (478)986-6185 Fax (478)986-6359

Greensboro Office:

Charles Taylor, APD Ryan Marks, APD Brett Colbert, Administrative Assistant

113 N Main Street Greensboro, GA 30642 Ph. (706)454-7012 Fax (706)454-1204 May 21, 2024

Ms. Dawn Hudson Assistant County Manager Baldwin County Board of Commissioners 1601 N. Columbia St, Suite 230 Milledgeville, Georgia 31061

Re: Public Defender Budget FY 2025
Increase for Representation in Baldwin State Court

Hi Ms. Hudson,

Attached is the budget for the Public Defender's Office for FY 2025 which runs from July 1, 2024 to June 30, 2025. We are seeking an increase in the amount Baldwin County pays for the Public Defender's Office to represent clients in Baldwin State Court. For years the cost to the County has been \$39,300 annually. This year we will represent close to 750 indigent defendants in Baldwin State Court. We are requesting an increase from \$39,300 to \$150,000 for Baldwin State Court. This amount will go toward the cost of a full-time attorney in State Court plus a part-time administrative assistant.

This increase is offset some by an adjustment based on the census. Baldwin County's percentage for the total circuit cost for Public Defender representation in Superior Court and Juvenile Court has decreased from 28.16% to 25.30%.

The cost to Baldwin County for FY 25 totals \$312,184.32 with monthly payments of \$26,015.36. This includes \$162,184.32 for representation of indigent defendants in Baldwin Superior Court and Baldwin Juvenile Court and \$150,000 for representation of indigent defendants in Baldwin State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2025. Once the contract is signed please return to me at P.O. Box 1429, Milledgeville, Georgia 31059 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. My thanks to Baldwin County for continued support and assistance.

Sincerely,

John H. Bradley

Circuit Public Defender

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2024 - June 30, 2025

Item 4.

COUNTY FUNDED - Public Defender and Assistants							
Name # Salaries		Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
Maine # Sai	Salarica	7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	I Otal	
TOTAL:	5	\$ 383,040.00	\$ 29,302.56	\$ 124,526.30	\$ 112,820.60	\$ 155.00	\$ 649,844.47

COUNTY FUNDED - Public Defender Administrative								
Name # Sala		Salaries	FICA	Retirement	Health Insurance	Unemployment	Total	
IVAINC	"	Salaries	Salaries	7.65% of Salary	32.51% of Salary	29.454% of Salary	\$31 per Position	10(3)
TOTAL:	2	\$ _83,720.00	\$ 6,404.58	\$ 27,217.37	\$ 24,658.89	\$ 62.00	\$ 142,062.84	

COUNTY FUNDED - Office Expenditures					
		P	er Month		Annual
Postage	*	\$	182.41	\$	2,188.97
Printing, Publications, & Media	*	\$	152.01	\$	1,824.14
Supplies & Materials	*	\$	811.44	\$	9,737.24
Repairs & Maintenance	*	S	273.62	S	3,283.45
Rents Other than Real Estate		S	622.49	\$	7,469.94
Other Operating		S	486.44	\$	5,837.24
Real Estate Rentals	*	S	2,400.00	S	28,800.00
Professional Services	*	S	277.01	\$	3,324.14
Telecommunications (GTA)	*	S	194.57	\$	2,334.90
Telecommunications (AT&T, etc)		S	652.90	\$	7,834.77
Legal Resources	*	S	250.00	\$	3,000.00
TOTAL:		\$	6,302.90	\$	75,634.78

TOTAL EXPENDITURES					
		35	Personnel	3380	Operating
Public Defender and Assistants	*	S	649,844.47		
Public Defender Administrative		S	142,062.84		
LESS: FY 24 Rollover	ļ	\$	(63,644.54)		
5% Administrative Fee	*	S	39,595.37		
Office Expenditures	*	1		\$	75,634.78
4% Administrative Fee	*	1		\$	3,025.39
LESS: FY 24 Rollover		1		\$	(4,500.00)
TOTAL:		\$	767,858.13	\$	74,160.17

Total Personnel (without \$200,950 offset)

Total Operating Contract

W	ithout Offset	238	With Offset
\$	566,908.13	\$	767,858.13
\$	74,160.17	\$	74,160.17
\$	641,068.30	\$	842,018.30

BREAKDOWN BY COUNTY					
		3/800	Monthly	-	Annual
Baldwin	25.30%	S	26,015.36	S	312,184.32
Greene	12.08%	S	6.853.71	\$	82,244.54
Hancock	5,06%	S	2,702.08	\$	32,424.90
Jasper	9,59%	\$	5,124.79	\$	61,497.44
Jones	16.89%	\$	9,743.01	\$	116,916.14
Morgan	12.51%	\$	6,683.56	\$	80,202.68
Putnam	13.48%	\$	10,328.35	\$	123,940.26
Wilkinson	5.09%	\$	2,717.34	\$	32,608.03
CIRCUIT WIDE TOTAL:	100%	\$	70,168.19	\$	842,018.31

BREAKDOWN BY COUNTY (Personnel)					
		III)	Monthly		Annual
Baldwin	25.30%	S	24,451.87	\$	293,422.48
Greene	12.08%	\$	6,107.13	\$	73,285.59
Hancock	5.06%	\$	2,389.49	S	28,673.92
Jasper	9.59%	S	4,531.94	\$	54,383.28
Jones	16.89%	\$	8,699.31	S	104,391.68
Morgan	12.51%	\$	5,910.39	\$	70,924.66
Putnam	13.48%	\$	9,495.05	\$	113,940.65
Wilkinson	5.09%	\$	2,402.99	\$	28,835.86
CIRCUIT WIDE TOTAL:	100%	S	63,988.18	S	767,858.13

BREAKDOW	N BY COUNT	Y (C	perating)		
			Monthly	100	Annual
Baldwin	25.30%	\$	1,563.49	\$	18,761.83
Greene	12.08%	S	746.58	S	8,958.95
Hancock	5.06%	\$	312.58	\$	3,750.98
Jasper	9.59%	\$	592.85	\$	7,114.16
Jones	16.89%	\$	1,043.71	\$	12,524.46
Morgan	12-51%	\$	773.17	\$	9,278.02
Putnam	13.48%	\$	833,30	S	9,999.60
Wilkinson	5.09%	S	314.35	S	3,772.17
CIRCUIT WIDE TOTAL:	100%	5	6,180.01	5	74,160.18

OFFSET FUNDS				
County/City	Amount			
Baldwin	\$ 150,000.00			
Greene	\$ 4,800.00			
Jones	\$ 8,650.00			
Putnam	\$ 37,500.00			
Total	\$ 200,950.00			
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^{*}Includes salary, benefits and 5% admin fee

ROLLO	VER:	FY 24 ⇒ F	Y 25
County	400	Amount	%
Baldwin	\$	19,954.90	31.35%
Greene	\$	6,088.13	9.57%
Hancock	\$	3,308.84	5.20%
Jasper	\$	4,874.99	7.66%
Jones	\$	10,919.77	17.16%
Morgan	S	6,264.59	9.84%
Putnam	\$	8,878.91	13.95%
Wilkinson	\$	3,354.40	5.27%
Total	S	63,644.54	100.00%

ROLLOVER: FY 24 ⇒ FY 25					
County		Amount	%		
Baldwin	S	1,410.91	31.35%		
Greene	\$	430.46	9.57%		
Hancock	S	233.95	5.20%		
Jasper	\$	344.69	7.66%		
Jones	\$	772.08	17.16%		
Morgan	\$	442.94	9.84%		
Putnam	\$	627.78	13.95%		
Wilkinson	\$	237.17	5.27%		
Total	\$	4,500.00	100.00%		

Initials:	Item 5.
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HANGAR M-6

GROUND LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this $_$	day of	, 2024, by
and between Baldwin County, Georgia, a political subc	livision of the Sta	te of Georgia, of the
first part, herein called "The Lessor", and H&H AMG, L	LC of the State of	Georgia, of the
second part, herein called "The Lessee".		

WITNESETH:

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said The Lessor does hereby rent and lease to The Lessee, and The Lessee does hereby rent and lease from The Lessor, the parcel of land designated as M-6 in the attached "Exhibit A", together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

- **1. TERM.** The base term of this lease is for a period of Twenty (20) years commencing on the first day of June 2024, and ending on June 30, 2044, unless terminated as provided herein. After the base term, The Lessor shall have the option of:
- a. Terminate this lease and purchasing the improvements located thereon for the fair market value in which case this ground lease shall terminate at that time and Lessee shall execute in favor of Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to Lessor; or
- b. Negotiate a new lease for an additional one ten-year (10) option for a fee to be agreed upon between the parties.
- 2. BUILDINGS AND LAND. The Lessee covenants and agrees to maintain the existing building (ML6) constructed upon the leased land, during the term of this lease, as an aircraft hangar being generally described as 60 FEET LONG AND 60 FEET WIDE for an approximate square footage of 3,600 SQUARE FEET plus a TEN (10) FOOT WIDE BUFFER around the building for a TOTAL SQUARE FOOTAGE of 6,400 SQUARE FEET. The Lessee further agrees to maintain the paved entry pad area at his/her expense.
- **3. RENTS.** The Lessee shall pay to The Lessor, during the term of this lease, as monthly rental, in advance, on or before the first day of each and every month of the term of this lease the sum of (@\$.07/sq. ft x 6,400 sq. ft. = \$448/mo.) for the first five years and at a rate of (\$.07/sq. ft. x 6,400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date.

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Initials: _____

- **4. UTILITIES.** The Lessee shall pay for all installation, maintenance and monthly service for water, electricity, gas, or other utilities used on said premises. The Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises.
- **5. MAINTENANCE.** The Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. The Lessee, at its cost and expense, shall always maintain the leased premises in as good a condition as when received by The Lessee, and shall maintain the existing building to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, The Lessee shall surrender the premises to The Lessor in as good or better condition as when received by The Lessee, excepting only normal wear.
- **6. USE.** Said premises shall be used as an aircraft hangar for aircraft storage. The Lessee must house plane(s) in the hangar that are registered and based at The Baldwin County Regional Airport. If The Lessee fails to have a based aircraft in the hangar for more than 3 months, a surcharge, in addition to the lease payments, of two (2) percent of the hangar valuation will be collected. The surcharge may be waived by The County if The Lessee demonstrates they are actively involved to acquire a replacement airplane. The Lessee will be permitted to rent aircraft space in the building as needed. The Lessee may utilize the services of the FBO as a rental agent upon agreement with the FBO for services rendered. The Lessee shall notify The Lessor of the details of such agent agreement. The Lessee may sublease space to a commercial enterprise with approval of The Lessor. The Lessee shall provide a copy of the proposed sublease for review prior to execution. The premises shall not be used for any commercial purpose without the prior expressed written consent of The Lessor. The Lessee shall pay The Lessor, at the end of each year, 5% of the yearly total income received from rental by non-based aircraft and/or a commercial enterprise. The hangar shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. The Lessee shall be responsible to assure any sublease tenants comply with the attached "Exhibit B", FAA Policy on the Non-aeronautical Use of Airport Hangars.
- 7. HOLD HARMLESS/ INSURANCE. At all times during the lease term, The Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to The Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with The Lessor and Fixed Based Operator named as additional insured. In satisfaction of the foregoing requirements, The Lessee shall furnish to The Lessor by delivery to the County Manager, Certificates of all insurance required by this Section,

Initials	•	

with each policy to provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to The Lessor and The Lessee. The Lessee agrees further to indemnify and save harmless The Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by The Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of The Lessee, its officers, agents, or employees or their successors or assigns otherwise. The Lessee further agrees to pay all expenses in defending against any claims made against The Lessor, provided however, that The Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of The Lessor, its agents, or employees. The Lessee shall give to The Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage.

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

Upon the exercise of either of said options by The Lessor, The Lessee will at once surrender possession of the premises and remove all The Lessee's effects therefrom; and The Lessor

may forthwith re-enter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort. No termination of the term hereof shall affect The Lessor's right to collect rent for the period prior to termination.

- **10. ASSIGNMENTS.** The Lessee may not, without the prior written consent of The Lessor, sublet the premises or any part thereof or assign this lease or any interest or rights hereunder. Upon written consent of the Lessor, the Lessee may sublet said premises or any part thereof or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations, and ordinances affecting all tenants, licensees, and invitees of The Lessor's properties; provided, however, that The Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.
- **11. ALTERATIONS.** It is hereby agreed that during the term of this lease and any extension thereof, The Lessee shall be allowed to make necessary alterations and changes to the building constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and / or proposed paint color, are submitted to The Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance.
- **12. ATTORNEYS' FEES.** If either party is required to take legal action to enforce or attempt to enforce any provision of this lease, then the party prevailing in said proceeding shall pay to the other party reasonable attorney's fees incurred in said action. What constitutes reasonable attorneys' fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.
- **13. WAIVERS.** No failure of The Lessor to exercise any power given The Lessor hereunder, or to insist upon strict compliance by The Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The Lessor's right to demand exact compliance with the terms hereof.
- **14. TIME.** Time is of the essence of this agreement.
- **15. RELATIONSHIP.** This contract shall create the relationship of landlord and tenant between The Lessor and The Lessee; no estate shall pass out of The Lessor; The Lessee shall have only a usufruct, not subject to levy or sale.
- **16. CUMULATIVE RIGHTS**. All rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this lease by operation of law or by implication.

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

ATTENTION: KEVIN POPE H&H AMG, LLC 166 LAWRENCE RD NW MILLEDGEVILLE, GA 31061

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

COUNTY MANAGER
BALDWIN COUNTY, GEORGIA
BALDWIN COUNTY GOVERNMENT BUILDING
1601 NORTH COLUMBIA STREET
SUITE 230
MILLEDGEVILLE, GA 31061

18. MISCELLANEOUS

- (a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.
- (b) All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.
- (c) This Lease represents the entire agreement between the Lessor and Lessee hereto and there are no collateral or oral agreements or understandings between the Lessor and Lessee with respect to the existing building (M-6). No rights, easements, or licenses are acquired in the existing building (M-6) or any land adjacent thereto by implication or otherwise, except as expressly set forth herein. This Lease shall not be modified in any manner except by an instrument in writing executed by the Lessor and Lessee and duly adopted by the Baldwin County Board of Commissioners. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Lessor or Lessee.
- (d) If any provision of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable

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and to preserve to the extent possible the intent of the parties as set forth herein. This Lease is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.

(e) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Lease, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

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



Item 5.

Initials: _____

BALDWIN COUNTY, GEORGIA
BY:
Its: Chair, Baldwin County Board of Commissioners
H&H AMG, LLC
BY:
Its:
Signed, sealed, and delivered.
This day of 2024
In the presence of:
Witness
Notary Public {SEAL}
My Commission expires:

Item 5.

EXHIBIT A



EXHIBIT B



38906

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

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

(m) Related Information

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency Airworthiness Directive 2014—0255, dated November 25, 2014, for related information. This MCAI may be found in the AD docket on the Internet at http://www.regulations.gov by searching for and locating Docket No. FAA— 2015—7524.

(n) Material Incorporated by Reference

- (1) The Director of the Federal Register approved the incorporation by reference (IBR) of the service information listed in this paragraph under 5 U.S.C. 552(a) and 1 CFR nart 51.
- (2) You must use this service information as applicable to do the actions required by this AD, unless this AD specifies otherwise.
- (3) The following service information was approved for IBR on July 20, 2016.
- (i) Saab Service Bulletin 2000–38–011, dated October 22, 2014.
- (ii) Reserved.
- (4) The following service information was approved for IBR on September 9, 2014 (79 FR 45337, August 5, 2014).
- (i) Saab Service Bulletin 2000–38–010, dated July 12, 2013.
- (ii) Saab Service Newsletter SN 2000–1304, Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034324, Issue A, dated September 9, 2013.
- (5) For service information identified in this AD, centact Saab AB, Saab Aeronautics SE-584 88, Linköping, Sweden; telephone +46 43 18 5591; fax +46 13 18 5917; ax +46 13 18 4874; email saab347iechsuppor@saabgroup.com, internet http://www.saabgroup.com
- (6) You may view this service information at the EAA, Transport Airplane Directorate, 1801 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425–227–1221.

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

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

Michael Kaszycki,

Acting Manager, Transport Airplane Directorate, Aircraft Certification Service. [FR Doc. 2016–13740 Filed 6–14–16; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Chapter I

[Docket No. FAA 2014-0463]

Policy on the Non-Aeronautical Use of Airport Hangars

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

ACTION: Notice of final policy.

SUMMARY: This action clarifies the FAA's policy regarding storage of non aeronautical items in airport fa designated for aeronautical nder Federal law, airport operate that have accepted federal grants those that have obligations contained in property deeds for property tran d under various Federal laws such Surplus Property Act general airport property only for aviat related purposes unless otherwi d by the FAA. In some cas airports have allowed non-aeronautic storag <mark>s in som</mark>e hangars r aeronautical use, which the and to interfere with or intende FAA has entirely displace aeronau hangar. At ame time, the F recognizes the at storage of sed for a hangar that herwi ircraft storage o effect on e aeronautical utility of the hangar. is action also amends the definition e aeronautical aeronautical use to include built aircraft nstruction of ama vides addition l guidance on non-aeron cal use of a hangar.

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

FOR FURTHER INFORMATION CONTACT:

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

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

- (1) Searching the Federal eRulemaking portal (http://www.faa.gov/regulations/search)
- www.faa.gov/regulations/search); (2) Visiting FAA's Regulations and Policies Web page at (http:// www.faa.gov/regulations_policies); or
- (3) Accessing the Government Printing Office's Web page at (http://www.gpoaccess.gov/index.html).
- You can also get a copy by sending a request to the Federal Aviation

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

SUPPLEMENTARY INFORMATION:

Authority for the Policy: This document is published under the authority described in Title 49 of the finited States Code, Subtitle VII, part B, chapter 171, section 47122(a).

Background

Airport Sponsor Obligations

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

Airport sponsors that have accepted grants under the Airport Improvement Program (AIP) have agreed to comply th certain Federal policies included ch AIP grant agreement as sponsor urances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97–248), as amended and recodified at 49 United States Codes (U.S.C.) 107(a)(1), and the contractual sponsor assurances require that the airport sponsor make the airport available for aviation use. Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to make the airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19. Operation and Maintenance, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for airport purposes. In some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

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

¹The terms "non-aviation" and "non-aeronautical" are used interchangeably in this

aviation commercial uses that could be conducted off airport property.

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

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

Plans, Chapter 10.
Clearly identifying non-aeronautica facilities not only keeps aeron facilities available for aviate also assures that the airport receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AAIA re airport revenues be used to requires that airport purposes, and that the airport a fee structure that makes the a ng as possible. 45 C.E. (A) and (b)(1). The FAA self-sustai Department of Transportation Offi the Inspector General interpreted these statutory equire that non-aviation active ities on airport be charged a fair mar ate se of airport facilities rather onautical rate. See FAA P the aer edures Concerning the I and Proc Airport Rev nue, (64 FR 7696, 7 1999) (FAA Rever February 16, Policy).

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

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

FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for us for aeronautical activities. If the presence of non-aeronautical items i hangar does not interfere with 🖠 obligations, then the FAA wil rally those items not consider the presence to constitute a violation of the sponsor's rport has unused obligations. When an hangars and low aviat emand, a sponsor can request the pproval for interim non-aeronautic hangars, until demand exists hangars for an aeronautical pury Aeronautical use must take priorit commodated over non-aeronal be acc the rental rate would be use, n-aeronautical use. The higher to charge a fair sponsor requirec market comp ercial rent hangar rental or use for nonaeronautical pu poses. (64

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

The Notice of Proposed Policy

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

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

• The FAA should not regulate the

 The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.

• While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be showed.

Discussion of Comments and Final

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

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

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

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

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

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

owned hangars.
Response: The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airfield taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that co with that land in return for the benefits of the location. The tenant pays the sponsor e of the affect the hangar or the land do agreement between th and the sponsor that the land be aeronautical purposes. (In ct. most hangar owners do not have fe ownership of the property; typi airport s rt to owners r upon expiration term). An airport e to apply different rule nangars owned by the spon to privately constructed t the obligations of the spon rances and therefore the ba policies on aeronautical use state this notice, will apply to both. 3. *Comment: Commenters belie*

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

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

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

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

Respons response final policy deletes th comments. criteria of "in idental" or use and simpl quire nonviation storage langar not interfere th movement aircraft in or out of hangar, or im<mark>pede</mark> access to other onautical conte<mark>nts c</mark> the hangar. The licy lists specific conditions that be considered interfere with nautical use. Store nonaeronautical items would be considered to interfere with aviation use if they:

Impede the inevenent of the

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

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

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

Response: At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to ma of the hangars to generate for the airport, as long as the ngar capacity can be recovered on relatively short notice for aeronautical needed. See Order 5190.6B, paragraph 22 6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission. hich allows month-tomonth leases of vacant hangars for any purpose until a requ est for aeronautical use is received. The final policy requires that a sponsor request FAA approval ilar leasing fore implementing a sim

plen:
• The airport sponsor may request
FAA approval of a leasing plan for the
lease of vacant hangars for nonaeronautical use on a month-to-month

• The plan may be implemented only when there is no current aviation demand for the vacant hangars.

- Neases must require the nonaeronautical tenant to vacate the hangar
 30 days' notice, to allow aeronautical use when a request is received.
 Once the plan is approved, the
- Once the plan is approved, the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval.
 The agency believes this will allow

The agency believes this will allow airports to obtain some financial benefit from vacant hangars no, while allowing the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.

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

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

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

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

8. Comment: Commenter states it

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

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

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

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

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

red in the hangar. Response: The FAA assume lease terms would incl reasonable accommodation for this purpor e and other reasons a han might be empty for some period including t ie aircraft being in us another location for maintenan reasons for temporary hangar <mark>vacan</mark>cy for and appropriate ' per various events depen on local needs and lease policies, and he PAA has not included any special provision for grace periods in the final policy.

11. Comment: Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

benefits of an airport community.

Response: The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas.

The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. Comment: Commenters, includin

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

Response: The FAA h consistently held that the need for an a hangai in manufacturing or building arises at the time the componer aircraft are assembled into a comp ft. Prior to that stage, compone aircra mbled off-airport in smalle s determination has been can b spaces o both commercial aircraft uring as well as homebuilding applied manufacturing as well a l aircraft.

of experimenta A large major ity of the m ed on 2,400 public omments r onstruction notice argued that aircr aeronautical activity. zes that the any stage is an aer e FAA recogni struction of am<mark>ateu</mark>r-built aircraft liffers from large-se commercial r<u>cra</u>ft manufacturi<mark>ng. It</mark> may be more or those con ting amateur built or kit-built aircraft of find alternative space for construction or a means to ultimately transport completed arge aircraft components to the airport final assembly, and ultimately for s to taxiways for operation. commenters stated that in many cases

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

Accordingly, the FAA will consider

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

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a le time. The FAA's policy with reason t to commercial aircraft ufacturing remains unchanged. Comment: Commenter suggests the time that an inoperable aircraft stored in a hangar should be clarifie uuse repairs can sometimes of inactivity. involve pe

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

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

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

Final Policy

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

Use of Aeronautical Land and Facilities Applicability

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

I. General

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

II. Standards for Aeronautical Use of Hangars

- a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.
- b. Aeronautical uses for hangars include:
- 1. Storage of active aircraft
 2. Final assembly of aircraft under construction.
- 3. Non-commercial construction of amateur-built or kit-built aircraft.
- 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- 5. Storage of aircraft handling equipment, e.g., towhers, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit nonaeronautical items to be stored in hangars provided the items do not

interfere with the aeronautical use of the hangar.

- hangar.
 d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:
- 1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
- 2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
- 3. Impede access to aircraft or other aeronautical contents of the hangar.
- 4. Are used for the conduct of a non aeronautical business or municipal agency function from the hangar (including storage of inventory)
- 5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.
- e. Hangars may not be residence, with a limited e ion for sponsors providing an on-air residence for a full-time airpor manager, watchman, or airport operations staff for remotely located FAA differentiates airpo al pilot resting facility or betwee a typical p quarters ve sus a hangar aircrew residence angar hor are design be used for overnigl and/or restin eriods for aircre not as a perm at or ev der 5190.6B residence. *See* aragraph 20.50
- f. This policy applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is pade available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.

III. Approval for Non-Aeronautical Use of Hangars

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

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

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

A approval of a month-to-month leasing plan: An airport sponsor may obtain advance written approval monthto-month leasing plan for nonaeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for ant hangars, the airport sponsor may luest FAA approval of a leasing plan the lease of vacant hangars for noneronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on O-day notice. Once the plan is proved, the sponsor may lease vacant ngars on a 30-day notice basis out further FAA approval. If the airport sponsor receives a request for eronautical use of the hangar and no her suitable hangar space is available, the sponsor will notify the month-tomonth tenant that it must vacate.

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

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

IV. Use of Hangars for Construction of an Aircraft

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

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

V. No Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows some incidental storage of nonaeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store nonaeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas wh enacting rules regarding han In some cases, permitting incidental non-aeronaut tems in hangars could inhibit he sponsor's ability to meet obligation sociated with Grant Assurance 19 ations and Maintenance. To avoid s of discrimination, sponsors show consistent rules for incidental st facilities at the airport. nsure that taxiway unways are not used ular transport of suc ed for the items to or from the hangars.

VI. Sponsor Compliance Actions

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

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

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized. d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

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

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

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

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis.

[FR Doc. 2016–14133 Filed 6–14–16, 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

21 CFR Parts 660, 801, and 809 [Docket No. FDA-2013-N-0125]

Use of Symbols in Labeling

AGENCY: Food and Drug Administration, HHS.

CTION: Final rule.

NN 0910-AG74

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

DATES: This rule is effective September 13, 2016.

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

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

SUPPLEMENTARY INFORMATION:

Executive Summary

Purpose of the Regulatory Action

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

Summary of the Major Provisions of the Regulatory Action in Question

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



PRELIMINARY ENGINEERING REPORT

FOR

SIBLEY SMITH INDUSTRIAL PARK PHASE 1 ROAD EXTENSION

PREPARED FOR:

DEVELOPMENT AUTHORITY OF THE CITY OF MILLEDGEVILLE & BALDWIN COUNTY



MAY 2024

J-25896.0001

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Wetlands Map	Exhibit D
FEMA FLOOD ZONE MAP	Ехнівіт Е
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Typical Section	Ехнівіт G
GDOT SUPPORT LETTER – GRAD APPLICATION	Ехнівіт Н



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EXECUTIVE SUMMARY

Sibley Smith Industrial Park is located in Baldwin County, Georgia south of Milledgeville. The entire 1,643 acres of the Sibley Smith Industrial Park is owned fee simple by the Development Authority of the City of Milledgeville & Baldwin County (DAMBC). The park is located along US Hwy 441 bypass approximately 2 miles north of the intersection of US Hwy 441 business and the US Hwy 441 bypass. The property's beginning along US Hwy 441 bypass is at the intersection of the bypass with Norfolk Southern Railroad. The property lies along the west side of US Hwy 441 bypass going north from this intersection for approximately 1.2 miles until the intersection of Allen Memorial Drive SW.

US Hwy 441 provides a direct North/South route, to both I–16 and I–20. Nearby SR 540 provides an east/west route to Macon, Augusta, and beyond. Central location within the State, access to these established transportation corridors, along with direct access to Norfolk Southern main line rail, positions Sibley Smith Industrial Park ideally to support suppliers serving an array of industries, including traditional and electric automotive makers. Moreover, the park's ample space acts as a buffer against encroachment, leaving room for future expansion.

Below is a summary what Sibley Smith Industrial Park has to offer:

- **Rail Access:** Served by Norfolk Southern, facilitating efficient transportation.
- **Strategic Location**: Conveniently situated near Highway 441, ensuring easy connectivity.
- **Space for Growth:** Ample room for expansion, safeguarding against encroachment.
- **Ideal for Manufacturers**: From traditional to advanced industries, all are welcome.

The DAMBC is proposing to construct approximately 1,000 linear feet of the park entry road as an extension of the existing driveway curb cut on US HWY 441. The construction of this portion of the entry road would open economic development opportunities to development parcels with the Sibley Smith Industrial Park.

Details of park improvements are as follows:

• **Phase 1 Road (Proposed):** Install approximately 1,000 linear feet of four-lane asphalt road with a divided median consisting of the pavement section specified by the geotechnical engineer.

The total estimated construction cost for this road improvement project is approximately \$1,540,000.00 (please reference the Cost Opinion section for additional details).





Item 6.

SIBLEY SMITH INDUSTRIAL PARK PHASE 1 ROAD EXTENSION

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INTRODUCTION

Purpose & Scope

The Development Authority of the City of Milledgeville & Baldwin County is looking to attract new tenants to the Sibley Smith Industrial Park to help provide new jobs and economic benefits to the local community. DAMBC has answered dozens of RFIs over the past ten years and Sibley Smith has yet to be selected by a new tenant. Planning for infrastructure at the site is underway and will begin this year. A roadway into and through the park, connecting as many proposed sites as possible for development is critical. At the park's designated entrance, US 441 consists of four lanes, divided, with limited access. Median cuts, turning lanes, acceleration, and deceleration lanes are already in place. Funding is needed to carry the entryway into the property to serve sites for development within the park.

There is currently a critical need for job creation in the area. The scope of this report is to investigate and outline the existing conditions in the project area with respect to public infrastructure and to present improvements which will provide a cost-effective solution for infrastructure improvements to the site that will enable the creation of new jobs in the region, as well as improve the public safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, and innovation to the local community. The report will include information on design, permitting, agency coordination, alternatives reviewed, construction and funding options with the purpose being to provide necessary preliminary engineering and construction cost information for funding assistance.

Authorization

This report is presented on behalf and under the authority of the Development Authority of the City of Milledgeville & Baldwin County by Thomas & Hutton.

BACKGROUND Target Area

According to U.S. Census Bureau information, the population of Baldwin County in 2022 was 43,635, a 0.4% decrease over the 2020 population. From 2022 Census data, the median household income for Baldwin County is \$54,699 versus the state median income of \$61,497. Residents with income below the poverty level is 24.1% (14% statewide). The current average commute time for the local residents is 27 minutes. The Proposed Sibley Smith Industrial park will allow for future companies to locate and plant roots in this area and provide newer, high paying jobs to the local community closer to home in efforts to raise the poverty level.

The Sibley Smith Park in discussion is an industrial park located in Balwin County off Highway 441 (See attached Project Area Map – Exhibit A). The property in discussion is made up of





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three separate parcels which total approximately 1,643 acres. There are currently no developed sites on the property aside from a vacant single residential home site.

Site topography has varying grade changes with elevations ranging between 270 and 460 feet (see Exhibit B for USGS Quad Map) across the park. The existing site drains to onsite streams and wetlands which ultimately discharge to Camp Creek.

Predominant soils on the site consist of clayey soils near the surface which grade into sandy silts and silty sands with increasing depth. Partially weathered rock (PWR) was encountered in the area of the proposed entry road. Geotechnical investigations performed by Geotechnical & Environmental Consultants; Inc. indicated that groundwater was reached at a minimum depth of 22' in test locations. It is noted that groundwater is not anticipated to impact the development of the site. However, seasonal groundwater elevations may vary. Soils are suitable for site development, including clearing, excavation, and grading.

Using the best available information, it is our opinion that wetlands areas / jurisdictional features are located onsite (see Exhibit D Wetlands Map). There is not a current USACE jurisdictional determination in place for the Sibley Smith Industrial Park that defines the jurisdictional features in the area. The 100-year flood zone generally coincides with the wetland areas (see Exhibit E for FEMA Flood Zones). There is no plan to impact wetlands or flood zones with the proposed construction of the initial roadway extension project.

Existing Conditions

The park is bordered to the south by the Norfolk Southern Railroad. There are two lakes on the property, the larger being approximately 40 acres and the smaller approximately 8 acres. There is a vacant single–family residence on the property that has access off of US Hwy 441 bypass. That residence will be removed from the property at the time of development. There are two utility easements (power and gas) running north to south through the park along with an existing dirt road (Fox Hill Road). This road can be relocated and/or abandoned as the development of the site proceeds. There are existing residential neighborhoods to the north of the property. It is anticipated that buffers can be provided within the property to screen the site from the residential areas.

ROADWAYS

US HWY 441 is an existing 4-lane divided Highway that is located along the eastern boundary of the property. There is one existing median break access point on US HWY 441 into the property that is approximately 2,500 LF south of the intersection of Allen Memorial Drive and US HWY 441. The existing median break was constructed with both left and right turn lanes into the development as well as a southbound acceleration lane exiting the driveway. GDOT Support Letter for a previously approved Georgia Ready for Accelerated Development (GRAD) can be found as Exhibit H.





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STORM WATER

The new proposed developments and road extension will have their own stormwater management systems. The final layout of these stormwater management systems will depend on final site plans from various tenants locating to this park.

WATER AND SEWER

Thomas and Hutton has coordinated with the Baldwin County Water Department and they have indicated that they are committed to supporting the City of Milledgeville and Baldwin County Development Authority by providing water and sewer service to the Sibley Smith Industrial Park. Preliminary evaluation indicates that a new large diameter water line would need to be extended along Allen Memorial Drive from existing water tanks to the project site. Preliminary evaluation indicates that gravity sewer lines would be installed within the industrial park with a new sanitary lift station being installed on the SW corner of the parcel.

NATURAL GAS

Atlanta Gas Light is the natural gas service delivery provider for Sibley Smith Industrial Park. AGL has an existing 2" medium-high pressure steel main along Allen Memorial Drive as well as several other various gas mains in the area.

POWER

Georgia Power currently has 115kV lines that generally runs north/south through the site west of Fox Hill Road. Tri–County EMC can also provide power to the site.

EVALUATION OF ALTERNATES

Based on the statistics outlined previously in this report, Baldwin County is decreasing in population and still falls below statewide standards in median income and poverty level. With the growing demand for industrial sites in the southeast, the Sibley Smith Industrial Park could be a favorable location for future industrial development. The sites close proximity to major transportation routes, central location in the State, relatively close proximity to both Savannah, home of The Georgia Ports Authority, and Atlanta are all assets that make this site viable to economic development opportunities. These new opportunities for future development within the park provide good paying jobs to the local citizens and stimulate the local economy. Below are alternatives for the roadway construction project being proposed.

PHASE 1 - PARK ENTRY ROAD

Construct the site entry road at the location of the existing median break and driveway. By extending the entry drive into the property at this location, it will provide direct access to potential development parcels. There is no anticipated off-site land acquisition required for the project, as all property needed for road right of way is contained onsite.





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No Action Option

Access to development parcels within the site are currently limited. Consistently, DAMBC is receiving RFIs from Georgia Department of Economic Development (GADec), but without improvements to the existing driveway median break, there is insufficient roadway network to access potential development parcels within the site. The No-Action alternative is therefore not a feasible option without the potential consequence of losing more economic development projects and more potential jobs to the area.

The overall costs for road extension would be \$1,533,547.50

DESCRIPTION OF PROPOSED PROJECT

After a review of the options available for providing road improvements to serve the site, it is recommended that an entrance roadway be constructed from the existing curb cut on Highway 441. This will provide the most feasible and cost-effective method of providing service to the site.

Details of system improvements are detailed as follows:

- Road: construct approximately 1,000 linear feet of four-lane road with a raised median.
- **Drainage:** Storm water collection for the roadway will consist of roadside ditches to drain the roadway.

Final Design plans for the proposed Phase 1 Park Entry Road are not complete. As shown on Exhibit G – Typical Section for Road Improvements, the road will consist of a divided, raised median with (2) two inbound and outbound lanes with two–foot paved shoulders and roadside swales. Geotechnical testing of native material will be performed as the road is constructed to ensure a sound, serviceable facility with minimal future maintenance expense.

PERMITS & EASEMENTS

Engineer will prepare plans and specifications for review by Baldwin County, Georgia Environmental Protection Division, and the local National Resource Conservation Service office. Georgia Department of Community Affairs compliance requirements shall be included in all contract documents.

Using the best available GIS information, it is indicated that there are wetlands and or jurisdictional features adjacent to the site. It is anticipated a Nationwide Wetland Permit will be required from the US Army Corp of Engineers to impact approximately 70 linear feet of stream to extend an existing culvert.

Impacts due to storm water runoff are expected to be minimal. State and local storm water ordinances shall be followed for the design and installation of the drainage system for the





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proposed access road. Best Management Practices will be used as appropriate and required to control the impact of storm water runoff. No significant groundwater recharge areas, water supply watersheds, or protected river corridors exist within the development.

Detention and best management practices shall be accommodated the proposed storm drainage system, consisting predominantly of roadside ditches for the Road construction. Baldwin County, State, and Federal storm water ordinances will be followed in the design of the storm water system.

The project will include disturbance of soils over one acre and therefore a Notice of Intent with be filed and Soil Erosion Control permit approvals will be secured.

The approved plans, specifications and contract documents shall be advertised for proposals from licensed utility and road contractors in the area. The engineer shall provide periodic construction observation to verify the project is completed in substantial conformance with the approved plans and specifications.

Utility companies, such as power, telephone, etc. will be notified prior to starting construction and their input requested. It is not anticipated that utilities will need to be relocated within the construction area. DAMBC will coordinate the relocation of any conflicts should it be necessary. The proposed utilities shall be constructed within existing or new easements/rights-of-way.

Permits and Associated Costs:

- Baldwin County /Site Development Permit
- State of Georgia Portion NPDES Permit
- Georgia Soil & Water Conservation Commission Permit
- USACE Nationwide Wetland Permit

Operation & Maintenance Requirements, Responsible party

The right-of-way for the proposed road will be dedicated to Baldwin County. Therefore, they are responsible for maintenance and operation of streets within the proposed right-of-way from the existing US HWY 441 right of way to the limits of the proposed roadway extension. They have available staff, equipment, and expertise in maintaining these systems. The County is seeking other funding sources for extension of water and sewer utilities to the site. Operation of future utilities are to be maintained at the utility owner's expense.





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DETAILED PROJECT BUDGET - ENGINEER'S OPINION OF PROBABLE COST

		QUA	ANTITY	COST			
ITEM	DESCRIPTION	NUMBER OF UNITS	UNIT MEASURE	PER UNIT	ī	TOTAL COST	
Erosion C			ı	11	\$	28,000.00	
	Silt Fence – Sd1–NS	3,000	LF	\$ 4.00	\$	12,000.00	
	Construction Entrance	1	EA	\$ 10,000.00	\$	10,000.00	
	Grassing – Seed & Straw	4,000	SY	\$ 1.50	\$	6,000.00	
Clearing	& Mass Grading		ı	 .	\$	230,250.00	
	Strip Topsoil – To Stockpile	3,500	CY	\$ 4.00	\$	14,000.00	
	Topsoil – Respread Onsite	3,500	CY	\$ 5.00	\$	17,500.00	
	Onsite Cut/Fill – Road	15,000	CY	\$ 7.00	\$	105,000.00	
	Rock Blasting	3,750	CY	\$ 25.00	\$	93,750.00	
Storm Dro	inage				\$	60,000.00	
	Storm Pipe	200	LF	\$ 300.00	\$	60,000.00	
Paving &	Base				\$	479,000.00	
	Heavy Duty Asphalt	3,000	SY	\$ 85.00	\$	255,000.00	
	Graded Aggregate Base	3,000	SY	\$ 45.00	\$	135,000.00	
	Striping and Signage	1	LS	\$ 10,000.00	\$	10,000.00	
	Curb and Gutter – 24"	1,725	LF	\$ 40.00	\$	69,000.00	
	Testing	1	LS	\$ 10,000.00	\$	10,000.00	
Mobilizati					\$	39,862.50	
	Contractor Mobilization	5.00%	LS	\$ 797,250.00	\$	39,862.50	
Landscap	oing			"	\$	44,000.00	
	Trees	40	EA	\$ 500.00	\$	20,000.00	
	Grassing	4,000	SY	\$ 6.00	\$	24,000.00	
Miscellaneous Site Costs \$ 221,			221,575.00				
	Survey / Construction Staking	1	LS	\$ 30,000.00	\$	30,000.00	
	Industrial Park Signage	1	LS	\$ 125,000.00	\$	125,000.00	
	Wetland Mitigation – Perennial Stream Impacts	69	LF	\$ 675.00	\$	46,575.00	
	Nationwide Wetland Permitting	1	LS	\$ 20,000.00	\$	20,000.00	
TOTALS							
	SUBTOTAL:				\$	1,102,687.50	
	DESIGN:	10%		\$ 1,102,687.50	\$	110,268.75	
	GRANT ADMINISTRATION:	1	LS	\$ 65,000.00	\$	65,000.00	
	CONTINGENCY:	20.00%		\$ 1,277,956.25	\$	255,591.25	
				-11			





Item 6.

SIBLEY SMITH INDUSTRIAL PARK PHASE 1 ROAD EXTENSION

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FUNDING

The detailed Cost Opinion included within this report is based on a conceptual design and not full design. Therefore, 20% contingency is included in the overall estimate.

It is recommended that DAMBC apply for funding from GDOT under the LMIG program. Matching/additional funding may also be possible through collaboration with Baldwin County.

PROJECT SCHEDULE

The following is the estimated timetable for engineering design and construction.

<u>EVENT</u> <u>PROJECTED DAY</u>

Begin Design June 2024
Complete Design August 2024
Obtain Permits January 2025
Advertise for Proposals February 2025
Accept Proposals March 2025
Begin Construction April 2025

Complete Construction November 2025

Closeout December 2025

APPENDIX

PROJECT AREA MAP EXHIBIT A **USGS QUAD MAP** Ехнівіт В SOIL CLASSIFICATIONS MAP Ехнівіт С WETLANDS MAP EXHIBIT D FEMA FLOOD ZONE MAP EXHIBIT E MAP OF PROPOSED ROAD IMPROVEMENTS **EXHIBIT F** TYPICAL SECTIONS FOR ROAD IMPROVEMENTS **FXHIBIT** G GDOT SUPPORT LETTER - GRAD APPLICATION Ехнівіт Н







EXHIBIT A PROJECT AREA MAP

JOB # 25896.00010

MAY 2024





Project Area Map 04/07/2024

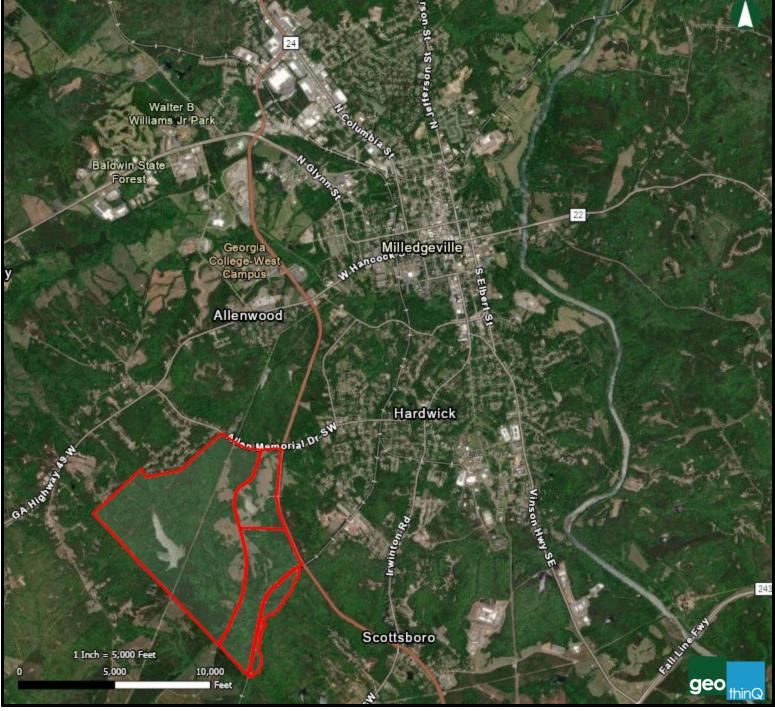




EXHIBIT B USGS QUAD MAP



Quad Map 04/07/2024

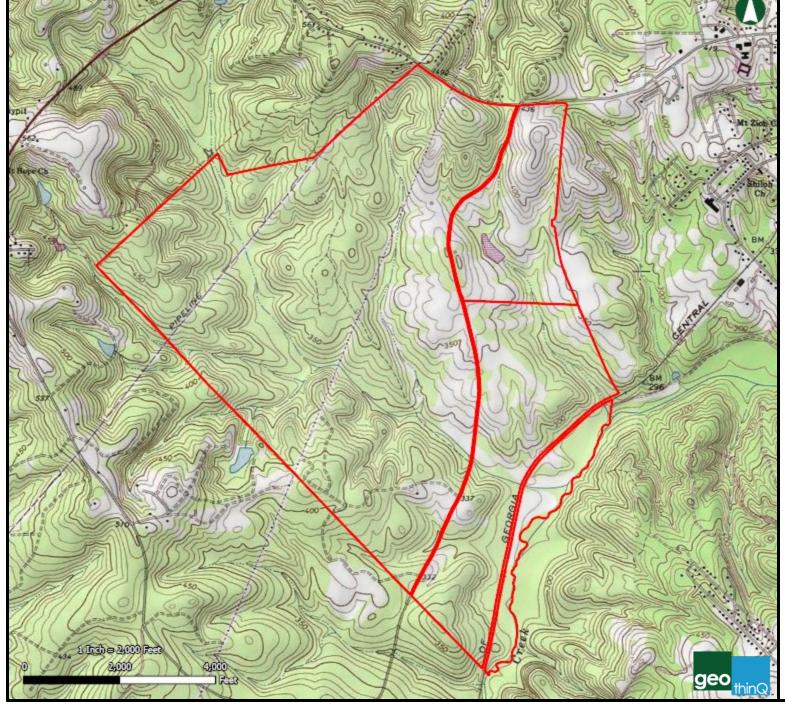




EXHIBIT C SOILS CLASSIFICATION MAP

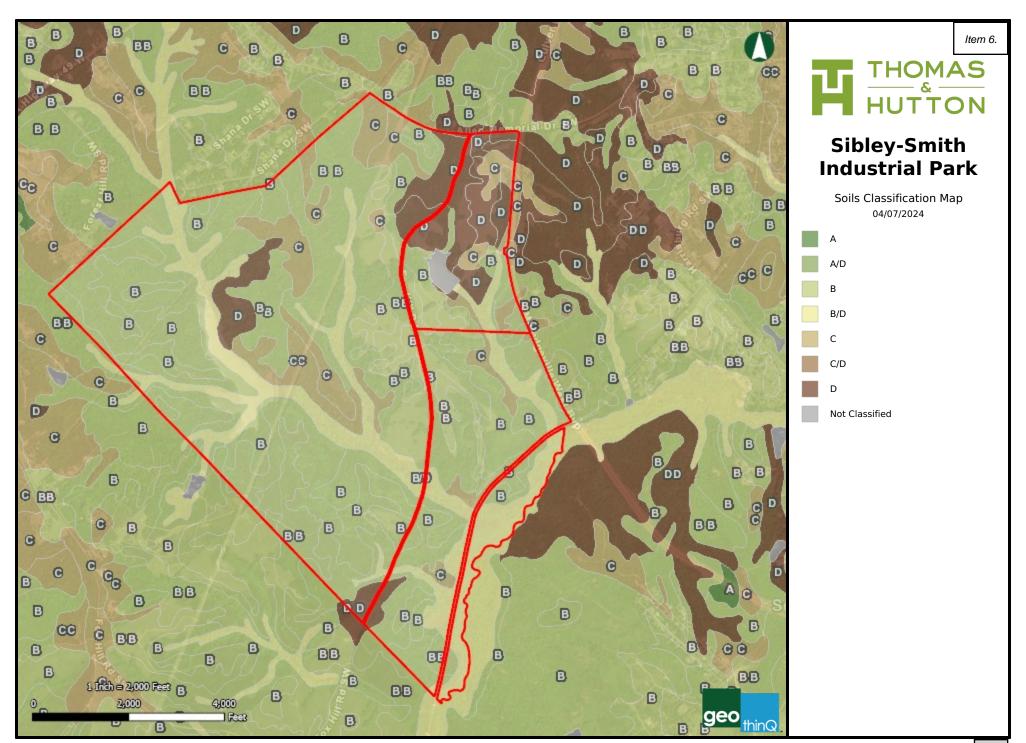




EXHIBIT D WETLANDS MAP





Wetlands Map 04/07/2024

Parcels

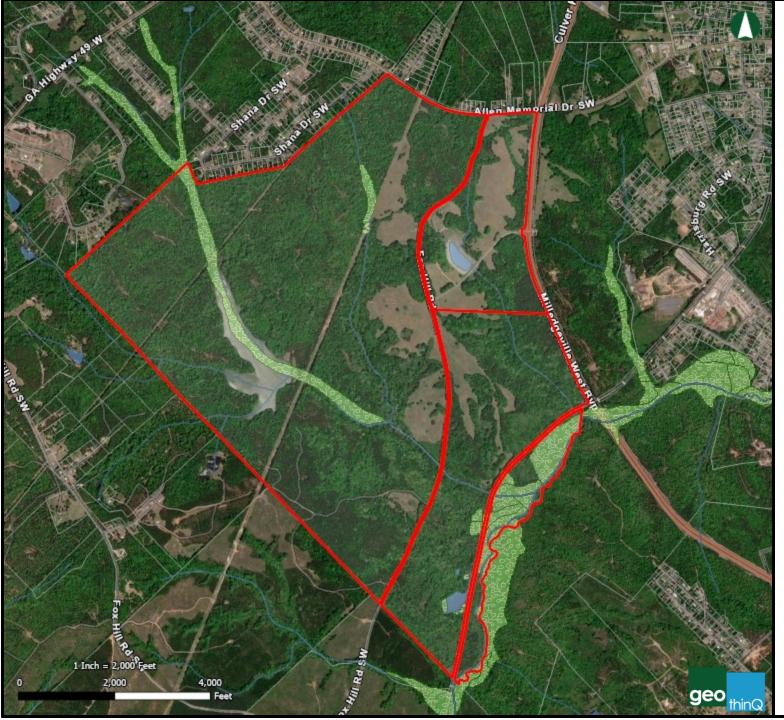
Forested Wetland

Non-Forested Wetland

Salt Marsh

Water

Water



This map was created using geothinQ | www.geothinQ.com | Mapping Smart Land Decisions



EXHIBIT E FEMA FLOOD ZONE MAP



FEMA Flood Map 04/07/2024

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

Area of Undetermined Flood Hazard

0.2% Annual Chance Flood Hazard

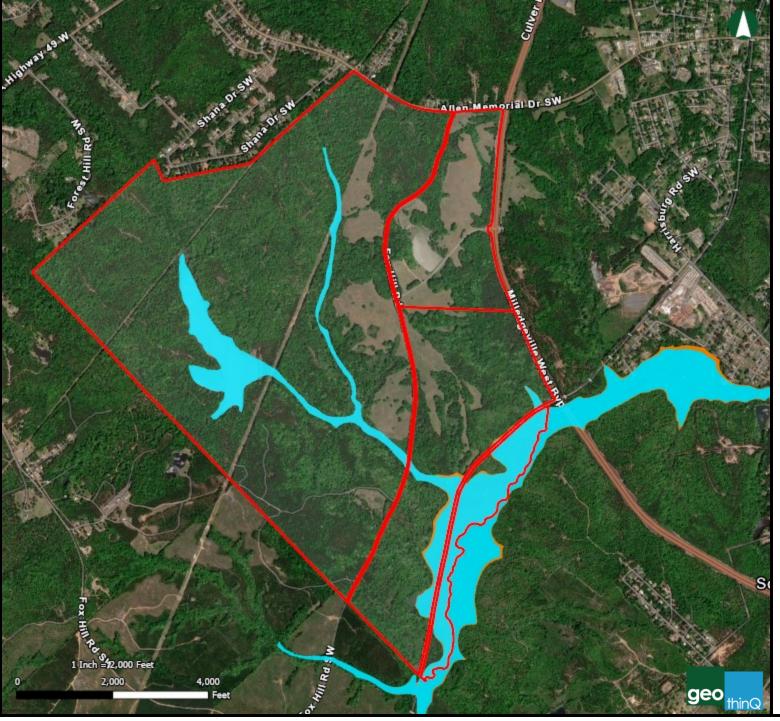
Future Conditions 1% Annual Chance

Flood Hazard

Area with Reduced Risk Due to

Levee

Area with Risk Due to Levee



This map was created using geothinQ | www.geothinQ.com | Mapping Smart Land Decisions



EXHIBIT F MAP OF PROPOSED ROAD IMPROVEMENTS

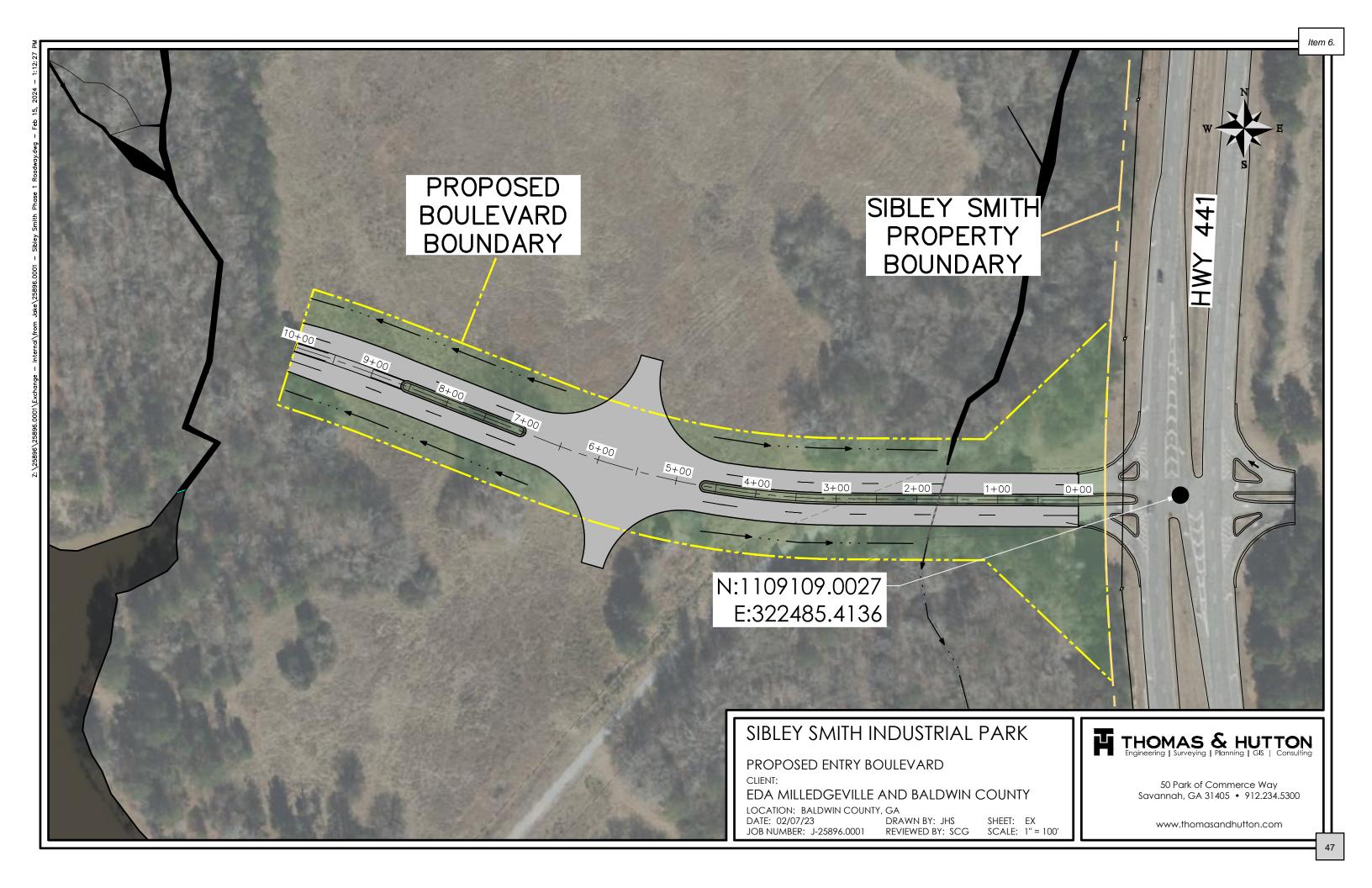




EXHIBIT G TYPICAL SECTIONS

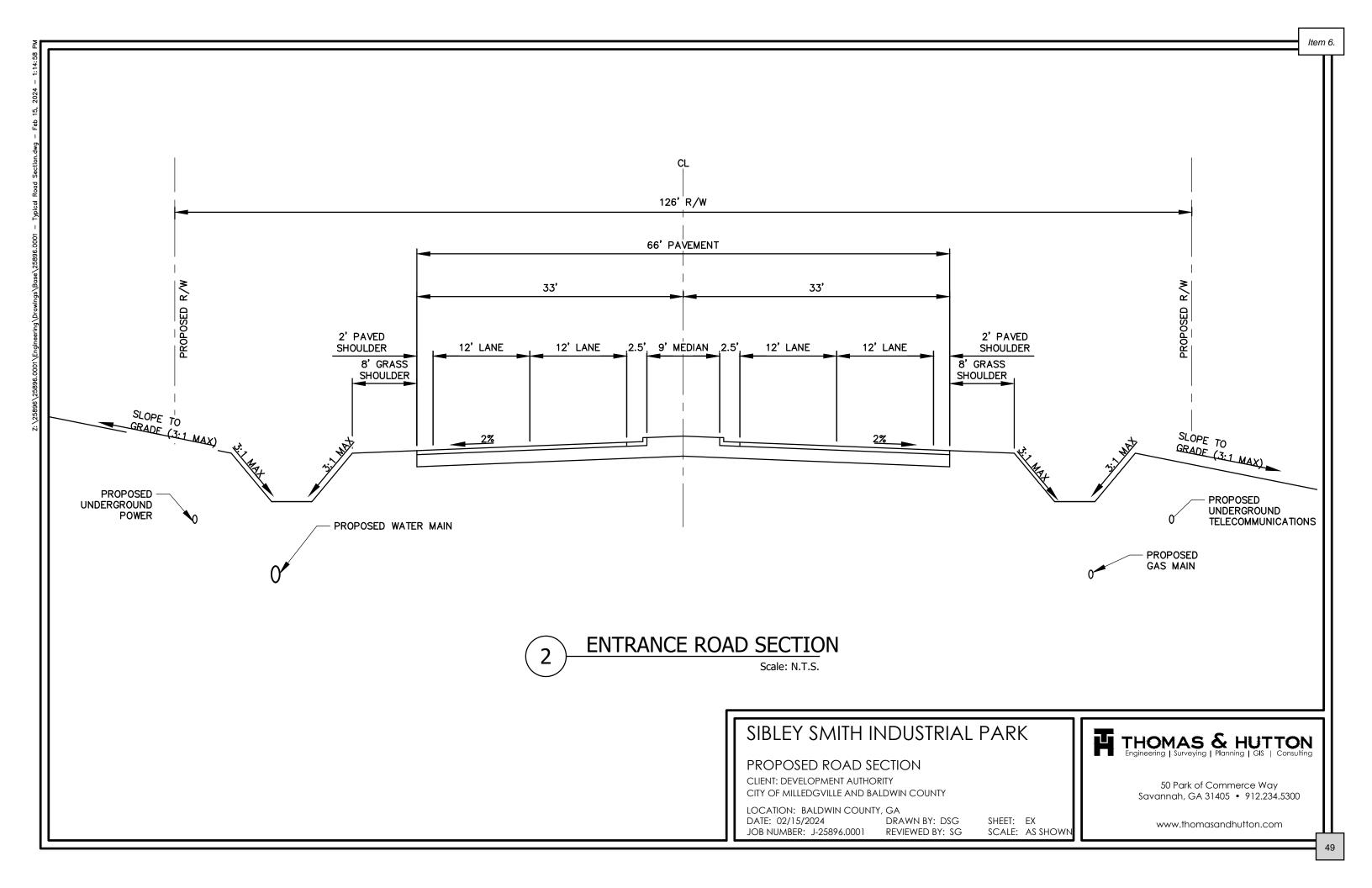




EXHIBIT H GDOT SUPPORT LETTER GRAD APPLICATION



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW Atlanta, Georgia 30308 Telephone: (404) 631-1000

March 28, 2016

Matt Poyner
Development Authority of the City of Milledgeville and Baldwin County
130 South Jefferson Street
Milledgeville, Georgia 31061

Gentlemen:

RE: Sibley Smith Industrial Park - Baldwin County

This is in reference to the Sibley-Smith Industrial Park which is being proposed for GRAD certification. Reference is particularly made to the required data concerning access roadways.

The site currently has a commercial driveway that provides direct access to State Route 29 (US 441). This state route, at its current location, is a divided four lane facility classified as an Urban Principle Arterial. Being part of the state highway system, it is fully capable of supporting all types of traffic, both personal and commercial/industrial needing to access the site.

The roadway connects the site regionally by providing access to all other state routes in Georgia. Additionally, US 441 provides access to the interstate highway system. By connecting with I-16 near Dublin Georgia, it has direct access to the seaports at Savannah and Brunswick. By connecting to I-20 north of the site near Madison Georgia, it has access to the Atlanta Metropolitan Region and Atlanta Hartsfield.-Jackson International Airport.

Should additional information concerning the access roadway to the site be required you may contact me at 478.552.4600.

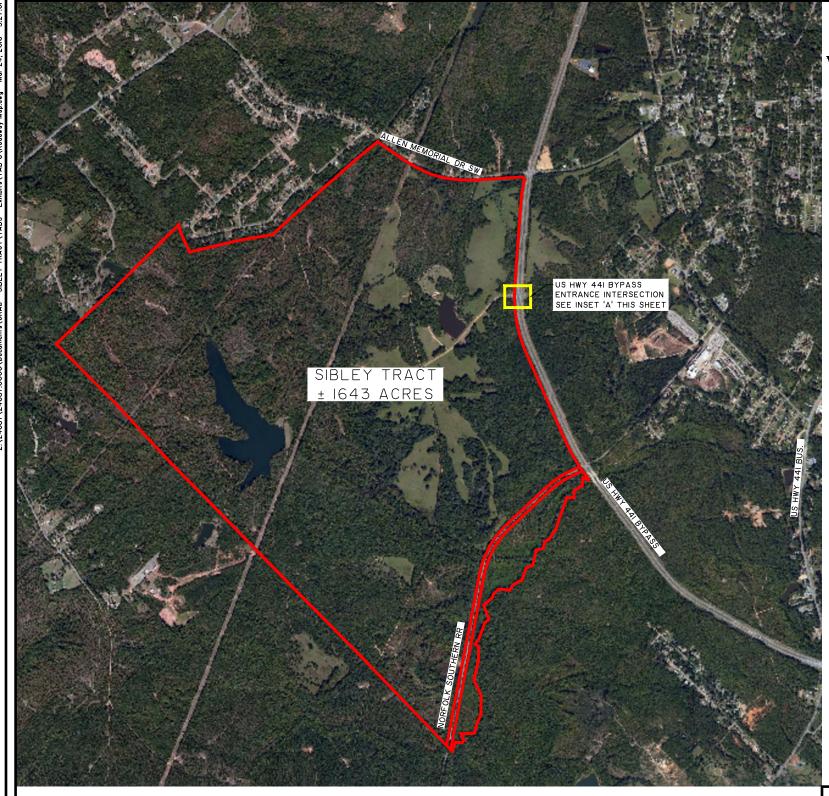
Yours very truly,

DEPARTMENT OF TRANSPORTATION

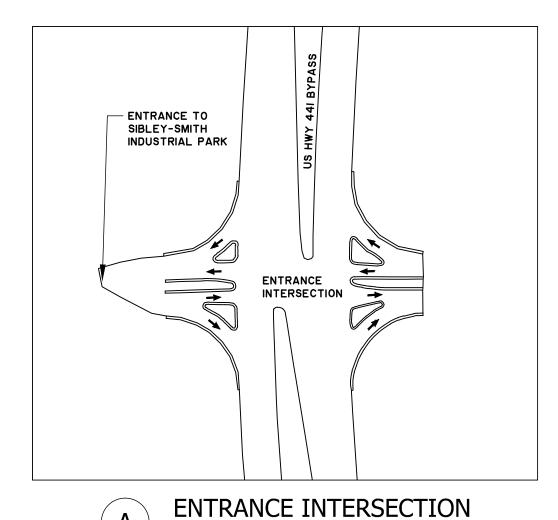
James H. Smith, P.E. District Engineer

JHS:js

c: Kedrick Collins, District Traffic Operations Engineer







PROPERTY MAP Scale: 1:2000

SIBLEY - SMITH INDUSTRIAL PARK

ROADWAY EXHIBIT

CLIENT:

DEVELOPMENT AUTHORITY OF THE CITY OF MILLEDGEVILLE & BALDWIN COUNTY

LOCATION: BALDWIN COUNTY, GA
DATE: APRIL 1, 2016 DRA

JOB NUMBER: J-24687

DRAWN BY: WHE SHEET: TAB 6
REVIEWED BY: JOC SCALE: AS SHOWN



Scale: 1:50

50 Park of Commerce Way Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

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



AGENDA ITEM: Sibley Place Road Extension Construction

MEETING DATE: June 4, 2024

PREPARED BY: County Manager

RECOMMENDED ACTION: Authorize Submittal to GDOT for Additional Funding

BACKGROUND INFORMATION: Thomas & Hutton prepared the Preliminary Engineering Report for road extension construction at Sibley Place (Sibley-Smith) Industrial Park. The PER is attached for your review. Staff intends to request \$1,078,000 in extra GDOT Local Maintenance Improvement Grant (LMIG) funds for this project; however, the decision where the money comes from, if awarded, is ultimately up to GDOT. Baldwin County is a Local Administered Project (LAP) certified county which makes the county eligible for a variety of funding sources. The county's match is 30% or \$462,000 which would come from the Economic Development budget of the current SPLOST.

	Baldwin County Projects	Next Phase
Public Buildings		
Courthouse Renovation	Renovations completed. HVAC equipment removed. Awaiting signs.	Some signs installed. Still in progress.
Memorial Library	HUD approved the environmental document.	Awaiting release of funds.
Construct Basement Courtroom	Bruce Solomon working with staff to purge and relocate files to old jail.	Basement courtroom to be constructed by 2030.
Sewer & Water Infrastructure		
Sewer Line Replacement	Contract awarded to RDJE Inc for \$1,341,000; lines have been videotaped. Construction should begin first week of March.	Construction started; expect completion by early fall 2024.
Water Line Replacement	Cobb Rd completed. Log Cabin Rd 4.3 mile water line replacement under construction. When done 18 miles of new water lines will have been installed since 2018.	Work continues on northside of Log Cabin. Expect completion spring 2024.
Smith-Sibley Sewer Extension	\$1.1 million appropriation approved. Environmental process started.	EPA training underway; registered for June webinars.
Sewer Line Replacement/Housing Rehabilitation	Application submitted.	Expect response from Dept of Comm. Affairs fall 2024.
Sewer Lift Station Conversion to Gravity Conveyance	BOC submitted \$1.8 million request to Senator Ossoff.	Await notification from Congress.
Transportation		
Road Resurfacing	County Engineer finalized 2024 TSPLOST list.	Paving project advertised-bids due June 28; LMIG LAR application submitted to GDOT.
Fishing Creek Trail Completion	DNR awarded Oconee River Greenway \$200,000 to pave 0.57 miles of Fishing Creek Trail.	Staff submitted second level application on 05/30/24.
Oconee Heights Streetscape	Submitted additional documents requested by USDOT on 03/04/24.	Awaiting FHWA contract.
Bridge Replacement	Preparing Federal Highway Administration grant to replace four bridges.	Application to be submitted in 2025.
Terminal Apron Expansion	In design. Environmental Assessment (EA) to be prepared.	EA to GDOT in late fall 2024.
Lower Ramp Expansion	BOC approved Lower Ramp Hangar Study Environmental Assessment Scope of Work on Feb 6. Requested \$4.58 million from state for construction.	Environmental Assessment will need to be completed; expect construction 2026.
Public Safety		
Flock Cameras	23 additional Flock cameras installed. 4 more to go.	Awaiting GDOT permit for remaining four.
Cooper's Station Storm drain Relocation & Floor Repair	Road Department to relocate pipe.	After pipe relocation contractor needs to repair truck parking bay.
Training Equipment	Final budget approved by Governor's Office of Planning & Budget.	Sheriff's Office determining best site.
Recreation		
Walter B Williams 9.3 Mile Trail	Contract with Tom Glover signed; Road Department completed crossing across service road.	Clearing and grubbing continues. Bike, Walk Baldwin to construct bridges. Expect June opening.
Aquatic Center	Contract signed. Preconstruction meeting held.	Construction started May 16.
Pickleball Courts	Proposals rejected; preparing design north of aquatic center.	Plans should be ready June 2024.
Harrisburg Park Improvements	Construction Plans Under Review	Advertising and Bidding to take place June 2024.
Oconee Heights Park at 123 Coombs Ave	Road Department to grade parcel.	GCSU continues to raise funds and seek donors.
Government Park	Design paused.	Expect design and bidding to take place late 2024.

Cooper Park	Design to be completed 2025.	Expect park completions by 2030.
Broadband Infrastructure		
Windstream & County Partnership	250 houses connected.	433 more households to be connected by end of 2024.
Housing		
2022 CHIP Grant	First three houses completed. Work began on fourth house.	Work has started on all three remaining homes.
Rural Housing Initiative	Commissioners reviewed developer proposals on May 21. Requested more info and extended	BOC to review revised proposals.
	deadline to June 7.	
2024 CHIP Grant	\$500,000 application submitted for more housing rehabilitation.	Received \$500,000 CHIP rehab grant; only county in state.
2023 Habitat for Humanity CHIP Grant	LBA accepted lots from county on 05/14/24.	LBA to gift lots to Habitat for Humanity.
Administrative		
Personnel Handbook	More edits being made to personnel handbook.	Board to approved updated Personnel Handbook.
Urban Redevelopment Plan	Completed and circulated for review; URP will be for unincorporated area only.	Public hearings to be held; BOC to vote.
District Based Land Use	Map is prepared. MGRC staff editing land use document.	Expect MGRC to provide documents by June 10, 2024.