

### BALDWIN COUNTY REGULAR MEETING

August 19, 2025 1601 N Columbia St, Suite 220 6:00 PM

#### **AGENDA**

#### **CALL TO ORDER**

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### **APPROVAL OF MINUTES**

- 1. Approve August 5, 2025 commission meeting minutes and executive session minutes.
- 2. Approve amended July 15, 2025 minutes to add Resolution R-2025-60.

#### **PRESENTATIONS**

- 3. Meet the Bulldogs.
- 4. Atrium Health Navicent Ms. Joy Motten-Thomas.

#### ADMINISTRATIVE/FISCAL MATTERS

#### WIOA GRANT

Resolution R-2025-67 - authorize a WIOA Dislocated Worker Program - County Manager.

#### 6. One Georgia Rural Site Development Grant Award

Resolution R-2025-68 - authorize an agreement with the Development Authority of Milledgeville and Baldwin county to accept One Georgia Rural Site Development Grant Award - County Manager.

#### 7. 300 Sparta Highway

Resolution R-2025-69 - authorize the sale of 300 Sparta Highway with stipulation to tear down structure included in the sales agreement - County Manager.

#### 8. 2025 Community Development Block Grant

Select Grant Writer/Administrator - select Gilbert and Associates as grant writer and administrator for the housing component of the 2025 CDBG grant application and authorize an agreement be prepared for Commission approval - County Manager.

Select Grant Writer/Administrator - select Allen-Smith Consulting as grant writer and administrator for the water and sewer component of the 2025 CDBG grant application and authorize an agreement be prepared for Commission approval - County Manager.

Select Engineering Company - select Carter and Sloope as the firm to provide the engineering component of the 2025 CDBG grant application and authorize an agreement be prepared for Commission approval - County Manager.

#### **OLD BUSINESS**

#### **NEW BUSINESS**

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

9. County Manager's Report for August 19, 2025 - County Manager.

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

#### **ADJOURNMENT**

#### **REMINDERS**

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

September 2, 2025 - Commission Meeting - 6:00 PM, Baldwin County Government Center, Room 220, 1601 North Columbia Street.

September 16, 2025 - Commission Meeting - 6:00 PM, Baldwin County Government Center, Room 220, 1601 North Columbia Street.



# BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

August 5, 2025 1601 N Columbia St, Suite 220 6:00 PM

#### **MINUTES**

#### CALL TO ORDER

Commission Chairman Andrew Strickland called the August 5, 2025 meeting to order at 6:00 PM.

#### **INVOCATION**

Commissioner Hall said the prayer.

#### PLEDGE OF ALLEGIANCE

Commissioner Davis led the Pledge of Allegiance.

#### APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the July 15, 2025 regular meeting minutes and executive session minutes. Commissioner Hall seconded the motion and the motion passed unanimously.

#### **PRESENTATIONS**

Commissioner Little made a motion to amend to agenda to include a presentation from State Court Judge Paul Hitchcock. Commissioner Davis seconded the motion and the motion passed unanimously.

#### State Court Judge Paul Hitchcock

Judge Hitchcock addressed the commissioners requesting that the State Court Judgeship be made a full-time position. He handed out a judicial workload assessment and presented historical information about the court. He discussed statistical information from the workload assessment that outlined the State Court case load and that the report recommended the need for a full-time judge. Judge Hitchcock expressed his desire to increase his community outreach.

There was a discussion about including the change in the budgetary process, that the change would require local legislation, the tort reform increased the docket load, the judge developing outreach projects, there would be an expected increase in case filing and in revenue, only Baldwin County had a full time solicitor and not a full time judge, the salary was based on a percentage of the District Attorney's salary, the time commitment the judgeship required was increasing, staffing, all counties had a

Magistrate Court, Probate Court, Superior Court, Juvenile Court and 72 counties had a State Court.

Judge Hitchcock compared the Baldwin County State Court to similar State Courts.

#### Baldwin County Public Safety Dive Team

Commission Chairman Strickland gave information about required training for the members of the dive team and presented Certificates of Recognition and medals to the team members in support of their ongoing performance of a difficult duty.

Deputy Sheriff Col. Scott Deason spoke stating the dive team were volunteers who saw a need for an additional resource for Baldwin County, the members paid for their own training and often their gear, and recoveries were hard on the members. Col. Deason saluted the dive team members.

Chairman Strickland recognized each member of the dive team and presented them with a certificate and a medal.

Chairman Strickland highlighted the trophy for the Recreation Departments Girls Youth Softball second place win in the Softball World Series.

#### River of Life

Ms. Marty Sirmans shared information about the annual community outreach provided by the participants of River of Life. She stated that young people came to Milledgeville for three days; 20 teams completed 38 exterior projects including 22 wheelchair ramps, painting the Life Enrichment Center, and yard work. She stated that they appreciated all the support they got in the community.

Chairman Strickland stated that he appreciated River of Life in this community and was a great way to teach children about service.

State Senator Rick Williams was recognized as being in attendance.

#### Citizen Advocacy Program

Katina Atmore addressed the Commissioners giving information about the Citizens Advocacy Program where ordinary people acted with extraordinary purpose through relationships that were transformative for people with developmental disabilities and gave rise for justice, inclusion, and protection as a root to citizen advocacy. She presented information about the creation of the advocacy movement and the creation of a Citizen Advocacy office in Milledgeville in 1986; Natacha Ansley was carrying on this work. Ms. Atmore shared stories about people the program helped.

There was a discussion about funding for the Citizen Advocacy Program.

Natacha Ansley stated that she loved her city and was there for the people; she was passionate about her work and about people. She further stated that citizen advocacy was about disability and community. Ms. Ansley read "A Parable" by Michael McCarthy and thanked the commissioners for having Citizen Advocacy on the agenda.

#### ADMINISTRATIVE/FISCAL MATTERS

#### WIOA Adult Program Grant

Chairman Strickland read the caption for Resolution R-2025-61 that authorized a WIOA Adult Program Grant.

The resolution was presented as follows:

#### **RESOLUTION 2025-61**

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATIONAND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE ADULT PROGRAM FOR THE OF PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 11-25-25-06-011 FAIN 25A55AT000157; and

WHEREAS, the Grant provides funding of \$147,000 for the period of July 1, 2025 through June 30, 2027 for the Adult Program.

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

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

contained herein.

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

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

#### BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

#### ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

Assistant County Manager Dawn Hudson stated the County received a grant from the Workforce Innovation and Opportunity Act for the Adult Program Grant for \$147,006 for July 1, 2025 – June 30, 2027. The resolution accepts the award and authorizes the chairman to execute the documents.

Commissioner Davis made a motion to approve the resolution. Commissioner Little seconded the motion and the motion passed unanimously.

#### WIAO Youth Program Grant

Chairman Strickland read the caption for Resolution R-2025-62 that authorized a WIAO Youth Program Grant.

The resolution was presented as follows:

#### **RESOLUTION 2025-62**

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATIONAND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE YOUTH PROGRAM FOR THE OF PERIOD OF APRIL 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 15-25-25-06-11 FAIN 25A55AY000159

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

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

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

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

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

Assistant County Manager Dawn Hudson stated the County received a grant from the Workforce Innovation and Opportunity Act for the Adult Program Grant for \$693,676 for July 1, 2025 – June 30, 2027. The resolution accepts the award and authorizes the chairman to execute the documents.

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

#### Public Defender Agreement

Chairman Strickland read the caption for Resolution R-2025-63 authorizing an agreement with the Georgia Public Defender Court to provide council for indigent persons in the Superior Court.

The resolution was presented as follows:

#### **RESOLUTION R-2025-63**

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

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

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

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

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

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of the Georgia Indigent Defense Service Agreement. The Board of Commissioners hereby approves the Georgia Indigent Defense Service Agreement.

- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the Georgia Indigent Defense Service Agreement.
- 4. Authorization of the Public Defender Budget for the 2026 Fiscal Year. The Board of Commissioners hereby approves the Public Defender Budget for the 2026 Fiscal Year.
- 5. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 6. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 5<sup>th</sup> day of August, 2025.

	BALDWIN COUNTY, GEORGIA
ATTEST:	Andrew Strickland, Chairman Baldwin County Board of Commissioners
Bo Danuser, County Clerk Baldwin County Georgia	_

Assistant County Manager Dawn Hudson stated the Ocmulgee Circuit has public defenders with the cost divided amongst the counties in the circuit. There is a request for \$42,237 that would be split between two of the county's annual budgets.

Kristen Waller from the Ocmulgee Circuit Public Defender addressed the commission. She introduced herself and shared information about herself. She stated the increase was due to a full-time position moving to Baldwin County State Court.

There was a discussion about the budget increase, the different budget cycles, seeking a continued agreement, making any change during the county's budget cycle, and that the county previously approved a position in the State Court.

Commissioner Strickland made a motion to table the resolution for further discussion. Commissioner Little seconded the motion and the motion passed unanimously.

#### ACCG Defined Contribution Plan Amendment

Chairman Strickland read the caption for Resolution R-2025-64 that authorized an amendment to the Defined Contribution Retirement Plan to include the Clerk of Superior Court for the 2023 fiscal year only.

The resolution was presented as follows:

#### **RESOLUTION R-2025-64**

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

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

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

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of the amendment to the Commissioners of Georgia 401(a) Defined Contribution Plan for Baldwin County Employees. The Board of Commissioners hereby approves an amendment to the adoption agreement of the Association of County Commissioners of Georgia (ACCG) 401(a) Section 2.17 entitled "Eligible Employees" to include the Clerk of Superior Court for the 2023 Plan Year only.
- 3. Effective Date. Effective as of January 1, 2023, the afore described Adoption Agreement Section 2.17 entitled Eligible Employees shall be amended to select "Include" and to unselect "Exclude" for the Clerk of Superior Court and effective January 1, 2024 Section 2.17 entitled Eligible Employees shall be amended to select "Exclude" and to unselect "Include" for the Clerk of Superior Court.
- 4. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry

out, give effect to, and consummate the amendment to the Association of County Commissioners of Georgia 401 (a) Defined Contribution Plan to include the Clerk of Superior Court in the 2023 Year plan only.

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

SO RESOLVED, this 5<sup>th</sup> day of August, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

Assistant County Manager Dawn Hudson stated the resolution adopted an amendment to the 401(a) Defined Contribution Plan. The Court Clerk was appointed for one year prior to being elected. The Amendment allowed the Court Clerk's participation in the county's retirement plan for the one year she was appointed and not elected.

The commissioners discussed the amendment including its validity, that the amendment came from the ACCG retirement plan administrators and having the county attorney review the amendment. There was discussion about the legality of the amendment.

Commissioner Hall made a motion to approve the resolution. Commissioner Strickland seconded the motion. The motion was approved unanimously.

#### Lake Laurel Road Repaving

Chairman Strickland read the caption from Resolution R-2025-65 that authorized a change order with Pittman Construction to include repaving Lake Laurel Road.

The resolution was presented as follows:

#### **RESOLUTION R-2025-65**

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

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

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

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

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

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

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

- 8. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 9. Authorization of the amendment to the current repaving contract with Pittman Construction Company. The Board of Commissioners hereby approves the amendment to the Construction Agreement with Pittman Construction to include repaving Lake Laurel Road from Jule Ingram Road to State Route 22.
- 10. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with Pittman Construction.
- 11. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 12. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this

Resolution this day passed be and they are hereby repealed.

13. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

County Manager Carlos Tobar stated that he presented a staff report to recap the change order for \$660,245 to the current Pittman Construction contract to include paving 3.41 miles of Lake Laurel Road to help Lake Laurel cope with the additional traffic anticipated from the construction of a roundabout at the highway 22/24 split in 2027.

There was a discussion about the other roads under the contract not being affected and the additional mileage coming from an increase in LMIG funding not allocated to a specific project.

The motion was approved unanimously.

#### Raceway Alcohol License

Commissioner Little made a motion to approve a Retail Package Beer and/or Wine Alcohol License for Raceway located at 500 Meriwether Road. Commissioner Butts seconded the motion and the motion passed unanimously.

Commissioner Hall discussed a resolution to reimpose the moratorium on multi-family residential development on Log Cabin Road.

Commissioner Little made a motion to amend to the agenda to add a resolution to extend the moratorium on Log Cabin Road. Commissioner Butts seconded the motion and the motion carried unanimously. The agenda was amended.

The resolution was numbered and presented as follows:

#### RESOLUTION R-2025-66

A RESOLUTION ENACTING A MORATORIUM ON MULTIFAMILY RESIDENTIAL DEVELOPMENT TO INCLUDE HORIZONTAL AND VERTICAL APARTMENTS, TOWNHOMES, DUPLEX AND MULTIPLEX DEVELOPMENTS IN THE AREA OF LOG CABIN ROAD FOR AN INDEFINITE PERIOD NOT TO EXCEED SIX MONTHS; TO PROVIDE FOR THE

PURPOSE OF THE MORATORIUM; TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

#### WITNESSETH:

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

WHEREAS, Baldwin County has been vested with substantial powers, rights and functions under Article IX, Sec. II, Par. I to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the County;

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other developmental approvals where exigent circumstances exist to warrant the same, including to protect and preserve the status quo when acting on behalf of the public welfare and to ensure the provision of public safety and health;

WHEREAS, it is the belief of the Board of Commissioners of Baldwin County, Georgia (the "Board of Commissioners") that the concept of "public welfare" is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation, preservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving existing neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County;

WHEREAS, the County has a strong interest in regulating growth management so as to lessen the burden on public utility, public infrastructure, public safety services and traffic congestion. The County imposes land use regulations to maintain orderly and safe operation of the County and to protect the citizens of the County;

WHEREAS, the County has determined that the area surrounding Log Cabin Road (as shown in Exhibit "A", attached hereto) does not yet have the necessary infrastructure including, but not limited to, public utilities and road capacity, to support an increase in the number of multifamily residential developments in the area;

WHEREAS, the Board of Commissioners recognizes the negative impact to health, safety and welfare to the citizens of the County and the burdens on the County should the County not take immediate measures to protect against additional multifamily residential developments in the area shown on Exhibit "A";

WHEREAS, Board of Commissioners recognizes that substantial and irreparable harm would result to the citizens of the County if the County does not regulate the

current land use procedures and impose a moratorium on multifamily housing in the area shown on Exhibit "A";

WHEREAS, the Board of Commissioners has directed County staff to explore and present recommendations for implementing district-based land use regulations;

WHEREAS, the Board of Commissioners is, and has been, interested in developing a cohesive and coherent policy regarding development in the County, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole;

WHEREAS, the Board of Commissioners' findings as stated herein and its desire to review and implement district-based land use regulations necessitates a cessation of multifamily residential development in the area shown on Exhibit "A" and finds that such cessation is reasonable and in the public interest;

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- **2.** Findings of Fact. The Board of Commissioners hereby makes the following findings of fact:
  - a. The area surrounding Log Cabin Road (as shown in Exhibit "A", attached hereto) does not yet have the necessary infrastructure including, but not limited to, public utilities and adequate road capacity to support an increase of multifamily developments in the area;
  - b. The County staff is in the process of exploring options to prepare recommendations to the Baldwin County Board of Commissioners for implementation of district-based land use regulations;
  - c. The County's implementation of district-based land use regulations and evaluating and planning necessary public infrastructure for increased multifamily housing developments in the area shown on Exhibit "A" requires a cessation of the application and issuance of any development permits, variances, or licenses or other permits pertaining to multifamily residential developments;
  - d. It is necessary and in the public interest to delay, for a reasonable time, the processing of applications for and the issuance of any development permits, variances, or licenses or other permits pertaining to multifamily residential developments to ensure that the same are consistent with the long-term planning objectives of the County.
- **3.** Moratorium on Multifamily Residential Development. The County does hereby enact a moratorium for an indefinite period, not to exceed six (6) months from the effective date of this Resolution, to allow the County Manager and staff to

adequately study, review, evaluate, and devise a recommendation to the Board of Commissioners regarding implementation of district based land use regulations and to study the impact of increased multifamily housing developments in the area shown on Exhibit "A".

During the moratorium period, no applications for any development permits, variances, or licenses or other permits of any kind shall be accepted by the County or any of its Departments, Boards, or Committees pertaining to multifamily residential developments, including horizontal and vertical apartments, townhomes, duplex and multiplex developments, to be located or operated on any property located within the area shown on Exhibit "A", attached hereto. Any such applications tendered and/or submitted to the County or any Department, Board, or Committee during this moratorium period shall not be accepted, considered, nor acted upon by the County, nor any Department, Board, or Committee thereof. Should an application be accepted, in error, during the moratorium period, such application shall be deemed null and void and have no effect whatsoever and shall constitute no assurance of any right to engage in any act or action related to the development of multifamily residential developments. Reliance on any such permit shall be unreasonable.

This moratorium shall have no effect upon approvals of permits for multifamily residential developments previously issued or as to development plans previously approved by the County prior to the effective date of this Resolution.

Property owners who claim to have a vested right, pursuant to the laws of the State of Georgia, to obtain a permit for multifamily residential development must follow the following procedure, which provides consideration of an exemption request from this moratorium where a claim of legal vesting is made:

- i. A written application shall be submitted to the County Manager, with verified supporting data, documents, and facts which the Applicant feels supports a claim of legal vesting. Such information will be reviewed by the Baldwin County Board of Commissioners and approved/denied within thirty (30) days of submission in a public meeting. During this 30-day timeframe, additional facts and data may be requested on behalf of Baldwin County by its staff to further the review process.
- ii. Should the Applicant fail to provide requested information or otherwise fail to cooperate during the review process, the exemption request will be denied. If the information provided fails to support a claim of legally vested rights, the exemption request will be denied.
- iii. Any exemption granted by the Board of Commissioners shall merely grant the Applicant the right to have County staff accept and process

the underlying application in accordance with all existing County and State laws.

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

SO RESOLVED, this 5<sup>th</sup> day of August, 2025.

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

Commissioner Hall stated that the motion was to reinstate the moratorium on multifamily residential development on Log Cabin Road for the next six months.

Commissioner Little made a motion to approve the resolution. Commissioner Davis seconded and the motion and the motion was approved unanimously.

#### **OLD BUSINESS**

There was no old business.

#### **NEW BUSINESS**

Commissioner Davis expressed her concern about the location of a garbage transfer station. She asked that a location proposal be prepared for all five districts to see what land was available.

There was a discussion about the location of a proposed garbage transfer station, ownership of the station, and the cost to develop and revenue that would be received. Commissioner Davis was not in favor of having a transfer station in her district if one at all.

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

County Manager Carlos Tobar gave his report for August 5, 2025 updating the commission on:

- Collins P. Lee Memorial Library design had begun.
- Galvanized water line inventory was ongoing
- The customer transfer of the residents on the northside (of Log Cabin) where they finished the work would happen in the morning
- No SCADA update, it would come later
- Smith-Sibley was still in environmental phase
- Sewer line replacement bids were coming due August 21<sup>st</sup>
- He was waiting on the 2025 sewer rehab and housing rehab grant
- The 2026 CDBG was being prepared and consultants had been graded
- Gave a presentation and updated on the street resurfacing showing pictures
- Fishing Creek Trail was being finished and silt screen was being prepared
- The Oconee Heights Streetscape environmental had begun
- Working on the contract with Paws for Georgia for the low cost spay and neuter clinic
- Walter B. Williams trail phase 2 was almost completed
- Aquatic Center meeting, still had work to do. There was a September delivery date and the foundation was ready for slide
- Harrisburg park improvements to storm drains were ongoing and they should be getting the foundation plans for the new building soon
- The Oconee Heights ribbon cutting would be the next Thursday
- The first of two shipments for the Coopers Park splash pad had arrived
- The rural housing initiative was advertised the proposals were due October 3<sup>rd</sup>
- 2024 CHIP Grant work on 115 Barnes began
- No news on the congressional directed spending request but may get a visit from Sen. Warnock's staff
- Walter B. Williams master plan was underway
- GDOT recognized Baldwin County for outstanding promotions in aviation
- Staff had been overwhelmed by work. Since 2018 Baldwin County secured \$31,497,408 in competitive grants of that \$17,960,784 were for projects on the south side of the county with a total investment \$20,630,784.
- Mr. Tobar introduced CT Trumbo as the new Management Analyst and would be the airport manager and the transit manger and ensure compliance with animal control.

Chares Trumbo presented the commissioners with information about himself, including his education, training, and being on the Board of Education in Putnam County.

County Manager Tobar discussed the resurfacing on Sidney Butts road and that there were corrections that needed to be made to the work. There was a discussion about the road being resurfaced in preparation for triple surface treatment. The triple surface was being subcontracted.

Commissioner Davis asked for an update on the mowing. There was a discussion about mowing quickly but finishing correctly.

Commissioner Butts asked about the videos on the website and some were missing because they dropped off of Facebook after 30 days.

Commissioner Davis asked for a point of personal privilege to recognize the 64<sup>th</sup> birthday of Barak Obama.

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

Debra Roberts addressed the commissioners in reference to an incident with the ambulance service after a request for a medical transport for her brother to the emergency room at Navicent Heath in Macon. She stated that the 911 dispatcher stated it would not be a problem to provide transport, but the two EMTs that arrived stated that they could not transport because it broke protocol that required them to transport her brother to the nearest facility.

There was a discussion about the ambulance service which consisted partly of commissioners questioning Ms. Roberts regarding the incident, the ambulance contract, the number of ambulances on duty and reviewing the ambulance protocol.

Cindy Humphrey addressed the commissioners regarding the poor quality of repaving Covey Road and Pettigrew Road needing resurfacing. There was a discussion about the road still needing to be chip sealed.

Desiree Liggins addressed the commissioners regarding the way Ms. Humphrey addressed the commissioners, about the number of vape shop and alcohol licenses. She discussed calling animal control on a pit bull, she did not get a response from animal control and she had to call 911. She stated there was no information was being given to the public requiring the spaying and neutering of their pets. She asked when the county was going to start a TNR program.

The commissioners discussed pursuing grants for spaying and neutering animals and implementing a TNR program.

Tara Burney, principal of Midway Hill Primary School, addressed the commissioners regarding revitalizing neighborhoods to provide decent housing for her students. She stated that some neighborhoods were not getting the same attention as others. She stated that some of her students were homeless and some were in houses with no running water, if her students had the necessities, they could focus on school. She asked the commissioners to consider the neighborhoods that were being overlooked. Mr. Tobar presented Ms. Burney with his card stating there were three target areas the county was focused on; there were over 70 houses rehabbed east of Vinson Highway.

Maurice Liggins addressed the commissioners asking that a list of the order of repaving be published. He stated that without structure there would be failure.

#### **EXECUTIVE SESSION**

Commissioner Little made a motion to move into executive session to discuss real estate acquisition and personnel. Commissioner Butts seconded the motion and the motion passed unanimously.

The commissioners moved into executive session at 8:20 PM.

Commissioner Little made a motion to return to open session. Commissioner Davis seconded the motion and the motion passed unanimously.

The commissioners move back into regular session at 8:52 PM.

#### **ADJOURNMENT**

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

The August 5, 2025 Commission meeting was adjourned at 8:52 PM.

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



# BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

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

#### **AMENDED MINUTES**

#### **CALL TO ORDER**

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

#### **INVOCATION**

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

#### **PLEDGE OF ALLEGIANCE**

Commissioner Sammy Hall led the Pledge of Allegiance

#### APPROVAL OF MINUTES

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

Commissioner Scott Little joined the meeting via telephone.

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

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

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

Commissioner Davis seconded the motion.

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

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

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

#### Collins P. Lee Memorial Library

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

The resolution was presented as follows:

#### **RESOLUTION 2025-55**

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CAS ARCHITECTURE TO PROVIDE ARCHITECTURAL SERVICES FOR THE COLLINS P. LEE MEMORIAL LIBRARY AT THE HARRISBURG COMMUNITY PARK

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

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

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

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

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorize an agreement with CAS Architecture for the architectural service associated with the design and construction of the Collins P. Lee Memorial Library.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or

take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with CAS Architecture and to take all action necessary in conformity therewith.

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

SO RESOLVED, this 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

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

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

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

#### 300 Sparta Highway

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

The resolution was presented as follows:

#### **RESOLUTION R-2025-56**

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

#### **WITNESSETH:**

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

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

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

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

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

**WHEREAS**, the County, by and through its Board of Commissioners, hereby adopts the following Resolution and the attached Agreement to Sell Property in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the County.

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

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

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contemplated by this Resolution.

- **6. Actions Ratified, Approved and Confirmed.** The signatures in the Agreement to Purchase Property from the Chairman or County Manager for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
- 7. **Severability.** In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- **8. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 15th day of July, 2025.

	BALDWIN COUNTY, GEORGIA	
	Honorable Andrew Strickland, Chair	
	<b>Baldwin County Board of Commissioners</b>	
ATTEST:		
Bo Danuser, County Clerk		
Baldwin County, Georgia		

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

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

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

#### WIOA Grant Agreement

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

The resolution was presented as follows:

#### RESOLUTION R-2025-57

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

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

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

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

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

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

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

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement. The Board of Commissioners hereby authorizes the agreement with the Executive Committee of Chief Elected and Executive Officials for Middle Georgia Workforce Development Area 11 and with the Middle Georgia Consortium, Inc.
- 3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the agreement and to take all action necessary in conformity therewith.

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

SO RESOLVED, this 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chair Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

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

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

#### Adult Felony Drug Court Grant

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

The resolution was presented as follows:

#### RESOLUTION R-2025-58

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

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

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

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

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

**SO RESOLVED**, this 15<sup>th</sup> day of July, 2025.

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

#### ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

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

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

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

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

The resolution was adopted unanimously.

#### Mental Health Court Grant

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

The resolution was presented as follows:

# RESOLUTION R-2025-59 A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR A MENTAL HEALTH COURT GRANT.

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

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

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

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

SO RESOLVED, this 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

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#### ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

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

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

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

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

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

#### **Appointments**

Middle Georgia Regional Commission Central Georgia Joint Development Authority

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

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

#### Emergency Medical Services Central GA Region 5 Council

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

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

#### Fall Line Development Authority

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

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

#### **OLD BUSINESS**

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

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

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

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

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

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

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

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

#### **NEW BUSINESS**

There was no new business.

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

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

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

- Tuesday at the courts;
- First shipment of equipment for Coopers Park splashpad had been sent and the features would be sent later;
- 2024 CHIP grant contracts for rehabbing three houses had been signed, rehab would start August 9<sup>th</sup>;
- Fire hydrants were being inspected county wide;
- He went on a sustainability tour with Georgia College and the county was doing a lot of unique things that were also beneficial to other governments such as the Land Bank and the heirs' property program.

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

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

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

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

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

#### **EXECUTIVE SESSION**

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

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

#### **RETURN TO OPEN SESSION**

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

Commissioner Hall made a motion to amend the agenda to add a resolution to resolve a tax dispute with Washington County. Commissioner Davis seconded the motion. The motion passed unanimously and the agenda was amended to add the resolution.

The resolution was presented as follows:

#### RESOLUTION 2025-60

A RESOLUTION AUTHORIZING LEGAL ACTION TO RESOLVE A DISPUTE REGARDING TITLE AD VALOREM TAXES; AND FOR OTHER PURPOSES.

#### WITNESSETH:

WHEREAS, Baldwin County is a duly formed political subdivision of the State of Georgia; and

WHEREAS, Washington County improperly collected title ad valorem taxes from Fowler-Flemister Concrete, Inc;

WHEREAS, the title ad valorem taxes collected by Washington County should have been paid to Baldwin County; and

WHERAS, O.C.G.A. § 48-5-17 affords Baldwin County the opportunity to file a petition in superior court to seek a determination and judgment that Baldwin County is entitled under the law to the title ad valorem taxes.

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization to Legal Counsel. The Baldwin County Board of Commissioners hereby authorizes its County Attorney and the law firm of Smith, Welch, Webb & White, LLC to take all actions necessary or convenient toward seeking the title ad valorem taxes at issue including, but not limited to, filing a Petition in Superior Court pursuant to O.C.G.A. § 48-5-17 to seek a determination and judgment that the title ad valorem taxes are due to Baldwin County. The County Attorney and the law firm of Smith, Welch, Webb & White, LLC is further authorized to take all such other legal actions as may be necessary or convenient toward protecting the rights of Baldwin County related to the title ad valorem taxes at issue as may be necessary by law.
- 3. Additional Documents, Attestation, and Authorization. The Baldwin County Board of Commissioners hereby authorizes the County Manager, County Attorney, and other County personnel to assist in all legal endeavors related to the purpose for this Resolution, including investigation, processing, and filing of petitions, lawsuits, motions, and any other action that may be necessary.
- 4. Severability. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

SO RESOLVED, this 15th day of July, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County, Georgia

Commissioner Hall made a motion to approve the resolution to authorize legal action to resolve a dispute regarding title ad valorem taxes. Commissioner Little seconded the motion and the resolution was approved unanimously.

#### **ADJOURNMENT**

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

The July 15 2025 Baldwin County Board of Commissioners meeting was adjourned at 8:21 PM.

Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk Baldwin County Georgia

#### **RESOLUTION 2025-67**

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATIONAND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE DISLOCATED WORKER PROGRAM FOR THE OF PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

**WHEREAS**, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number 31-25-25-06-011FAIN 25A55AW0001530; and

**WHEREAS**, the Grant provides funding of \$122,643 for the period of July 1, 2025 through June 30, 2027 for the Dislocated Worker Program.

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

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

**SO RESOLVED,** this 19<sup>th</sup> day of August, 2025.

[SIGNATURE PAGE FOLLOWS]

#### SIGNATURE PAGE

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

[SEAL]

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

# STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County		TOTAL FUNDS: \$ 122,643	$\neg$
LOCAL WORKFORCE AREA: 011	REGION: 06	8 22. U	
<b>GRANT NO:</b> 31-25-25-06-011 <b>FAIN:</b> 25A55AW000130		Admin not to exceed: \$ 12,264	
GRANT PERIOD: FROM: 7/1/2025	THRU: 6/30/2027		
GRANT YEAR: PY2025 PROGAM TITLE/TYPE: 1	Dislocated Worker Program	CFDA NO:	17.278
This award is hereby made, in the amount and 113-128), as amended, to the above mentioned subject to any attached assurances, revisions, sp	I recipient, and in accordance with t	grant under the Workforce Innovation and Opportune Workforce Innovation Plan project application.	ınity Act (P.L This award i
Office of Workforce Development (OWD) and	the United States Department of Lab	as prescribed by the Technical College System of Coor. It is also subject to such further laws, rules, reguernment under Public Law 113-128, as amended.	Jeorgia's ulations and
This grant becomes effective on the beginning of properly executed original Statement of Grant A are returned to OWD.	of the grant period, provided that wit Award and any of the attached proper	hin thirty (30) days of the award execution date (bel- ely executed revisions, waivers and special condition	ow), the statements
X This award is subject to	Certification Regarding the R	ole of the Local Grant Recipient	
X This award is subject to	Subrecipient Designation (if a	pplicable)	
X This award is subject to	Liability Waiver		
X This award is subject to	Certification on Nondiscrimin	ation and Equal Opportunity Requirements	š
X This award is subject to	Certification Regarding Drug	-Free Workplace Requirements	
X This award is subject to	Certification Regarding Deba	rment and Suspension	
	Certification For Lobbying		
	. 0		
	Statement of Assurances		
X This award is subject to	special conditions (attached)		
Technical College System of Georgia Assistant Commissioner, Office of Workford	rce Development		
I, _Andrew Strickland (typed) acting und		Date Executed	
conditions stated above or incorporated by refere	er my authority to contract on behal- ence therein, do hereby accept this G	f of the recipient of the above described grant on the rant Award.	terms and
8-19-2025			
Date of Acceptance		Authorized Signature	
Andrew Strickland		Chairman	
Chairperson		Title (typed)	

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

## **LIABILITY WAIVER**

RECIPIENT: Baldwin County	
LOCAL WORKFORCE AREA: 011	
SUBGRANT NO: 31-25-25-06-011	
SUBGRANT PERIOD:	
FROM: 7/1/2025 THRU:	6/30/2027
PROGRAM TITLE/TYPE: I Dislocated	Worker Program
DATE OF AWARD: 7/1/2025	
EIN: 58-6000782 UNIQUE ENTITY IDENTIFIER (UEI): DQQFU	GRF6MW6
Approved Indirect Cost Rate: [Insert Rate] Fiscal Agent Risk Level:	
THE LOCAL GRANT RECIPIENT AGREES TECHNICAL COLLEGE SYSTEM OF ODEVELOPMENT, ITS OFFICERS AND EMPLO ALL CLAIMS, COSTS, DAMAGES, OR EXOMISSIONS OF THE RECIPIENT, ITS EMPLOUNDER THIS GRANT AWARD.	GEORGIA'S OFFICE OF WORKFORCE YEES AND THE STATE OF GEORGIA FROM YEENSE ARISING FROM ANY ACTS OR
8-19-2025	
Date of Acceptance	Authorized Signature
	Chairman
	Title (typed)

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



**AGENDA ITEM:** OneGeorgia Rural Site Development Award Project Management

Agreement Between Development Authority of Milledgeville-Baldwin County and Baldwin County Board of Commissioners

**MEETING DATE:** August 19, 2025

**PREPARED BY:** County Manager

**RECOMMENDED ACTION:** Approve OneGeorgia Rural Site Development Award Project Management Agreement between DAMBC and Baldwin County.

BACKGROUND INFORMATION: The county shall ensure that the requirements of the grant are met. The county shall act as the fiscal agent for the \$2 million OneGeorgia Equity Rural Site Development Award. The county shall provide the necessary local funds for the project including preliminary engineering and design and bid document preparation from previously allocated SPLOST funds for DAMBC based on the concept plan. All cost overruns shall also be deducted from allocated SPLOST funds for DAMBC. The county will competitively procure preliminary engineering and design, bid document preparation, and construction management services. Construction management costs will come from the grant. If after completion of the project, the grant has to be repaid, then the COUNTY shall deduct the amount of the grant from allocated SPLOST funds for DAMBC.

### ONEGEORGIA RURAL SITE DEVELOPMENT AWARD #25sd-MCR-5-5268 PROJECT MANAGEMENT AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of August, 2025 by and between the **DEVELOPMENT AUTHORITY OF MILLEDGEVILLE-BALDWIN COUNTY** (hereinafter called the "**DAMBC**") and **BALDWIN COUNTY** (hereinafter called the "**COUNTY**").

#### WITNESSTH:

WHEREAS, the COUNTY proposes to let to construction the above indicated project located at Sibley Place site without cost to DAMBC except as hereinafter specified; and

WHEREAS, DAMBC is authorized to enter into this Agreement with the COUNTY by virtue of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, the COUNTY is authorized to enter into this Agreement by virtue of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, **DAMBC** and the **COUNTY** agree as follows:

# ITEM I OBLIGATIONS OF THE COUNTY

The COUNTY shall ensure that the requirements of the grant for OneGeorgia Rural Site Development Award are met (EXHIBIT A). The COUNTY shall act as the fiscal agent for the \$2 million OneGeorgia Equity Rural Site Development Award. The COUNTY shall provide the necessary local funds for the project including preliminary engineering and design and bid document preparation from previously allocated SPLOST funds for DAMBC based on the concept plan (EXHIBIT B). All cost overruns shall also be deducted from allocated SPLOST funds for DAMBC. The COUNTY will competitively procure preliminary engineering and design, bid document preparation, and construction management services. Construction management costs will come from the grant. If after completion of the project, the grant has to be repaid, then the COUNTY shall deduct the amount of the grant from allocated SPLOST funds for DAMBC.

### <u>ITEM II</u> LEGAL SERVICES

The COUNTY will provide all legal counsel and services associated with the grant.

## ITEM III PROCUREMENT

Once the environmental clearance is obtained and the construction plans completed, the project may be let. **COUNTY** shall follow its procurement policy and follow Georgia law for letting of road projects. Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (including copies of the executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project.

# ITEM IV OBLIGATIONS OF DAMBC

Upon signing of this Project Management Agreement, DAMBC shall accept the grant award.

### <u>ITEM V</u> GENERAL PROVISIONS

- 1. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
- 2. This Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous communications, representations, or agreements pertaining to the subject matters addressed herein. No other agreement, statement or promise relating to the subject matters of this Agreement not contained in this Agreement shall be valid or binding.
- 3. TERM OF AGREEMENT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS AGREEMENT WILL EXPIRE NO LATER AUGUST 18, 2028.
- 4. Nothing contained in this Agreement shall be construed to be a waiver of the sovereign immunity belonging to the County or DAMBC or any individual's qualified good faith or official immunities.
- 5. The rights, privileges, and obligations under this Agreement shall not be assigned by any Party without the prior written consent of the other Party.
- 6. This Agreement may only be amended in writing, signed by both Parties.
- 7. This Agreement shall inure to the benefit of, and be binding upon each Party's respective successors, heirs, and assigns.
- 8. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- 9. This Agreement is made and entered into in Baldwin County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
- 10. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 11. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
- 12. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- 13. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

- 14. If one or more of the provisions of this Agreement is held or declared to be illegal or invalid, that illegality or invalidity shall not affect any other provision of this Agreement and this Agreement will be construed and enforced as if the illegal or invalid provision had not been contained in it.
- 15. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart, provided, however, that each has signed an identical counterpart.
- 16. This Agreement will become effective on the date the last Party executes this Agreement.

**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of **DAMBC** by the Board of Directors and on behalf of **COUNTY** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the DEVELOPMENT AUTHORITY OF MILLEDGEVILLE-BALDWIN COUNTY BY:

Chair
this \_\_\_\_\_ day of \_\_\_\_\_\_.

ATTEST:

Treasurer

BY:
BALDWIN COUNTY BOARD OF COMMISSIONERS

Chairman, Board of Commissioners
this \_\_\_\_\_ day of \_\_\_\_\_\_.

ATTEST:

ATTEST:

Clerk, Board of Commissioners



June 18, 2025

Mr. Jonathan Jackson
Development Authority of the City of Milledgeville – Baldwin County
1601 N. Columbia St., Suite 200
Milledgeville, GA 31061

Re: OneGeorgia Rural Site Development Award # 25sd-MCR-5-5268

Dear Mr. Jackson,

Congratulations on the selection of your project as a recipient of a OneGeorgia Equity Rural Site Development Award. These funds in the amount of \$2,000,000 have been approved to assist with an entry road and road improvements to the Sibley Place site.

Enclosed are the Statement of Award, Statement of General Conditions, Statement of Special Conditions, and Approved Budget that have been placed on the award drawdown forms and signature cards, along with instructions. You will receive a link for the acceptance of the award to be used in the administration of your project. Please access these documents electronically to print copies of each for the Authority's file. Please note that your acceptance of these contract documents makes you responsible for adherence to all grant requirements.

After careful study of both the Statement of Conditions, please acknowledge your acceptance by signing the <u>Statement of Award, Statement of General and Special Conditions, Approved Budget, W-9, Authorization Agreement for Automatic Deposits, and the <u>signature card.</u> Once signed, executed copies of each statement, W-9, Authorization Agreement for Automatic Deposits, and the signature card must be uploaded in GrAAM. Please maintain an executed copy of each document for your records. There is also a copy of the <u>Agreement to Provide Independent Audit Report</u> to be signed and uploaded in GrAAM. The grant award does not become effective until we receive all of these executed copies.</u>

If you have any questions in regard to this grant, please do not hesitate to call Gina Webb, OneGeorgia Director, at 404-387-1429 or Tonya Mole at 404-852-6876.

G. Christopher Nunn

Commissioner

Cc: Tonya Mole, DCA

### Item 6.

# Georgia Department of Community Affairs

# Statement of OneGeorgia Rural Site Development Award

Recipient:	Development Authority of t	he City of Milledgeville a	and Baldwin Cou	nty
Date of Award:	06/17/2025	Rural Site Develop	ments; \$2,000,00	00
Award Number:	25sd-005-5-5268		Type Grant	
		Award Period: From	06/17/2025 To	06/17/2027
seq. and by res	reby made in the amount and for colution of the Board of the OneG at forth in the application submitte	eorgia Authority, to the Recip	pient indicated above	e, in accordance
Authority's Rura state law. It is a	ubject to all applicable laws, rules al Site Development Regulations also subject to such further rules, OneGeorgia Authority consistent v	and Guidelines as well as all regulations and policies as m	l applicable provisio nay be reasonably p	ns contained in prescribed by the
thirty (30) days Development A	Il become effective on the beginn of the award execution date (bel ward and any attached properly athority, Georgia Department of C	ow), the properly executed or executed revisions and cond	riginal Statement of ition statements are	Rural Site returned to the
		ONEGEOF By The Georgia Dep	For the RGIA AUTHORIT artment of Commun	
budg (atta	award is subject to the approved get and general conditions. ched) award is subject to special itions. (attached)	D.Cli	AMM ommissioner	
		<u> (e-17:</u> Da	Zozs ate Executed	
hereby signify	acting unde acceptance for the recipient of the porated by reference therein.	er my authority to contract on ne above described Award or	behalf of the recipient the terms and con-	ent, ditions stated
Date of Accep	tance:		Authorized Signature	
		( <del></del>	Title (typed)	

## Item 6.

# Georgia Department of Community Affairs OneGeorgia Rural Site Development Approved Budget

Recipient: Deve	lopment Authority of the City of Milledgeville and	d Award Number: 25s	d-MCR-5-5268
Baldv	vin County	_	
Activity Code			Activity Budget
G70-1101-I	Site Preparation		\$415,430
G70-1405-I	Streets		\$385,775
G70-1404-I	Flood and Drainage		\$957,510
G70-2101-I	General (other)		\$241,285
		Budget Total	\$2,000,000
		Ŭ	. , ,
Project Descrip	otion		
	thority of the City of Milledgeville-Baldwin County is seeki oad improvements to the Sibley Place. The total project co		
	peing developable acres. This is a GRAD Certified site.	osts are \$2,195,962. The	total acreage is
Date of Acceptance			
rate of Atooptanee	ş.		
	<b>2</b> :	Authorized Sig	nature
	o:	Authorized Sig	nature
	e:	Authorized Sig Name (typ	

Title (typed)

# Georgia Department of Community Affairs Statement of OneGeorgia Rural Site Development General Conditions

Page	1	of	3
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Recipient: Development Authority of the City of Milledgeville and Baldwin
County

Award Number: 25sd-MCR-5-5268

- 1. Unless otherwise stated, upon approval of the OneGeorgia Authority, up to 90% of the total award may be drawn down as soon as the award documents are properly executed, special conditions (if any) cleared, and appropriate cost documentation submitted. Draws will be processed on an as-needed basis but no more than twice per week. OneGeorgia reserves the right to withhold payment of the final 10% of the grant award until after completion of the OneGeorgia portion of the project and satisfactory submission of all interim or final reports (depending on overall project status) and copies of cancelled checks, bank statements and/or other appropriate documentation related to the OneGeorgia-funded activities of the project.
- 2. Recipient's internally adopted procurement procedures must meet applicable state and local requirements (e.g., HB 1079). The procedures will be adhered to and proper documentation shall be maintained in the program file so as to document such adherence.
- 3. Drawdowns for construction costs and/or professional services shall be disbursed to the recipient subject to OneGeorgia's approval of copies of vendor invoices or paid invoices, properly completed drawdown forms and, if applicable, properly completed certification forms (e.g. AIA or similar). If force-account labor is used, recipient shall provide cost documentation that is certified by the appropriate local government official. This information should include, but not be limited to, the number of labor and/or machinery hours and their hourly rates. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
- 4. Drawdowns for machinery and/or equipment shall be disbursed to the recipient based on approved unpaid or paid vendor invoices. All invoices must show the recipient as the "bill-to" entity or else be accompanied by secondary documentation (e.g., bill of sale) that indicates title to and ownership of the subject machinery and/or equipment has been transferred to the recipient. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
- 5. Drawdowns for land acquisition must demonstrate the acquisition cost (e.g., purchase option and/or sales contract). Within 45 days of drawdown, documentation evidencing the land acquisition (i.e., executed settlement statement and a properly recorded deed evidencing the recipient's fee simple title to the land) must be forwarded to the OneGeorgia Authority. If the land was acquired with interim financing, the recipient must submit evidence of secured interim financing (i.e., executed loan papers). In such a case, within 45 days of drawdown, the recipient must provide OneGeorgia with evidence that the interim financing has been paid off (i.e., satisfied or paid promissory note and release of any security interest in the land) and a copy of the recorded deed evidencing the recipient's fee simple title to the land.
- 6. The recipient agrees to provide for the balance of funding for any cost overruns that exceed award amount.
- 7. The recipient certifies that all assets financed with OneGeorgia funds will be publicly owned property and that appropriate documentation evidencing such ownership will be available for OneGeorgia review.
- 8. The recipient certifies that before engaging in any land-disturbing activity and before acquiring real property, it will comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) and any other applicable laws and regulations.
- 9. The recipient certifies that the project is in compliance with the applicable local government's Comprehensive Plan, as approved by the State, is consistent with the applicable community's adopted Service Delivery Strategy and is in compliance with the State's rules governing Developments of Regional Impact. Furthermore, the appropriate local government is a Qualified Local Government as certified by the State.

Date of Acceptance:	
	Title (typed)
Authorized Signature	Name (typed)

# Georgia Department of Community Affairs Statement of OneGeorgia Rural Site Development General Conditions

Item	6.
110111	٠.

	Statement of OneGeorgia Rural Site Developmen	nt General Conditions
Recipie	ent: Development Authority of the City of Milledgeville and Baldwin	Award Number: 25sd-MCR-5-5268
	County	-
10.	Where applicable, the recipient agrees to obtain approval from the Geother project's plans and specifications as required. The recipient also agridisturbance, erosion control, etc.).	
11.	The recipient certifies that no applicable state laws, rules, regulations or a in carrying out this project and expending OneGeorgia funds.	applicable local ordinances shall be violated
12.	The recipient certifies that no conflicts of interest exist with regard to this constitutes a conflict of interest, consult the OneGeorgia Recipient's Man	
13.	The recipient certifies that without limitation of any other condition, One cost of entertainment. Entertainment costs are defined as: "costs of at costs relating thereto, such as meals, beverages, lodgings, rentals, transfincludes meal/beverage expenses incurred for meetings which could reabusiness and which did not require the provision of a meal.	musements, social activities and incidental sportation, and gratuities." This definition
14.	All applications as well as supporting documentation submitted to the O provisions governing Georgia Open Records requests. All records per financial or programmatic, shall be maintained by the recipient for a mini grant close-out.	tinent to the OneGeorgia project, whether
15.	Local government recipients shall maintain their accounting records in <i>Accounts for Local Governments in Georgia</i> , as mandated under state lashall undergo an annual financial audit conducted in accordance with Standards. A Source and Application of Funds Schedule and a Project Cobe included in the audit report. The recipient shall submit to the One cover all or part of the award period.	w (O.C.G.A. § 36-81-3), and all recipients Generally Accepted Government Auditing ost Schedule for all OneGeorgia funds must
16.	Development Authorities with powers set forth in Chapter 62 of Title 36 must adhere to O.C.G.A. § 36-62-7 and any other applicable law or regulin whole or in part with OneGeorgia funds.	
17.	The OneGeorgia award will remain "open" until the entire project (included complete. After project completion, OneGeorgia will conduct a close-oproject's consistency with objectives and goals stated in the application quantitative measure of the public benefits (e.g. jobs created, private involutional project (e.g. feasibility study), a copy of the OneGeorgia-fut OneGeorgia Authority for review upon completion. If either the site is satisfactory, an award close-out letter will be issued to the recipient.	ut site visit of the project to determine the on. The site visit will also consist of a estment). If OneGeorgia funds are used for nded project should be forwarded to the
18.	The recipient will be responsible for submitting semi-annual progress reterm of the award. These reports are due June 30 and December 31 of ear on their semi-annual reporting requirements may not be eligible to draw Authority.	ich year. Recipients who are not up-to-date
Date o	of Acceptance:	Title (typed)

Name (typed)

Authorized Signature

# Georgia Department of Community Affairs Statement of OneGeorgia Rural Site Development General Conditions

Item	6.
110111	٠.

Recipie	nt: Development Authority of the City of Milledgeville and Baldwin	Award Number: 25sd-MCR-5-5268
	County	
19.	The Recipient, by signing these Conditions, is certifying that it will com-36 entitled "Verification of Lawful Presence Within United States" ar States of any natural person 18 years of age who has applied for state or Section 1621, or for federal public benefits, defined in U.S.C. Section 1 political subdivision of this state.	d verify the lawful presence in the United local public benefits, as defined in 8 U.S.C.
20.	The Recipient, by signing these conditions, is certifying that it will comp-10-91 under Article 3 entitled "Security and Immigration Compliance every public employer, including, but not limited to, every municipality the federal work authorization program to verify employment eligibility information, including a link to the Homeland Security website and employees, see the OGA Recipient Manual and Forms Page at: <a href="https://development/funding-programs/onegeorgia-authority">https://development/funding-programs/onegeorgia-authority</a>	"This requires, among other things, that and county, will register and participate in by of all newly hired employees. For more at the I-9 Form requirements for all new
21.	The OneGeorgia Authority expects that all assets constructed, improve will be used for the approved use for no less than five years from the avimmediately if there is a proposed change in use. OneGeorgia will require facility and/or asset is converted to an ineligible use or from public owner.	ward date. OneGeorgia should be contacted uire repayment of the award in the event a
22.	For EDGE projects only: the recipient certifies that in accordance with S it will be accountable for this state EDGE expenditure made in partial fulfilling its mission as outlined in its EDGE application, local induagreements.	consideration of assisting the recipient in
23.	The Equity and EDGE programs generally require all Special Condition down. Requests for drawdown of Equity or EDGE funds must be a documentation (including approved pay request(s) and/or invoices), local oversight, and copies provided of cancelled checks or Educumentation being submitted. No funds will be paid without drawdown request.	ccompanied by adequate supporting cost certified by the Authority to demonstrate FT payment verification for the cost
24.	For Rural Workforce Housing Initiative projects only: The Recipient chomes being sold within the price range specified in the Notice of Fund not sold in the specified price range, the infrastructure grant is subject to	ing Availability. If the home/housing unit is
25.	For Rural Site Development projects only: The Recipient certifies that a facility will not be located within the industrial park being funded with for a minimum of 20 years. If the community allows for any of the aborpark, the infrastructure grant is subject to repayment to the OneGeorgia A	OneGeorgia Rural Site Development funds we-mentioned facilities to locate within the
Date o	f Acceptance:	
_ 4.0 0		Title (typed)
	Authorized Signature	Name (typed)

ร

# **Statement of Special Conditions**

Recipient <u>Development Authority of the City of Milledgeville and Baldwin County</u>

Award\_No <u>25sd-MCR-5-5268</u>

O1. Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (including copy of the executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project. (Please submit all required documents at one time).

Acceptance:	
	Authorized Signature
	Name (typed)

Title (typed)



# **SUPPLIER CHANGE REQUEST FORM**

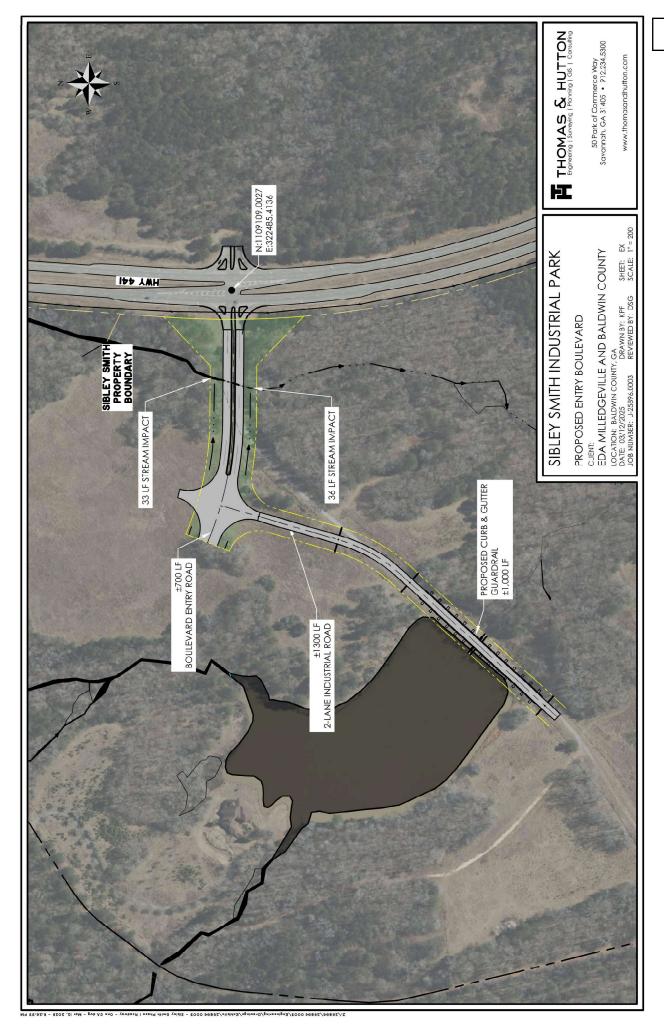
Item 6.

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

ency Use Only NEW EXISTING	SUPPLIER ID NUMBER: Agency Use Only	0 0 0 0	
SECTION 1 SUPPLIER IDENTIF	ICATION		
FEI/SSN/TIN			
Supplier Name as listed with IRS:			
Doing Business As (dba): if applicable			
CONTACT INFORMATION	ON (*REQUIRED) Enter the street address, city, sta	te, zip, and county)	
*Physical Address:			
Mailing Address:			
Payment Remit to Address:			
Contact's Name (REQUIRED FOR PAYMENT):		Contact's Title:	
*Contact's Email Address:			
Primary Phone #:	Ext: Contact's Phone #:		Ext:
Landline Cell Used for Id	Land		Verification
Driver's License #: For individuals only		DL State:	
	IFORMATION Required for New and Reactivating suppli- formation and understand all payments m		
ACH is not applicable for the chan		ade to me will be via che	scr.
Replace Remittance Address at Lo			
Replace Invoicing Address at Loc			
		7	
	Change Bank Account Enter Loc #	Agency Liaisons are required to complet	e items on this line for bank change
Name Exactly as Listed on Bank Acco	ount:		
Bank Name:			
ROUTING #	NEW ACCOUNT #		
	igits of Previous Bank Account # For changes		
Check here if General Bank Accou	nt can be used by ALL State of Georgia a	gencies making payme	nts.
Check here if this account can onl	y be used for a SPECIFIC PURPOSE		
	A COOLINITO DECENVA DI E NOTIFICAT		OSE DESCRIPTION
PAYMENT REMIT EMAIL ADDRESS:	ACCOUNTS RECEIVABLE NOTIFICAT	ION	
PAYMENT REMIT EMAIL ADDRESS:			
I authorize the State of Georgia to deposit payment to acknowledge that this agreement is to remain in full eff	or goods and/or services received into the provided bank accordect until such time as changes to the bank account information are ridual to notify the State of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the bank account in the state of Georgia of any changes to the state of Georgia of Georgia of the state of Georgia of Georgi	e submitted in writing by the vendor o	r individual named
Printed Name of Company Officer	Signature of Company	Officer	Date
rinted ivalue of Company Unicer	Signature of Company	CHICEI	Duto

SECTION 3 DIVERSITY IDEN	TIFICATION (Check A	LL That Apply)	
BUSINESS CERTIFIC	CATIONS	MINORITY BUSINESS ENT	ERPRISE (51% owners
GA Small Business*	omen Owned	Hispanic – Latino	African American
GA Resident Business**	inority Business Certified	Native American	Asian American
✓ Not Applicable		Pacific Islander	Not Applicable
VETERANS OWNED SMALL BUS	INESS (Check ALL That Ar	(vlac	Prefer Not to Answer
Nonveteran Owned Small Busine	`	Business Service Disable	d VOSB Prefer Not to Disclose
*Based on Georgia law (OCGA 50-5-21) (3) "Small B	usiness " means any business which is in	<u>—</u>	<u>—</u>
employees OR \$30 million or less in gross receipts per **Georgia resident business is defined as any busi proposal to the state or a new business that is domicil a place from which business is conducted shall not ince  SECTION 4 — REQUESTED C	ness that regularly maintains a place from ed in Georgia and which regularly maintai clude a post office box, a leased private ma	ns a place from which business is physically o ailbox, site trailer, or temporary structure.	
_	. , ,		
1099 Eligible Cannot change to non-eli			
1099 Addr ID # Agency Liaisons at		nere to mail 1099	
1099 – M Enter Code (Requir	ŕ		
1099 – N <u>Code 01</u> (01 i	s the only code available for the 1099	– NEC)	
Add Additional Address (Enter addi	tional address in Section 1)		
Change/Correct <u>Existing</u> Addre	ss Enter Add	r ID # to change	
Add/Change Payment Alt Name	to an existing or new add	ress	
Payment Alt Name:			
Classification Change: (Agency Liais	ons are required to check one for Classifica	ntion Changes.)	
Attorney	HCM Stude	nt Supplier Non	-minority
Gov Non-State of GA	Non-Supplier Suppl	lier Minority	
FEI/TIN Change			
Statewide Contract (DOAS Use Only			
HCM Vendor			
Deactivate Supplier Profile (Agenc	y Liaison MUST attach written justification f	rom the supplier with the SCR.)	
Reactivate Supplier Profile			
Supplier Name Change			
Other (Provided details in the Comments section	below)		
Comments			
ACENCY LISE ONLY SECTION		IN CEDTIFICATION (DE	
AGENCY USE ONLY SECTION  By my signature below, I certify that all re	asonable effort has been made to	•	•
the supplier's name and Tax ID listed abo	/e.		42800
AGENCY LIAISON NAME	AGENCY LIAISON SIGN	ATURE DATE	BU/Company ID#

AGENCY LIAISON SIGNATURE



#### **RESOLUTION R-2025-68**

A Resolution to Authorize an Agreement Between the Baldwin County Board of Commissioners and the Development Authority of Milledgeville-Baldwin County in Preparation for the Acceptance of a OneGeorgia Equity Rural Site Development Award for Sibley Place

WHEREAS, The Baldwin County Board of Commissioners in conjunction with the Development Authority of Milledgeville and Baldwin County has been selected as the recipient of a OneGeorgia Rural Site Development Grant Award to make improvements to Sibley Place; and

WHEREAS, the One Georgia Grant award 25sd-MCR-5-5268 provides 2 million dollars toward an entry road, site preparations, streets, flood and drainage, and general improvements at Sibley Place; and

WHEREAS, the mutual receipt of this award requires an agreement between the Board of Commissioners and the Development Authority to outline the disbursement and responsibilities association with receiving funds from OneGeorgia Grant 25-sd-MCR-5-5268; and

WHEREAS, an agreement between Baldwin County Board of Commissioners and the Development Authority of Milledgeville and Baldwin County is hereby attached and by reference, it, along with all of the references, attachments, and addendums included in the agreement are duly incorporated and made a part of this resolution as Exhibit A.

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

- 1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Acceptance. The Board of Commissioners hereby authorizes the acceptance of the OneGeorgia Grant award 25sd-MCR-5-5268 in the amount of 2 million dollars to improve Sibley Place.
- Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with the Development Authority of Milledgeville and Baldwin County to outline the disbursement and responsibilities association with receiving funds from OneGeorgia Grant 25-sd-MCR-5-5268.
- 4. Authorization of Chairman. The Board of Commissioners hereby authorize the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with the Development Authority of Milledgeville and Baldwin County and to take all action necessary in conformity therewith.

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

SO RESOLVED, this 19th day of August, 2025.

Baldwin County, Georgia

BALDWIN COUNTY, GEORGIA	
	Andrew Strickland, Chairman Baldwin County Board of Commissioners
ATTEST:	
Bo Danuser, County Clerk	

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



**AGENDA ITEM:** Approve Contract for the Sale of 300 Sparta Hwy

**MEETING DATE:** August 19, 2025

**PREPARED BY:** County Manager

**RECOMMENDED ACTION:** Approve contract for sale of 300 Sparta Hwy to Jaykrishna Patel in the amount of \$1525 plus all closing costs.

**BACKGROUND INFORMATION:** Staff went out to bid for the sale of 300 Sparta Hwy. The county owns this parcel which has a dilapidated structure that must be torn down. The advertisement for the sale required demolishing the structure. Board of Commissioners accepted the bid from Mr. Patel. Contract has been prepared which requires the demolition of the property within 90 days.

#### PURCHASE AND SALE AGREEMENT

#### A. PURCHASE AND SALE

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcels of land with such improvements as are located thereon described as follows:

300 Sparta Highway, Milledgeville, Georgia 31061 being more fully described or depicted on Exhibit "A" attached hereto and made a part hereof (the "Property").

#### B. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price of said property shall be One Thousand Five Hundred Twenty-Five and 00/100 DOLLARS (\$1,525.00) to be paid as follows:

By bank wire transfer of immediately available funds.

## C. <u>REAL ESTATE BROKER/COMMISSION</u>

The Property is not currently listed with any Real Estate Broker/Agent and no commission is due. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Purchaser shall ever suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated by, or arising out of any acts or agreements of Seller. Purchaser represents to Seller that Purchaser has not discussed this Agreement or the subject matter thereof with any other real estate broker, agent, or salesperson so as to create any legal right in any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Agreement. Purchaser hereby indemnifies and holds Seller harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Seller shall ever suffer or incur because of any claim by any broker, agent, or sales person, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Property contemplated hereby, or arising out of any acts or agreements of Purchaser. This Section C shall survive the Closing or any termination of this Agreement.

### D. <u>WARRANTY OF TITLE</u>

Seller warrants that it presently has title to the Property, and at the time of closing, Seller agrees to convey good and marketable title to the Property to Purchaser by a Limited Warranty Deed subject to (1) Easements, plats, covenants, restrictions, right-of-way deeds, agreements, and/or reservations of record, including any declaration of covenants related to a Homeowner's Association or Property Owner's Association; and (2) Any laws, regulations, or ordinances (including but not limited to zoning, building, and environmental matters) as to the use, occupancy, subdivision, or improvement of the Property adopted or imposed by any governmental agency.

#### E. CONDITION OF PROPERTY AND INSPECTIONS

The Property is being sold "AS-IS, WHERE-IS AND WITH ALL FAULTS" and Seller makes no representations or warranties regarding the condition thereof. Purchaser and Seller agree that all inspections/examinations of all aspects of the Property by the Purchaser and/or her agents and employees have been completed.

#### F. <u>RESPONSIBILITY TO COOPERATE</u>

Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties at such times as required to fulfill the terms and conditions of this Agreement.

#### G. TIME IS OF THE ESSENCE.

Time is of the essence does apply in this Agreement. Whenever the last day for the exercise of any right or the discharge of any obligation under this Agreement shall fall upon a Saturday, Sunday, or any public or legal holiday, the party having such right or obligation shall have until 5:00 p.m. Eastern Time on the succeeding regular business day to exercise such right or discharge such obligation.

#### H. ASSIGNMENT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. This Agreement may not be assigned by Purchaser in whole, or in part.

#### I. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Property.

#### J. <u>COUNTERPARTS</u>

This Agreement may be executed in any number of identical counterparts, any of which may contain the signatures of less than all of the parties hereto, but all of which together shall constitute a single agreement. Signatures delivered by facsimile or other electronic means shall be as binding as originals upon the parties so signing.

#### K. SURVIVAL OF AGREEMENT

It is the intent of the parties hereto and as part consideration of this sale that the terms and conditions contained herein shall not survive the closing and shall merge with the delivery of the Limited Warranty Deed to Purchaser, except as noted in Section C and Section R herein.

#### L. WAIVER

Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement or to take advantage of any right under this Agreement, shall not constitute a waiver of the other provisions or rights.

#### M. <u>DEFAULT</u>

- 1. **Default by Purchaser.** If the sale and purchase of the subject property is not consummated because of Purchaser's default, or otherwise perform its obligations hereunder in any material respect, and the failure or refusal is not cured within five (5) business days after written notice from Seller, then Seller shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Seller elects to seek specific performance, Seller must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Seller because of Purchaser's intentional acts or omissions, then Seller may terminate the Agreement and pursue an action for actual damages against Purchaser for proven out of pocket costs.
- 2. **Default By Seller.** If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement, or otherwise perform its obligations hereunder in any material respect, and the failure or refusal is not cured within five (5) business days after written notice from Purchaser, then Purchaser shall have the right either to: (i) terminate this Agreement, or (ii) seek specific performance of this Agreement. If Purchaser elects to seek specific performance, Purchaser must file suit for specific performance within ninety (90) days following the date of the alleged default. If specific performance is not available to Purchaser because of Seller's intentional acts or omissions, then Purchaser may terminate the Agreement and pursue an action for actual damages against Seller for proven out of pocket costs.

#### N. ENVIRONMENTAL REPRESENTATION

Seller represents that it has no actual knowledge that (a) any petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the subject property, (b) toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous substances (as defined under the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act, as amended, or any similar state or local statute or regulation) have been generated, stored, dumped, or disposed of on the subject property other than possible unauthorized random dumping, or (c) any such materials or wastes been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the subject property, except as set forth below:

#### **NONE**

## O. <u>INTEGRATION; MODIFICATION</u>

This Agreement contains the full and complete understanding and agreement of Purchaser and Seller with respect to the transaction contemplated by this Agreement and no prior agreements or representations shall be binding upon Purchaser or Seller unless included in this Agreement. No modification to or change in this Agreement shall be valid or binding upon Purchaser or Seller unless in writing and executed by the parties intended to be bound by it.

#### P. <u>APPLICABLE LAW AND VENUE</u>

This Agreement shall be construed in accordance with the laws of the State of Georgia and venues for resolution in all disputes wherein by mediation, arbitration or litigation, shall lie in the county where the Property is located.

#### Q. COUNSEL

- 1. Purchaser and Seller hereto warrants and represents that each party shall bear their own attorneys' fees, costs and expenses;
- 2. Purchaser and Seller hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its own choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.
- 3. Purchaser and Seller hereto warrants and represents that each party agrees that by drafting this Agreement and serving as the Closing Agent in this transaction, Smith, Welch, Webb & White, LLC, shall not be construed to have an attorney-client relationship with the Purchaser. Instead, Purchaser acknowledge and agree that Smith, Welch, Webb & White, LLC., or its attorneys, shall be representing the Seller in this transaction.

#### R. SPECIAL STIPULATIONS

The following stipulations, if conflicting with any terms of this Agreement shall control:

- 1. Closing shall occur on or before September 30, 2025, at the offices of Smith Welch, Webb & White, LLC, 2200 Keys Ferry Court, McDonough, GA 30253, which may at the request of either party be conducted as a "mail-away" closing not requiring representatives of Purchaser and/or Seller to be present.
- 2. Closing Costs consisting of the following but not limited to: Closing Attorney Settlement or Closing Fees, Transfer Tax, Title Search, Recording Fees, Courier Fees, Post Closing Fees and Title Insurance Premiums shall be paid by the Purchaser at closing.
- 3. Purchaser shall demolish the dilapidated structure located on the Property within ninety (90) days after the date of Closing. If the Purchaser fails to demolish the dilapidated structure within ninety (90) days after the date of Closing, the Seller shall notify the Purchaser that the Property has reverted back to the Seller (the "Notice of Reversion") for failure to comply with the terms of this Agreement. The Purchaser shall deliver a duly executed Limited Warranty Deed conveying the Property back to the Seller within thirty (30) days of receiving the Notice of Reversion from the Seller. This Section R(3) shall survive Closing.
- 4. Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Seller shall pay such Title Curative Fees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has signed and sealed this Purchase and Sale Agreement on the date shown below their signature. This Purchase and Sale Agreement shall for all purposes be deemed to be FULLY EXECUTED and dated (the "Effective Date") on the later of the dates of execution shown below for Seller and Purchaser.

**SELLER:** 

BALDWIN COUNTY BOARD OF COMMISSIONERS
By:Name:
Name: Title:
Date of Execution:
By:Name:
Title:  Date of Execution:
PURCHASER:
JAYKRISHNA PATEL
Date of Execution:

# **EXHIBIT "A"**

All that certain lot or parcel of land containing 0.245 acre situate, lying, and being in the 115th District, G.M., Baldwin County, Georgia, being identified as Lot Number Two on the plat of lands of Nina Carr Watson Ashfield recorded in Deed Book 63, at Page 220, in the office of the Clerk of the Superior Court of Baldwin County, Georgia, and being generally bounded as follows: On the north by lands owned by Thad Ashfield; on the east by lands known as the Gautier Place; on the south by lands formerly owned by Nina Carr Watson Ashfield; and on the west by land of Casper W. Hawkins, Jr.

This is the same property conveyed from Jean S. Hawkins, Karen Cyrese Hawkins, and Anita Hawkins Brooks to Opal Florence Blizzard and Dorothy S. Hawkins by a deed dated December 12, 1977, and recorded in Deed Book 131, Page 500, Baldwin County, Georgia Records.

Said property being subject to all zoning ordinances, easements, right of ways, and restrictions of record.

#### **RESOLUTION R-2025-69**

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

#### WITNESSETH:

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

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

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

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

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

**WHEREAS**, the County, by and through its Board of Commissioners, hereby adopts the following Resolution and the attached Agreement to Sell Property in the exercise of its sound judgment and discretion after giving thorough consideration to all the implications involved and keeping in mind the public interest and welfare of the citizens of the County.

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

- **1. Incorporation of Recitals**. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- **2. Acceptance of Agreement to Purchase Property**. The County hereby approves the Agreement to Sell Property attached hereto as Exhibit "1."
- **3. Authorization to Pursue Purchase of the Property.** The County Manager, County Attorney, employees, agents, or a combination thereof, are hereby authorized and specifically directed to continue in good faith the diligent pursuit of selling the Property by the Agreement to Sell Property reflected in Exhibit "1" to the highest responsible bidder.

- **4. Authorization of the Chairman and County Manager**. The Board of Commissioners hereby authorizes the Chairman or County Manager to sign, execute, and deliver the Agreement to Sell Property reflected in Exhibit "1."
- **5. Other Actions Authorized**. The Chairman, County Attorney, and County Manager shall be authorized to take any other action necessary or convenient and to execute and/or attest and seal any additional documents which may be necessary or convenient to effectuate this Resolution or the transactions contemplated by this Resolution.
- **6. Actions Ratified, Approved and Confirmed.** The signatures in the Agreement to Purchase Property from the Chairman or County Manager for the Board of Commissioners evidences the adoption by the Governing Body of this Resolution.
- **7. Severability**. In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- **8. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

**SO RESOLVED**, this 19<sup>th</sup> day of August, 2025.

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

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



**AGENDA ITEM:** Selection of Grant Writer / Administrator and Engineering Firm for the 2026

Community Development Block Grant (CDBG) Multiactivity Application

Aggregated Total

**MEETING DATE:** August 19, 2025

**PREPARED BY:** County Manager

Carlos

**RECOMMENDED ACTION:** Award contracts to Allen-Smith Consulting, Gilbert + Associates and Carter & Sloope for Grant Writer / Administrator and Engineering services for the 2026 Community Development Block Grant (CDBG) Multiactivity Application.

BACKGROUND INFORMATION: As part of the CDBG application process the County sent Requests for Qualifications (RFQ) for grant writers / administrators and engineering firms for the 2026 CDBG application. There were nine (9) responses received for grant writers / administrators and two (2) for engineers. All responses were scored by a team of staff members who work with this program. Staff recommends Allen-Smith Consulting as grant writer / administrator for the CDBG and Gilbert and Associates as grant writer / administrator for the housing component of CDBG. Staff recommends Carter and Sloope, Inc. be selected as the engineering firm. Below are the scores.

Lisa

Haly

ΕN	GII	ΝĿΙ	EKI	NG

Firm	Tobar	Danuser	Marks	Hicks	Points
JQOL	3	7	4	6	20
Carter and Sloope	12	11	12	12	47
		<b>GRANT ADMI</b>	NISTRATIO	N	
					Aggregated
	Carlos	Во	Lisa	Haly	Total
Firm	Tobar	Danuser	Marks	Hicks	Points
Allen-Smith Consulting	6	6	6	6	24
The Grant Project	3	3	3	3	12
VRD Investments	1	1	3	1	6
ELOS	3	4	4	4	15
Fund It Forward Grant					
Consulting	2	0	3	3	8
K & S [Kellogg &					
Sovereign] Consulting	1	2	0	1	4
Anese & Associates LLC	0	0	0	1	1
CAFA Enterprises LLC	0	0	0	1	1
Gilbert & Associates	6	6	6	6	24

Во