



BALDWIN COUNTY REGULAR MEETING

May 20, 2025

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of May 6, 2025 regular meeting and executive session minutes.

PRESENTATIONS

2. Certificates of Recognition

Allen Waddell - Commissioner Scott Little.

Air Medical Crew - James Caulfield, Melissa Michie, Sydney Morfoot, Katherine Bailes and Don Heironimus - Commission Chairman Andrew Strickland.

3. Boys and Girls Club.
4. Keep Milledgeville Baldwin Beautiful.

ADMINISTRATIVE/FISCAL MATTERS

5. Right of Way Mowing

Resolution R-2025-49 - a resolution to authorize an agreement with C & S Landscaping for county wide right of way mowing - County Manager.

6. Lead Service Line Inventory Field Investigation

Resolution R-2025-50 - authorize an agreement with Utility Solutions of America, Inc. to identify the existing service line materials on metered service - County Manager.

7. 300 Sparta Highway

Resolution R-2025-51 - authorize the sale of 300 Sparta Highway - County Manager.

8. Fishing Creek Trail

Resolution R-2025-52 - accept low bid from Sam Hall and Sons and authorize an agreement to construct the Fishing Creek Trail Extension - County Manager.

9. Water Line Extension

Authorize county staff to pursue a State Economic and Infrastructure Grant through the Southeast Crescent Regional Commission to run water lines from Highway 212 to Highway 22 - County Manager.

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

10. County Manager's Report - County Manager

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

11. EXECUTIVE SESSION

Executive Session to discuss property acquisition and litigation.

ADJOURNMENT

REMINDERS

Memorial Day Holiday - May 26, 2025 - all non-emergency county departments will be closed in observance of Memorial Day.

Commission Meeting - June 3, 2025, 6:00 PM - Government Center Room 220, 1601 North Columbia Street.

Commission Meeting - June 17, 2025, 6:00 PM - Government Center Room 220, 1601 North Columbia Street.

Joint Meeting with City of Milledgeville and Board of Education - June 16, 2025, 5:30 PM - Central Georgia Technical College.

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



BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

May 06, 2025

1601 N Columbia St, Suite 220

6:00 PM

Minutes

PRESENT

Andrew Strickland
Sammy Hall
Emily Davis
Scott Little

OTHERS

Carlos Tobar
Dawn Hudson
Brandon Palmer
Bo Danuser

CALL TO ORDER

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

INVOCATION

Patrick Bohannon, Youth Pastor of Lakeside Baptist Church, led the meeting in the prayer.

PLEDGE OF ALLEGIANCE

County Manager Carlos Tobar led the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Little made a motion to approve the April 15, 2025 commission meeting minutes. Commissioner Hall seconded the motion and the motion passed unanimously.

Commissioner Hall made a motion to approve the April 15, 2025 public hearing meeting minutes. Commissioner Little seconded the motion and the motion passed unanimously.

CERTIFICATES OF RECOGNITION

Chairman Strickland presented paramedic Phillip Rowland, EMT Matt Millwood, and EMT Othello Walker with Certificates of Recognition for excellence in trauma care and life saving work and an emergency medical service first responder dedicated to helping citizens of Baldwin County in their time of greatest need and to highlight the particular lifesaving skills performed on December 30, 2024 during a life-threatening emergency. Kristy Bryant was unable to attend.

Commissioner Scott Little recognized Toyia Barnes for her involvement in the community; he elaborated on programs she organized for young people including Christmas caroling and the Art Healthy Festival.

Commissioner Little read a certificate of recognition and presented it to Ms. Barnes to highlight the work she did with children through her Create Program which provides support and opportunities for children and for organizing the Art Healthy Festival.

PRESENTATIONS

Wanda Addeo, Executive Director of Overview, Inc., presented their annual report and gave a presentation outlining the community outreach programs provided by Overview, Inc. The services included the Baldwin County Senior Center and providing meals at the center and in the community, a foster grandparent program for special needs children, lighting and heating assistance, and they made minor home repairs. Mr. Tobar announced that Overview and the county worked together on getting a \$45,000 weatherization CHIP grant.

Commissioner Hall asked if the vacancies on her board were from Baldwin County. Ms. Addeo responded that they were not.

Chairman Strickland read a proclamation declaring the month of May as Community Action Month and presented the proclamation to Ms. Addeo.

Commissioner Little recognized former Commissioner John Westmoreland and Senator Rick Williams as being in attendance.

ADMINISTRATIVE/FISCAL MATTERS

Appointments

There was a discussion about the procedure for making nominations for appointments including having a meeting to discuss nominations.

Commissioner Scott Little made a motion to nominate Robert Binion for appointment to the Central State Hospital Local Redevelopment Authority. Commissioner Hall seconded the motion.

Commissioner Hall stated that Central State Hospital was doing a lot of work in real estate and he favored Mr. Binion because Mr. Binion had 30 years' experience in real estate.

Commissioners Little, Hall, and Strickland voted in favor of the appointment. Commissioner Davis voted against the appointment. The motion carried and Robert Binion was appointed to the Central State Hospital Local Redevelopment Authority.

There was a discussion about making an appointment to the Oconee River Greenway Authority following the procedure for appointments.

Commissioner Little made a motion to remove the appointment from the agenda. Commissioner Hall seconded the motion and the motion passed unanimously.

Resolution R-2025-37 – Coopers Park Splash Pad

County Manager Carlos Tobar gave a report stating the commission accepted the low bid and the County Attorney had approved the contract as to form.

The resolution was presented as follows:

RESOLUTION R-2025-37
A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH GREAT SOUTHERN RECREATION, LLC
FOR THE CONSTRUCTION OF THE COOPERS PARK SPLASH PAD

WHEREAS, The Baldwin County Board of Commissioners desire to enhance Coopers Park by installing a splash pad for the members of the Coopers Community to enjoy; and

WHEREAS, competitive bids were solicited with Great Southern Recreation, LLC proposal deemed most beneficial to Baldwin County and the residents of the Coopers Community; and

WHEREAS, on March 15, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the proposal from Great Southern Recreation, LLC and authorized an agreement be prepared to construct a splash pad in the Coopers Park; and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Great Southern Recreation, LLC to construct a splash pad in Coopers Park.
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 Great Southern Recreation, LLC and to take all action necessary in conformity therewith.
4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 6th day of May, 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. Commissioner Little seconded the motion and the motion passed unanimously.

Resolution R-2025-38 – Shaved Ice

County Manger Carlos Tobar stated the commission accepted the low bid and the attorney approved the contract as to form.

The resolution was presented as follows:

RESOLUTION R-2025-38
A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICE RISERS, LLC
DOING BUSINESS AS KONA ICE OF LAKE COUNTRY

WHEREAS, The Baldwin County Board of Commissioners desire to offer shaved ice to the participants and visitors to the Walter B. Williams Recreation complex; and

WHEREAS, competitive bids were solicited with Ice Risers, LLC doing business as Kon Ice of Lake Country proposal deemed most beneficial to Baldwin County and the Baldwin County Recreation Department; and

WHEREAS, on March 15, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the proposal Ice Risers, LLC doing business as Kona Ice of Lake Country and authorized an agreement be prepared to provide shaved ice at the Walter B. Williams Athletic Complex; and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Ice Risers, LLC doing business as Kona Ice of Lake Country and to provide shaved ice at the Walter B. Williams Athletic Complex.
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 Ice Risers, LLC doing business as Kona Ice of Lake Country 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 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners
ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

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

Resolution R-2025-39 – Golf Course Master Plan

The resolution was presented as follows:

RESOLUTION R-2025-39
A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MYDGOLF, LLC TO
DEVELOP A MASTER PLAN FOR THE LITTLE FISHING CREEK GOLF COURSE

WHEREAS, The Baldwin County Board of Commissioners desire to have a master plan for the Little Fishing Creek Golf Course; and

WHEREAS, it has been determined that MYDGolf, LLC has the necessary expertise in golf course design to develop a master plan; and

WHEREAS, on March 15, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the proposal from MYDGolf, LLC and authorized an agreement be prepared to develop a master plan for the Little Fishing Creek Golf Course; and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with MYDGolf, LLC to develop a master plan for the Little Fishing Creek Golf Course.
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 MYDGolf, LLC and to take all action necessary in conformity therewith.
4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners
ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

Chairman Strickland read a statement from Commissioner Butts objecting to the appointment to the redevelopment authority, and felt the commissioners should have a work session to discuss nominations. Commissioner Butts also expressed his concern that the golf course master plan was not bid out. County Manager Carlos Tobar stated anything under \$50,000 did not have to be bid and that this was a specific service from an expert.

There was a discussion about using hotel motel tax to pay for the plan and Ms. Hudson recommended using Hotel/Motel tax. Commissioner Davis asked that the record reflect that the golf course master plan would be paid for by hotel/motel tax and not for SPLOST or recreation funds. Chairman Strickland stated that the record could reflect that she requested it.

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

Resolution R-2025-40 – Judicial Alternatives of Georgia

Assistant County Manager Dawn Hudson stated Judicial Alternatives of Georgia provided probation services for the Superior Court; the contract was the same but needed updated signatures for the new chief judge and chairman.

The resolution was presented as follows:

RESOLUTION R-2025-40

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH JUDICIAL ALTERNATIVES OF GEORGIA, INC. TO CONFIRM THE TERMS OF PROVIDING PROBATION SERVICES FOR BALDWIN COUNTY AND TO REFLECT A CHANGE TO THE CURRENT CHIEF JUDGE OF THE BALDWIN COUNTY SUPERIOR COURT AND CHAIRMAN OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS

WHEREAS, The Baldwin County Board of Commissioners have been informed by the provider of probation services to the Baldwin County Superior Court that the current agreement with Judicial Alternatives of Georgia needs to be updated to reflect changes to the Chief Judge of the Superior Court and Chairman of the Board of Commissioners; and

WHEREAS, no substantive amendments, subtraction or additions have been made to the terms of the previously agreed to contract with Judicial Alternatives of Georgia other than the signatory authorizations as updated; and

WHEREAS, the aforementioned agreement with Judicial Alternative of Georgia is hereby attached and by reference duly incorporated and made part of this resolution as “Exhibit 1”.

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

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with Judicial Alternatives of Georgia as the probation service provider.
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 Judicial Alternatives of Georgia 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 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners
ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

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

Resolution R-2025-41 – Multi-Jurisdictional Hazard Mitigation Plan

Carlos Tobar stated all cities and counties had to go through this process and that now all the fire stations and public facilities had generators in case of emergencies. Also trees had been removed from the right of way.

The resolution was presented as follows:

RESOLUTION R-2025-41

A RESOLUTION TO ADOPT THE BALDWIN COUNTY AND CITY OF MILLEDGEVILLE MUTLI-JURISDICTIONAL HAZARD MITIGATION PLAN FORTHE 2023 THROUGH 2025 FISCAL PERIOD

WHEREAS, The Baldwin County Board of Commissioners recognize the serious threat natural and man-made disasters potentially pose to people and property within Baldwin County, Georgia; and

WHEREAS, Elected Officials, Emergency Management Providers, First Responders, Community Leaders and governmental staff members all desire to have a clearly understood and well-rehearsed plan should a natural or manmade disaster or any similar hazard strike our community; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires that every county and municipality have a pre-disaster mitigation plan in place, and requires the adoption of such plans in order to receive funding from the Hazard Mitigation Grant Program; and

WHEREAS, a Hazard Mitigation Plan is a community plan for evaluating hazards, identifying resources and capabilities, selecting appropriate actions, and developing and implementing the preferred mitigation actions to eliminate or reduce future damage in order to protect the health, safety, and welfare of residents in the community; and

WHEREAS, the Baldwin County Multi-Jurisdictional Hazard Mitigation Plan Update 2023 has been prepared in accordance with the FEMA requirements at 44 CFR 201.6(b)-(d); and

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby adopts the Baldwin County and City of Milledgeville Pre-Disaster Mitigation Plan, 2023-2028.
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 Baldwin County and City of Milledgeville Pre-Disaster Mitigation Plan. 2023-2028.
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 6th day of May, 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. Commissioner Little seconded the motion and the motion passed unanimously.

Resolution R-2025-42 – Fixed Base Operation as Manager of the Baldwin County Airport
 The resolution was presented as follows:

RESOLUTION R-2025-42
 A RESOLUTION TO AUTHORIZE A BALDWIN COUNTY REGIONAL AIRPORT
 OPERATOR’S AGREEMENT WITH SINCLAIR AVIATION, LLC

WHEREAS, the Baldwin County Board of Commissioners (County) wish to enter into a Baldwin County Regional Airport Operator’s Agreement for services related to the operation of the Baldwin County Regional Airport; and

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of the Baldwin County Regional Airport Operator's Agreement. The Board of Commissioners hereby authorizes the Baldwin County Regional Airport Operator's Agreement with Sinclair Aviation, LLC for services related to the operation of the Baldwin County Regional Airport.
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 execution of the Baldwin County Regional Airport Operator's Agreement.
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 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners
ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

Belinda Brewer addressed the commission to address the actions pertaining to the airport. stating she was frustrated with the airport agreements being pushed through. She asked that the vote be held to allow the taxpayers to opportunity to review the contracts.

Carlos Tobar stated qualifications for a fixed base operator were requested and Sinclair Aviation was the lone respondent. He and the fuel surcharge increased to 16 cents per gallon for airport maintenance.

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

Commissioner Davis asked who monitored the money coming into the airport and stated that they needed checks and balances. There was a discussion about fuel usage, the income generated by the sale of jet fuel, and using the funds generated from the sale of jet fuel on beautification around the airport. Commissioner Davis asked that the record reflect that she requested that the fuel revenue be monitored.

The motion passed unanimously.

Resolution R-2025-43 – Public Private Partnership for Hangar W4

County Manager Tobar stated that the commissioners approved the public-private partnerships in 2023 and had to approve amendments that stated the actual cost of the hangars.

The resolution was presented as follows:

RESOLUTION R-2025-43

A RESOLUTION TO AUTHORIZE REVISIONS TO THE PUBLIC-PRIVATE PARTNERSHIP AGREEMENT WITH SINCLAIR AVIATION, LLC FOR BALDWIN COUNTY AIRPORT HANGAR W4

WHEREAS, the Baldwin County Board of Commissioners wish to authorize revisions to the public-private partnership agreement with Sinclair Aviation Baldwin County for the Baldwin County Airport Hangar W4.

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 revisions to the Public-Private Agreement with Sinclair Aviation, LLC. The Board of Commissioners hereby authorizes revisions to the public-private agreement with Sinclair Aviation for Baldwin County Airport Hangar W4.
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 execution of the public-private agreement.
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 6th day of May, 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. Commissioner Little seconded the motion and the motion passed unanimously.

Resolution R-2025-44 – Lease Agreement for Hangar W4

The Resolution was presented as follows:

RESOLUTION R-2025-44
A RESOLUTION TO AUTHORIZE LEASE AGREEMENT WITH SINCLAIR AVIATION, LLC
FOR BALDWIN COUNTY AIRPORT HANGAR W4

WHEREAS, the Baldwin County Board of Commissioners wish to authorize a lease agreement with Sinclair Aviation Baldwin County for the Baldwin County Airport Hangar W4.

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 a lease Agreement with Sinclair Aviation, LLC. The Board of Commissioners hereby authorizes a lease agreement with Sinclair Aviation for Baldwin County Airport Hangar W4.
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 execution of the public-private agreement.
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 6th day of May, 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. Commissioner Davis seconded the motion and the motion passed unanimously.

Resolution R-2025-45 – Public Private Partnership for Hanger W5

The resolution was presented as follows:

RESOLUTION R-2025-45
A RESOLUTION TO AUTHORIZE REVISIONS TO THE PUBLIC-PRIVATE PARTNERSHIP
AGREEMENT WITH FBIRE, LLC FOR BALDWIN COUNTY AIRPORT HANGAR W5

WHEREAS, the Baldwin County Board of Commissioners wish to authorize revisions to the public-private partnership agreement with FBIRE, LLC for the Baldwin County Airport Hangar W5.

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 revisions to the Public-Private Agreement with FBIRE, LLC. The Board of Commissioners hereby authorizes revisions to the public-private agreement with FBIRE, LLC for Baldwin County Airport Hangar W5.
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 execution of the public-private agreement.
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 6th day of May, 2025.
BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

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

Resolution R-2025-46 – Lease Agreement for Hanger W5

The resolution was presented as follows:

RESOLUTION R-2025-46
A RESOLUTION TO AUTHORIZE LEASE AGREEMENT WITH FBIRE, LLC FOR
BALDWIN COUNTY AIRPORT HANGAR W5

WHEREAS, the Baldwin County Board of Commissioners wish to authorize a lease agreement with FBIRE, LLC for the Baldwin County Airport Hangar W5.

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 a lease Agreement with FBIRE, LLC. The Board of Commissioners hereby authorizes a lease agreement with Sinclair Aviation for Baldwin County Airport Hangar W5.
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 execution of the public-private agreement.
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 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

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

Resolution R-2025-47 – Public Private Partnership for Hangar M7

Carlos Tobar stated this replaced the old hangar.

The resolution was presented as follows:

RESOLUTION R-2025-47

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
WITH T. S. SMITH DEVELOPMENT COMPANY FOR BALDWIN COUNTY AIRPORT HANGAR M7

WHEREAS, the Baldwin County Board of Commissioners wish to authorize an amendment to the public-private partnership agreement with T. S. Smith Development Company for the Baldwin County Airport Hangar M7.

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 an amendment to the Public-Private Agreement with T. S. Smith Development Company. The Board of Commissioners hereby authorizes a public-private agreement with Sinclair Aviation for Baldwin County Airport Hangar M7.
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 execution of the public-private agreement.
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 6th day of May, 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. Commissioner Little seconded the motion and the motion passed unanimously.

Resolution R-2025-48 – Lease Agreement for Hangar M7

The resolution was presented as follows:

RESOLUTION R-2025-48
A RESOLUTION TO AUTHORIZE LEASE AGREEMENT WITH T. S. SMITH DEVLEOPMENT
COMPANY FOR BALDWIN COUNTY AIRPORT HANGAR M7

WHEREAS, the Baldwin County Board of Commissioners wish to authorize a lease agreement with T. S. Smith Development Company for the Baldwin County Airport Hangar M7.

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 a lease Agreement with T.S. Smith Development Company. The Board of Commissioners hereby authorizes a lease agreement T. S. Smith Development Company for Baldwin County Airport Hangar M7.
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 execution of the public-private agreement.
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 6th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

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

Sheriff's Office Turning Targets

County Manager Tobar thanked Senator Williams for his support for the grant for improvements to the gun range.

There was a discussion about a proposed location for a gun range on development authority land and that the Sheriff's Department was using the old state gun range. Commissioner Hall expressed concern for developing a gun range in a place being developed for businesses. The discussion continued about finding a permanent location for a gun range and the needs for the Sheriff's Department and designing a gun range specifically designed for law enforcement purposes. The targets could be moved.

Commissioner Little made a motion to accept the proposal from Thiessen Training Systems for the purchase of a turning target system for Sheriff Department training using funds from the Governor's Office of Planning and Budget Public Safety and Community Violence Reduction Grant. Commissioner Hall seconded the motion and the motion passed unanimously.

Supervisory Control and Data Acquisition - SCADA

County Manager Tobar stated Carter and Sloope completed plans and specifications for the Supervisory Control and Data Acquisition system for the Water and Sewer Department and presented a shortlist of four companies to provide bids.

There was a discussion about the SCADA system already on the water tanks and lift stations; this would be an upgrade to the system.

Commissioner Little made a motion to authorize Carter and Sloope to complete plans and specification, and to provide them to the shortlisted companies. Commissioner Hall seconded the motion and the motion passed unanimously.

Hangar M7 Lease Transfer

County Manager Tobar stated the commissioners had to approve the transfer of the lease for the hangar even though it was a private transfer.

Commissioner Little made a motion to approve the transfer of hangar M7 from T. S. Smith Development Company to Council Mitchell. Commissioner Hall seconded the motion and the motion passed unanimously.

Right of Way Mowing

Mr. Tobar reported that C & S Landscaping and Property Maintenance had the lowest bid and excellent references.

Commissioner Hall made a motion to accept the bid from C & S Landscaping and Property Maintenance for right-of-way mowing. Commissioner Little seconded the motion and the motion passed unanimously.

OLD BUSINESS

Commissioner Davis asked for an update on the convenience center and there was a discussion.

Commissioner Davis asked for an update on a call she made to animal control. Mr. Tobar responded that Ms. Davis was 7th on the list. There was a discussion about animal control, the capacity of the shelter, the number of traps available, purchasing more traps, not exceeding the capacity of the shelter, and picking up stray animals that were not emergency pickups, people could not leave a message on the weekends and after hours.

There was a discussion about the animal control being proactive and responsive.

NEW BUSINESS

Commissioner Little read a comment from Scott Seagrave regarding the inclusion of African American World War I soldiers on the monuments in front of the old courthouse. There was a discussion about the ownership of the existing monuments and what action it would take to include the soldiers on the monument downtown. Commissioner Little asked that the County Manager to take action to engrave the Word War I African American soldiers on the existing war monument.

COUNTY MANAGER'S REPORT

County Manger Carlos Tobar announced that there was a new team at the animal control and had received a perfect report card from the Department of Agriculture and read comments from the inspection report.

Mr. Tobar gave the commissioners an update on the recreation projects, getting ready to put out requests for proposals for architectural engineering for the Collins P. Lee Library, they were about six months away from awarding the Smith-Sibley sewer line extension contract, the 2024 CDPG rehab on Marion Street rehab had begun with sewer replacement going out next month, base repairs were in the process on Nelson Road, Forest Valley Road and Leroy Oliver Road and would have to be resurfaced first. Sidney Butts would be done in the first part of the repaving schedule. He discussed other resurfacing projects. Mr. Tobar discussed the track and field projects, preparing a request for proposal for spay and neutering. He reported that they opened bids for the Fishing Creek Trail and discussed the bids proposed. He discussed the 2024 CHIP Grant house inspections.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Desiree Liggins addressed the commissioner regarding resurfacing Sidney Butts Road, stray animals and her paying for spay and neutering cats, increasing the leases for airport hangars, areas that needed to be cleaned up, buying more cat traps, and contacting the National Guard for the rifle range.

Maurice Liggins addressed the commission requesting a list of the roads being resurfaced. He discussed the master plan for the golf course and submitting a grant for the water. He discussed planning for the resurfacing and requested accurate information.

EXECUTIVE SESSION

Commissioner Little made a motion to go into Executive Session to discuss litigation and real estate matters. Commissioner Davis seconded the motion and the motion was unanimously approved.

The commissioner went into executive session at 7:35 PM.

Commissioner Hall made a motion to end the executive session and return to open session at 8:33 PM. Commissioner Davis seconded the motion and the commission returned to open session

ADJOURNMENT

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

The May 6, 2025 Baldwin County Board of Commissioners meeting was adjourned at 8:34 PM.

Submitted,

Andrew Strickland, Chairman

ATTEST:

Bo Danuser, County Clerk

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

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

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

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

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

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with C & S Landscaping and Property Management, LLP to mow county rights-of-way.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with C & S Landscaping and Property Management and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 20th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED: 5/20/2025

[SEAL]

**RESOLUTON R-2025-49
EXHIBIT A**

**CONTRACT
AGREEMENT FOR RIGHT-OF-WAY MOWING SERVICES**

This Agreement, entered into and effective this 20TH day of May 2025, by and between Baldwin County, Georgia, hereinafter referred to as the “County”, and C & S Landscaping and Property Management LLP, a private contractor, hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, the County is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the County has sought a contractor to perform right-of-way mowing on various roads and parcels in Baldwin County; and

WHEREAS, Contractor is qualified to perform such work as stated in the Invitation for Bid, attached as Exhibit “A”; and

WHEREAS, County wishes to retain the services of the Contractor to provide those necessary services; and

WHEREAS, the County and the Contractor desire by this writing to set forth the terms of this Agreement for the Contractor to perform all functions outlined in Exhibit “A” and as otherwise provided for within this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1.

The preamble is incorporated herein by reference as if fully set forth herein.

2.

Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs services as defined in the “Scope of Services”, attached hereto as Exhibit “A” shall hold such certifications that shall afford him the ability to provide such services as agreed upon by the County and Contractor.

4.

Contractor shall provide the County with the services and in accordance with the specifications described in Exhibit “A” in three mowing cycles per calendar year. The commencement date for each mowing cycle shall be determined by the County Road Superintendent. The County shall have the option of approving a fourth mowing cycle each calendar year by providing written notice of such election. The County shall pay the Contractor in the amount fifty-six thousand, six hundred eighty-four dollars and zero cents (\$56,684.00) for each mowing cycle, payable at the completion of each mowing cycle. Thus, the total annual compensation to be paid by the County to the Contractor shall be one hundred seventy thousand, fifty-two dollars and zero cents (\$170,052.00), unless the County opts to approve a fourth mowing cycle, in which case the total annual compensation shall increase to two hundred twenty-six thousand, seven hundred thirty-six dollars and zero cents (\$226,736.00).

5.

The initial term of this Agreement shall commence on May 20, 2025 and end at midnight on December 31, 2025 (“Initial Term”). This Agreement shall automatically renew at the end of the Initial Term and each subsequent term thereafter for a period of twelve (12) months (“Renewal Term”), under the same terms and conditions as provided herein, unless either party sends written notice of termination. Said renewals shall be limited to two (2) automatic renewals, which may

extend the provisions of this Agreement through December 31, 2027. Either party may terminate this Agreement without cause by notifying the other party of their intent to terminate, in writing, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. This Agreement shall terminate absolutely and without further obligation by the County at the end of the calendar year and automatically at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

6.

Contractor shall not subcontract any part of the services or work contemplated to be performed by Contractor under this Agreement, unless agreed to in writing by the County. Should any part of the services or work contemplated herein be subcontracted, an Affidavit of the Contractor to the County shall be provided attesting that all subcontractors and vendors have been paid in full and that there are no outstanding claims for payment against the County or the project, and that no liens for performance of services or provision of materials have been filed against the County or County property which have not been satisfied.

7.

Upon execution of the Agreement, Contractor shall furnish payment and performance bonds as required by applicable law.

8.

Contractor shall at all times during the term of this Agreement maintain, at their sole expense, in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, State, and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Upon execution of this Agreement, Contractor agrees to

furnish the County with a certificate or certificates proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given to the certificate holder." For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>	
Worker's Compensation	Statutory	
Employer's Liability	\$1,000,000	each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000	each occurrence
Property Damage Liability Except Automobile	\$1,000,000	each occurrence
Automobile Bodily injury & Property Damage Liability	\$1,000,000	each occurrence
Excess Umbrella Liability	\$3,000,000	each occurrence

The insurance policy or policies shall name the County as an additional insured.

9.

Should Contractor violate any term or provision of this Agreement and fail to remedy the same within ten (10) days' notice after default, the County may immediately terminate this Agreement without penalty to the County.

10.

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:

COUNTY: Baldwin County, Georgia
Attn: County Manager
1601 N. Columbia St.,
Milledgeville, GA 31061

CONTRACTOR: C & S Landscaping and Property Management LLP
c/o Spencer Metheny
8817 Columbus Hwy
Parrott, GA 39877

In the event Contractor leaves or abandons the address set forth above or previously provided to the County, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

11.

This Agreement may not be assigned, modified, or amended, in whole or in part, except by written consent of the parties hereto. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

12.

The County assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this Agreement. Contractor shall indemnify, defend, and hold harmless the County and its departments, agencies and instrumentalities, and all of its respective officers, directors, members, employees, and agents from and against any and all claims, suits, judgments, liability, demands, losses, penalties, fines, torts, settlements, court costs, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury, personal injury, and property damage arising out of or resulting from any alleged act or omission occurring in the performance of Contractor's duties under this Agreement or any alleged act or omission on the part of the Contractor, its agents,

employees, or others working at the direction of the Contractor or on its behalf, or due to any breach of this Agreement by Contractor, or due to the application or violation of any applicable Federal, State, or local law, rule, or regulation. County or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. The indemnification obligation set forth in this section shall survive the termination of the Agreement or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor. Whenever Contractor is obligated to defend the County or any other indemnitee pursuant to this Agreement, Contractor shall use counsel selected or approved by the County.

13.

This Agreement and the Exhibits attached hereto constitute the full and complete understanding and agreement of the parties hereto, with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

14.

This Agreement shall be binding on the County and Contractor, as well as their assigns and successors in interest.

15.

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations, or liabilities.

16.

The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement. Further, to the extent any provision of this Agreement conflicts with the enabling legislation or any ordinances of the County, the enabling legislation or ordinances shall control.

17.

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

18.

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

19.

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

20.

The person executing this Agreement on behalf of the Contractor warrants and represents that he or she is fully authorized to do so. Contractor stipulates that it and the person executing this Agreement on its behalf have been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

21.

Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge.

22.

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

23.

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

24.

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

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

BALDWIN COUNTY, GEORGIA (SEAL)

Honorable Andrew Strickland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

C & S Landscaping and Property Management LLP (SEAL)

By: _____

Title: _____

AGREEMENT FOR RIGHT-OF-WAY MOWING SERVICES

This Agreement, entered into and effective this 20TH day of May 2025, by and between Baldwin County, Georgia, hereinafter referred to as the “County”, and C & S Landscaping and Property Management LLP, a private contractor, hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, the County is authorized to enter into agreements for the delivery of various services pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the County has sought a contractor to perform right-of-way mowing on various roads and parcels in Baldwin County; and

WHEREAS, Contractor is qualified to perform such work as stated in the Invitation for Bid, attached as Exhibit “A”; and

WHEREAS, County wishes to retain the services of the Contractor to provide those necessary services; and

WHEREAS, the County and the Contractor desire by this writing to set forth the terms of this Agreement for the Contractor to perform all functions outlined in Exhibit “A” and as otherwise provided for within this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1.

The preamble is incorporated herein by reference as if fully set forth herein.

2.

Contractor shall serve as an independent contractor.

3.

Each employee of the Contractor that performs services as defined in the “Scope of Services”, attached hereto as Exhibit “A” shall hold such certifications that shall afford him the ability to provide such services as agreed upon by the County and Contractor.

4.

Contractor shall provide the County with the services and in accordance with the specifications described in Exhibit “A” in three mowing cycles per calendar year. The commencement date for each mowing cycle shall be determined by the County Road Superintendent. The County shall have the option of approving a fourth mowing cycle each calendar year by providing written notice of such election. The County shall pay the Contractor in the amount fifty-six thousand, six hundred eighty-four dollars and zero cents (\$56,684.00) for each mowing cycle, payable at the completion of each mowing cycle. Thus, the total annual compensation to be paid by the County to the Contractor shall be one hundred seventy thousand, fifty-two dollars and zero cents (\$170,052.00), unless the County opts to approve a fourth mowing cycle, in which case the total annual compensation shall increase to two hundred twenty-six thousand, seven hundred thirty-six dollars and zero cents (\$226,736.00).

5.

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this Agreement without cause by notifying the other party of their intent to terminate, in writing, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. This Agreement shall terminate absolutely and without further obligation by the County at the end of the calendar year and automatically at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

6.

Contractor shall not subcontract any part of the services or work contemplated to be performed by Contractor under this Agreement, unless agreed to in writing by the County. Should any part of the services or work contemplated herein be subcontracted, an Affidavit of the Contractor to the County shall be provided attesting that all subcontractors and vendors have been paid in full and that there are no outstanding claims for payment against the County or the project, and that no liens for performance of services or provision of materials have been filed against the County or County property which have not been satisfied.

7.

Upon execution of the Agreement, Contractor shall furnish payment and performance bonds as required by applicable law.

8.

Contractor shall at all times during the term of this Agreement maintain, at their sole expense, in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, State, and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Upon execution of this Agreement, Contractor agrees to furnish the County with a certificate or certificates proving that such insurance is in force. The

certificate shall contain the following express obligation: “This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days’ prior written notice will be given to the certificate holder.” For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>	
Worker's Compensation	Statutory	
Employer's Liability	\$1,000,000	each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000	each occurrence
Property Damage Liability Except Automobile	\$1,000,000	each occurrence
Automobile Bodily injury &Property Damage Liability	\$1,000,000	each occurrence
Excess Umbrella Liability	\$3,000,000	each occurrence

The insurance policy or policies shall name the County as an additional insured.

9.

Should Contractor violate any term or provision of this Agreement and fail to remedy the same within ten (10) days’ notice after default, the County may immediately terminate this Agreement without penalty to the County.

10.

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:

COUNTY: Baldwin County, Georgia
Attn: County Manager
1601 N. Columbia St.,
Milledgeville, GA 31061

CONTRACTOR: C & S Landscaping and Property Management LLP
c/o Spencer Metheny
8817 Columbus Hwy
Parrott, GA 39877

In the event Contractor leaves or abandons the address set forth above or previously provided to the County, Contractor agrees that the Georgia Secretary of State is authorized to act as its agent for service of process or any notices contemplated herein. Contractor expressly waives any right to personal service or the right to challenge the existence of jurisdiction or validity of any judgment entered upon default which has followed service pursuant to this Section.

11.

This Agreement may not be assigned, modified, or amended, in whole or in part, except by written consent of the parties hereto. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

12.

The County assumes no liability whatsoever for any acts or omissions arising from Contractor's performance of its obligations under this Agreement. Contractor shall indemnify, defend, and hold harmless the County and its departments, agencies and instrumentalities, and all of its respective officers, directors, members, employees, and agents from and against any and all claims, suits, judgments, liability, demands, losses, penalties, fines, torts, settlements, court costs, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury, personal injury, and property damage arising out of or resulting from any alleged act or omission occurring in the performance of Contractor's duties under this Agreement or any alleged act or omission on the part of the Contractor, its agents, employees, or others working at the direction of the Contractor or on its behalf, or due to any

breach of this Agreement by Contractor, or due to the application or violation of any applicable Federal, State, or local law, rule, or regulation. County or its insurer may litigate, compromise, or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, without the Contractor's consent. The indemnification obligation set forth in this section shall survive the termination of the Agreement or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor. Whenever Contractor is obligated to defend the County or any other indemnitee pursuant to this Agreement, Contractor shall use counsel selected or approved by the County.

13.

This Agreement and the Exhibits attached hereto constitute the full and complete understanding and agreement of the parties hereto, with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

14.

This Agreement shall be binding on the County and Contractor, as well as their assigns and successors in interest.

15.

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations, or liabilities.

16.

The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement. Further, to the extent any provision of this Agreement conflicts with the enabling legislation or any ordinances of the County, the enabling legislation or ordinances shall control.

17.

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

18.

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

19.

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

20.

The person executing this Agreement on behalf of the Contractor warrants and represents that he or she is fully authorized to do so. Contractor stipulates that it and the person executing this Agreement on its behalf have been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

21.

Each person executing or attesting this Agreement warrants and represents that he or she has been afforded an adequate opportunity to read this Agreement, and that all of the information contained herein is true and accurate to the best of his or her knowledge.

22.

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

23.

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

24.

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

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

BALDWIN COUNTY, GEORGIA (SEAL)

Honorable Andrew Strickland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

C & S Landscaping and Property Management LLP (SEAL)

By: _____

Title: _____

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



AGENDA ITEM: Lead Service Line Inventory Field Investigation

MEETING DATE: May 20, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award Contract to Utility Solutions of America, Inc. from McDonough, GA for \$385,300.00.

BACKGROUND INFORMATION: On March 18, 2025 the Baldwin County Board of Commissioners voted to award the low bid to Utility Solutions of America, Inc. Carter & Sloope has ensured all bonds have been received and Carter & Sloope prepared the agreement which the board must now approve.

Baldwin County was awarded a GEFA \$150,000 grant and a GEFA \$700,000 principal forgiveness loan. Both funding sources, a total of \$850,000, can be used for the inventory project. The remaining funds can be used for construction.

RESOLUTION R-2025-50**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH UTILITY SOLUTIONS OF AMERICA, INC. FOR A LEAD SERVICE LINE INVENTORY FIELD INVESTIGATION**

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

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

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

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with Utility Solutions of America, Inc to complete a Lead Service Line Inventory Field Investigation.
- 3. Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Utility Solutions of America, Inc. and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 20th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED: 5/20/2025

[SEAL]

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Baldwin County Board of Commissioners ("Owner") and
Utility Solutions of America, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Bidder agrees to furnish all materials and equipment and to perform all labor necessary to pothole and identify the existing service line material on $\pm 6,250$ metered serviced. Contractor will be required to enter the data on tablets through the Arc GIS Online program.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lead Service Line Inventory Field Investigation.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Carter & Sloope, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially complete within **240** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **260** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

Baldwin County Board of Commissioners
 Lead Service Line Inventory
 Field Investigation

C & S Project No. B1000.069
 January 2025

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within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the maximum legal rate of per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual.
 6. Drawings (not attached but incorporated by reference) consisting of all sheets bearing the following general title: **Lead Service Line Inventory Field Investigation.**

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7. Addenda (numbers [] to [], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or

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affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Baldwin County Board of Commissioners
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

Utility Solutions of America, Inc.
(typed or printed name of organization)

By: Gary St. Clair
(individual's signature)

Date: _____
(date signed)

Name: Gary St. Clair
(typed or printed)

Title: President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jules Bunge
(individual's signature)

Title: Secretary
(typed or printed)

Address for giving notices:

2988 Macauley Drive
Mount Pleasant, SC 29466

Designated Representative:

Name: Gary St. Clair
(typed or printed)

Title: President
(typed or printed)

Address: 2988 Macauley Drive
Mount Pleasant, SC 29466

Phone: 770-500-5902

Email: gary@usa-ga.com

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(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents)

License No.: #UC302232
(where applicable)

State: Georgia

Baldwin County Board of Commissioners
Lead Service Line Inventory
Field Investigation

C & S Project No. B1000.069
January 2025

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



AGENDA ITEM: Approve Sale of 300 Sparta Hwy

MEETING DATE: May 20, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Approve sale of 300 Sparta Hwy to Jaykrishna Patel in the amount of \$500.

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. We only received one responsive bid from Mr. Jaykrishna Patel who owns 298 Sparta Hwy. Mr. Harris' bid was unresponsive because he did not complete the correct bid form. Mr. Carl Harris owns 302 Sparta Hwy. Both bidders would have access to the landlocked parcel.

Both bids are attached. Mr. Patel's bid was for \$500.00. Mr. Harris' unresponsive bid was for \$500.25. Staff recommends the sale to Mr. Patel. The commissioners do have the option of re-bidding.

BIDDER'S ACKNOWLEDGMENT

SUBMIT ONE ORIGINAL AND (2) COPIES OF YOUR BID
TO:

Baldwin County Government Building
Attn: County Manager
1601 N. Columbia Street, Suite 230
Milledgeville, GA 31061

TITLE: Sale of 300 Sparta Hwy

Bid must be received PRIOR TO 3:00 P.M. on Monday, May 7,
2025, at which time Bids will be opened.

Bidder's Name:

Jaykrishna Patel

(Please specify if a corporation, partnership, other entity or
individual)

Fed. ID# or SSN: 698-59-1812

Address:

162 E Lakeview Dr Milledgeville, GA 32067

Telephone No.: 423-777-1918 Email Address:

Contact Representative:

Jaykrishna Patel or Allen Warrat

The undersigned authorized representative of the Bidder agrees to all terms and conditions stated in the bid solicitation and agrees that if this bid is accepted by the County, the Bidder will enter into a Sales Agreement to purchase 300 Sparta Hwy as stated in this bid and in accordance with the terms and conditions of the Sales Agreement which will require demolition of dilapidated structure on the parcel within 90 days of the sales date. Bidder pays all demolition costs, and legal costs to execute sale and transfer property.

Jay Patel
Authorized Representative's Signature

Date 05-05-25

Item 7.

Jaykrishna Patel

Name:

Position:

**300 Sparta Hwy
BID FORM**

The sale of 300 Sparta Hwy:

Jaykrishna Patel (propos
er's legal name) certifies that it agrees to purchase 300 Sparta
Hwy for:

Written Dollar Amount

(\$ 500.00 five hundred dollars)

Jay Patel
Authorized Representative's Signature

Date 05-05-25

Jaykrishna Patel

Name:

Position:

The Baldwin County Board of Commissioners

I Carl Harris I AM Submit a sealed Bid
 of Five Hundred And Twenty Five Dollars
 Recorded Deed Book 63 Page 220 Address
 300 Sparts Hwy Pugal Number 091050
 Property in Accordance OC BA 36-37-6 sealed bids

Sealed bid

\$500.25 Dollars

Carl Harris

102 Fox Hill Circle SW

Milledgeville GA 31047

478 457 4248

RESOLUTION R-2025-51

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

WITNESSETH:

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

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

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

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

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

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

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

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

bidder.

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

SO RESOLVED, this 20th day of May, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland
Chair, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

DATE ADOPTED _____

[SEAL]

EXHIBIT 1

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 **Five Hundred Dollars and 00 cents (\$500.00)** to be paid as follows:

By bank wire transfer of immediately available funds.

C. REAL ESTATE BROKER/CUMMISSION

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. WARRANTY OF TITLE

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. RESPONSIBILITY TO COOPERATE

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. COUNTERPARTS

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 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. DEFAULT

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. INTEGRATION; MODIFICATION

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. **APPLICABLE LAW AND VENUE**

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**

Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

R. **SPECIAL STIPULATIONS**

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

1. Closing shall occur on or before _____, 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 and Seller shall be responsible for their own attorney's fees. Purchaser acknowledges that Smith Welch, Webb & White, LLC represents the Seller in this transaction and Purchaser is free to consult with an attorney prior to signing this agreement and any document necessary for 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:

Title:

Date of Execution:.....

By:

Name:

Title:

Date of Execution:.....

PURCHASER:

JAYKRISHNA PATEL

Date of Execution:.....

EXHIBIT "A"

Legal Description: 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 Gautler Place; on the south by lands formerly owned by Nina Carr Watson Ashfield; and on the west by land of Capser W. Hawkins, Jr.

This is the same property conveyed from Jeann S. Hawkins, Karen Cyresse 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 records.

Notices

BALDWIN COUNTY, GEORGIA INVITATION FOR SEALED BID SALE OF REAL PROPERTY WITH DILAPIDATED STRUCTURE

The Baldwin County Board of Commissioners invites members of the general public to submit sealed bid proposals for consideration to purchase certain unimproved real property in accordance with O.C.G.A. 36-37-6 (a). Sealed bids will be accepted at 1601 N Columbia St, Ste 230, Milledgeville, Georgia, until, but no later than 3:00 p.m. EST, on Monday, May 7, 2025, at which time they will be publicly opened in the lobby and read aloud.

Location Address: 300 Sparta Hwy

Parcel Number: 091 050

Legal Description: 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 Gautler Place; on the south by lands formerly owned by Nina Carr Watson Ashfield; and on the west by land of Capser W. Hawkins, Jr.

This is the same property conveyed from Jeann S. Hawkins, Karen Cyresse 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 records.

The complete instructions, including bid proposal forms are available at the Baldwin County Commissioners Office, 1601 N Columbia St, Ste 230 and available for download on the Baldwin County website: www.baldwincountyga.com. All bids must be submitted on the Bid Proposal Form before the stated deadline for consideration. Face of sealed envelope must bear the words "Sealed Bid-300 Sparta Hwy" or your bid will not be considered. Baldwin County reserves the right to reject any and all bids. The property is being sold "as is". The structure on the property must be demolished within 90 days of taking ownership.

Inquiries regarding bid requirements shall be directed to:
Carlos Tobar, County Manager
478-445-4791

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



AGENDA ITEM: Award Contract for Fishing Creek Trail Construction

MEETING DATE: May 20, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Accept low bid from and award contract to Sam Hall & Sons to construct the Fishing Creek Trail Extension for \$598,706.25.

BACKGROUND INFORMATION: Please read Watkins & Associates attached letter dated May 7, 2025. Of the \$598,706.25 contract amount, \$200,000 is being funded by the Department of Natural Resources grant. \$398,706.25 is being funded by SPLOST.



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

May 7, 2025

Carlos Tobar, County Manager
Baldwin County Board of Commissioners
1601 N. Columbia Street, Suite 230
Milledgeville, GA 31061

Subject: Baldwin County, Georgia
Fishing Creek Trail Extension – Downtown Connector
W&A Project No.: W0200-008-01

Dear Mr. Tobar:

As you are aware, bids were received and opened for the project titled “Fishing Creek Trail Extension – Downtown Connector” on May 6, 2025. A total of two (2) bids were opened. Sam Hall and Sons, Inc. with a base bid of \$598,706.25 was determined to be the apparent low bidder.

After reviewing the bids received, Watkins & Associates, LLC recommends that the Baldwin County Board of Commissioners enter into an agreement with Sam Hall and Sons, Inc. to construct the project “Fishing Creek Trail Extension – Downtown Connector” in the amount of \$598,706.25.

I have enclosed four (4) copies of the Bid Tabulation for your use and review. Please note that the Bid Tabulation reflects all bids received. I have also enclosed four (4) copies of the *Notice of Award* and *Contract Agreement*. If in agreement, please have all four copies of each section, executed and returned to me as soon as possible. We will then forward to the Contractor for their signature and will request Payment and Performance Bonds.

Please contact me if you should have any questions or need additional information.

Sincerely,

WATKINS & ASSOCIATES, LLC

Shon Hampton, P.E.

Enclosures: (4) Notice of Award
(4) Contract Agreement
(4) Bid Tabulation

CC: Project File

NOTICE OF AWARD

Item 8.

SECTION 00510

Date of Issuance: _____ Owner's Contract No.: **1 of 1**
Owner: **Baldwin County Board of Commissioners** Engineer's Project No.: **W0200-008-01**
Engineer: **Watkins and Associates LLC**
Project: **Fishing Creek Trail Extension - Downtown Connector**
Bidder: **Sam Hall and Sons, Inc.**
Bidder's Address: **5432 Tinker Drive, Macon, GA 31216**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **May 7, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

FISHING CREEK TRAIL EXTENSION - DOWNTOWN CONNECTOR

[Project]

The Contract Price of the awarded Contract is: **\$598,706.25**, subject to unit prices.

Four (4) unexecuted counterparts of the Agreement and four (4) copies of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) four (4) copies of the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Baldwin County Board of Commissioners**

Authorized Signature

By: **Carlos Tobar**

Title: **County Manager**

Copy: Engineer

END OF SECTION

SECTION 00520

THIS AGREEMENT is by and between **Baldwin County Board of Commissioners** (“Owner”) and **Sam Hall and Sons, Inc.** (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work to be done shall consist of furnishing all labor, materials and equipment necessary to construct the proposed **Fishing Creek Trail Extension - Downtown Connector** shown on the construction drawings. In general, construction consists of +/- 2,973 linear feet of ten-foot-wide concrete path, grading, storm drainpipe, pedestrian railing, erosion control, grassing and all associated measures for the complete project. Time allotted for completion of work is **180** consecutive calendar days to substantial completion. Work shall be complete and ready for contract close-out with **194** consecutive calendar days. All work shall be completed in accordance with the plans and specifications. The work will be awarded in **one (1) Contract**.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Watkins & Associates, LLC.
- 3.02 The Owner has retained Watkins & Associates, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially completed within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **194** days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

SECTION 00520

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

**Five Hundred Ninety-Eight Thousand Seven Hundred Six Dollars and Twenty-Five Cents.
(\$598,706.25)**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

SECTION 00520

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95% percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 [Not Used]

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

SECTION 00520

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of **14** sheets with each sheet bearing the following general title: **Fishing Creek Trail Extension – Downtown Connector**, listed as follows:

Sheet No.	Drawing Title
-	Title Sheet
G1	Location Map, General Notes, & Legend,
C1-C4	Construction Plans
EC1-EC2	ES&PC Checklists
EC3	ES&PC Maps
EC4-EC5	ES&PC Plans
EC6-EC7	ES&PC Details

SECTION 00520

D1	Construction Details
-----------	-----------------------------

8. Addenda (numbers 0 to 0, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

SECTION 00520

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

CONTRACT AGREEMENT

Item 8.

SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **Baldwin County Board of Commissioners**

CONTRACTOR: **Sam Hall and Sons, Inc.**

signature

signature

By: **Carlos Tobar**

By: _____

Title: **County Manager**

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Baldwin County Board of Commissioners

Sam Hall and Sons, Inc.

1601 North Columbia Street, Suite 230

5432 Tinker Drive

Milledgeville, GA 31061

Macon, GA 31216

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

BID TABULATION FOR ALL BIDS
RECEIVED AT: BALDWIN COUNTY BOC
1601 N. COLUMBIA STREET, SUITE 230
MILLEDGEVILLE, GA 31061
DATE: TUESDAY, MAY 6, 2025
TIME: 11:00 AM



WATKINS & ASSOCIATES, LLC.
CONSULTING ENGINEERS

WATKINS & ASSOCIATES, LLC.
CONSULTING ENGINEERS
1606 WHIDDON MILL ROAD
TIFTON, GA 31793
(229) 388-8823

Project: Fishing Creek Trail Extension - Downtown Connector W&A Project No.: W0200-008-01		Sam Hall and Sons, Inc. 5432 Tinker Drive Macon, GA 31216 Ph: (478) 788-1108 dhall@samhallandsons.com		Hasbun Construction, LLC 6110 McFarland Station Drive, Unit 806 Alpharetta, GA 30004 Ph: (770) 274-6359 kcouch@hasbunconstruction.com		
Base Bid						
ITEM NO.	DESCRIPTION	QTY	UNIT	AVG. UNIT PRICE	UNIT PRICE	TOTAL PRICE
-	Supplemental Work Addition	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
-	Cash Allowance (Testing Services)	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
-	Bonds & Insurance	1	L.S.	\$ 14,400.00	\$ 12,000.00	\$ 16,800.00
-	Concrete Washout- Installed, Maintained, and Removed	1	L.S.	\$ 1,672.98	\$ 2,875.00	\$ 470.95
150-1000	Traffic Control per the M.U.T.C.D.	1	L.S.	\$ 2,491.50	\$ 1,000.00	\$ 3,983.00
151-1000	Mobilization/Demobilization	1.00	L.S.	\$ 28,000.00	\$ 1,000.00	\$ 55,000.00
163-0232	Temporary Grassing, Ds2	2.1	A.C.	\$ 1,260.40	\$ 2,100.00	\$ 3,193.66
163-0240	Mulch, Ds1	3.2	Tons	\$ 566.94	\$ 875.00	\$ 2,756.25
163-0300	Construction Exit-Installed, Maintained, and Removed	1	Ea.	\$ 2,062.86	\$ 1,150.00	\$ 2,975.71
165-0030	Maintenance of Temporary Sediment Barrier, Sd1-NS or S	1,610	L.F.	\$ 1.55	\$ 2.50	\$ 966.00
167-1000	Water Quality Monitoring & Sampling per NPDES Permit GAR0000002 (See Note 1 Below)	5	Ea.	\$ 500.00	\$ 500.00	\$ 2,500.00
167-1500	Water Quality Inspections per NPDES Permit GAR0000002 (See Note 1 Below)	6	Mo.	\$ 1,200.00	\$ 1,200.00	\$ 7,200.00
171-0030	Temporary Silt Fence, Type C, Sd1-S	1,610	L.F.	\$ 6.30	\$ 8.50	\$ 4.10
210-0100	Grading - Complete	1	L.S.	\$ 93,047.18	\$ 90,000.00	\$ 96,094.36
310-5080	Gr Aggr Base Crs, 8 inch, Incl mat.	3,303	SY	\$ 22.48	\$ 23.00	\$ 21.95
441-0106	Concrete Sidewalk, 10 ft width, 6" thick	3,303	S.Y.	\$ 86.18	\$ 92.00	\$ 80.36
643-8200	Barrier Fence(Orange) 4Ft- for temporary tree protection Fence, Tr, installed, Maintained, and removed	2,670	L.F.	\$ 3.65	\$ 5.00	\$ 2.30
706-1003	Turf Establishment, Type C, Ds3	1	Ac.	\$ 4,591.22	\$ 7,000.00	\$ 2,182.44
Total Construction Costs				\$	\$ 598,706.25	\$ 598,706.25
77	Item 8.					3



WATKINS & ASSOCIATES, L.L.P.
CONSULTING ENGINEERS

BID TABULATION FOR ALL BIDS
RECEIVED AT: BALDWIN COUNTY BOC
1601 N. COLUMBIA STREET, SUITE 230
MILLEDGEVILLE, GA 31061
DATE: TUESDAY, MAY 6, 2025
TIME: 11:00 AM

WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS
1606 WHIDDEN MILL ROAD
TIFTON, GA 31793
(229) 388-8823

Project: W&A Project No.: W0200-008-01	Fishing Creek Trail Extension - Downtown Connector	Sam Hall and Sons, Inc. 5432 Tinker Drive Macon, GA 31216 Ph: (478) 788-1108 dshall@samhallandsons.com	Hasbun Construction, LLC 6110 McFarland Station Drive, Unit 806 Alpharetta, GA 30004 Ph: (770) 274-6359 kcouch@hasbunconstruction.com
Base Bid			

Alternate Bid Items					
ITEM NO.	DESCRIPTION	UNIT	AVG. UNIT PRICE	UNIT PRICE	UNIT PRICE
163-0529	Baled Straw Erosion Checks, Cd-Hb, Installed & Removed (Assume 10 feet each)	L.F.	\$ 16.32	\$ 9.50	\$ 23.13
165-0071	Maintenance of Temporary Sediment Barrier, Cd-Hb	L.F.	\$ 3.08	\$ 5.00	\$ 1.16
515-2020	Galv. Steel Pipe Handrail, 2-inch	L.F.	\$ 163.54	200.00	\$ 127.08
603-2006	Stone Dumped Rip Rap, Type 1, 6-inch thick, Rp	S.Y.	\$ 124.49	\$ 230.00	\$ 18.98
603-2997	Filter Blanket	S.Y.	\$ 8.84	\$ 10.00	\$ 7.68

Alternate Bid Items to be used at the request of the Owner
Owner reserves right to select Alternate Bid Items in determining the lowest, responsive and responsible bidder for this project.

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on:

Tuesday, May 6, 2025

Shon Hampton, P.E.
Shon Hampton, P.E., GA. Reg No.: 27052

*NOTE: Hasbun Construction, LLC had mathematical errors within their bid. However, this did not effect the outcome of the apparent low bidder.

RESOLUTION R-2025-52**A RESOLUTION TO ACCEPT THE LOW BID FROM SAM HALL AND SONS AND TO
AUTHORIZE AN AGREEMENT TO CONSTRUCT THE FISHING CREEK TRAIL EXTENSION
FOR THE DOWNTOWN CONNECTOR**

WHEREAS, The Baldwin County Board of Commissioners desire to extend the Fishing Creek Trail by completing the Downtown Connector; and

WHEREAS, competitive bids were solicited by Watkins and Associates. LLC. With a recommendation to the Baldwin County Board of Commissioners to enter into an agreement with Sam Hall and Sons, Inc.; and

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

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Agreement.** The Board of Commissioners hereby authorizes an agreement with Sam Hall and Sons, Inc. to construct the Fishing Creek Trail Downtown Connector extension.
- 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 Sam Hall and Sons, Inc. and to take all action necessary in conformity therewith.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
- 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 20th day of May, 2025.

BALDWIN COUNTY, GEORGIA

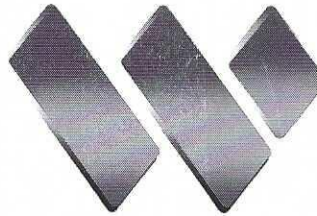
Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED: 5/20/2025

[SEAL]



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

May 7, 2025

Carlos Tobar, County Manager
Baldwin County Board of Commissioners
1601 N. Columbia Street, Suite 230
Milledgeville, GA 31061

Subject: Baldwin County, Georgia
Fishing Creek Trail Extension – Downtown Connector
W&A Project No.: W0200-008-01

Dear Mr. Tobar:

As you are aware, bids were received and opened for the project titled "Fishing Creek Trail Extension – Downtown Connector" on May 6, 2025. A total of two (2) bids were opened. Sam Hall and Sons, Inc. with a base bid of \$598,706.25 was determined to be the apparent low bidder.

After reviewing the bids received, Watkins & Associates, LLC recommends that the Baldwin County Board of Commissioners enter into an agreement with Sam Hall and Sons, Inc. to construct the project "Fishing Creek Trail Extension – Downtown Connector" in the amount of \$598,706.25.

I have enclosed four (4) copies of the Bid Tabulation for your use and review. Please note that the Bid Tabulation reflects all bids received. I have also enclosed four (4) copies of the *Notice of Award* and *Contract Agreement*. If in agreement, please have all four copies of each section, executed and returned to me as soon as possible. We will then forward to the Contractor for their signature and will request Payment and Performance Bonds.

Please contact me if you should have any questions or need additional information.

Sincerely,

WATKINS & ASSOCIATES, LLC

Shon Hampton, P.E.

Enclosures: (4) Notice of Award
(4) Contract Agreement
(4) Bid Tabulation

CC: Project File

NOTICE OF AWARD

Item 8.

SECTION 00510

Date of Issuance: _____ Owner's Contract No.: **1 of 1**
Owner: **Baldwin County Board of Commissioners** Engineer's Project No.: **W0200-008-01**
Engineer: **Watkins and Associates LLC**
Project: **Fishing Creek Trail Extension - Downtown Connector**
Bidder: **Sam Hall and Sons, Inc.**
Bidder's Address: **5432 Tinker Drive, Macon, GA 31216**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **May 7, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

FISHING CREEK TRAIL EXTENSION - DOWNTOWN CONNECTOR*[Project]*

The Contract Price of the awarded Contract is: **\$598,706.25**, subject to unit prices.

Four (4) unexecuted counterparts of the Agreement and four (4) copies of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) four (4) copies of the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Baldwin County Board of Commissioners**

Authorized Signature

By: **Carlos Tobar**

Title: **County Manager**

Copy: Engineer

END OF SECTION



State Economic and Infrastructure Development (SEID) Grant Program



By: Sean Pavone

2025 Notice of Funding Availability (NOFA)

Pre-Application Release Date:	May 12, 2025
Pre-Application Deadline:	May 27, 2025
Full Application Release Date NLT:	June 20, 2025
Full Application Deadline NLT:	July 18, 2025

Summary of Grant Information State Economic and Infrastructure Development (SEID) Grant Program	
Issuing Agency	Southeast Crescent Regional Commission (SCRC)
Program Overview	This grant cycle will fund projects that revitalize and transform communities, spurring economic development in parts of Alabama, Georgia, Mississippi, North Carolina, South Carolina and Virginia.
Goals and Objectives	<p>Invest in Critical Infrastructure</p> <p>Improve Health and Support Services Access and Outcomes</p> <p>Strengthen Workforce Capacity</p> <p>Foster Entrepreneurial and Business Development Activities</p> <p>Expand Affordable Housing Stock and Access</p> <p>Promote Environmental Conservation, Preservation, and Access</p> <p>State Economic and Infrastructure Plans and Strategy Statements State Economic Development Plans and Strategy Statements In addition to aligning with one of the strategic goals above, projects should reflect the priorities outlined in the State Economic Development Plans and Strategy Statements of the member state where the projects will be located. The plans and statements can be found on scrc.gov.</p>
Eligible projects	Public infrastructure projects categorized as basic public, telecommunications and transportation, and projects to support basic health care, access to affordable housing, business and workforce development, resource conservation and preservation, tourism and recreation.
Eligible applicants	<ul style="list-style-type: none"> • State governments of Alabama, Georgia, Mississippi, North Carolina, South Carolina and Virginia • Local governments (village, town, city and county) • Other political subdivisions of States (regional planning commissions, or local economic or community development activities or a consortium of political subdivisions) • Indian Tribes; 2 CFR 200.54 Indian tribe (or “federally recognized Indian tribe”) • Non-profit organizations described in section 501(c) and 501(a) of the Internal Revenue Code.
Deadlines	Pre-Application Portal Opens May 12, 2025

	Pre-Application Due May 27, 2025 Full Application Portal Opens NLT..... June 20, 2025 Full Application Due NLT..... July 18, 2025
Funding Total	\$21.1 million (P.L. 117-328, 118-42, & 119-4) Consolidated Appropriations Act, 2024, PL. 118-42 (\$20 million); Consolidated Appropriations Act, 2023, PL. 117-328 (\$1.1million)
Cost Share	<ul style="list-style-type: none"> • In Distressed counties, the federal cost share may not exceed 80%. • In Transitional counties or isolated areas of distress, the federal cost share may not exceed 50%. • In multi-county or multi-state projects, the federal cost share can be increased to 60-90% for a project or activity.

Baldwin County Projects		Next Phase
Public Buildings		
Memorial Library	Will be requesting qualifications from architectural/engineering firms week of May 18.	MGRL to score firms and make recommendation to BOC.
Sewer & Water Infrastructure		
Galvanized Water Line Inventory	Board to ratify contract on May 20, 2025	Inventory the county galvanized lines.
Water Line Replacement	Work resumes on Log Cabin.	Expect completion by spring 2025.
Supervisory Control and Data Acquisition (SCADA) for water system	BOC shortlisted four firms.	Complete specifications and request bids from firms.
North Baldwin Tank 1 Filter Installation	Filters installed. Sampling has taken place. Awaiting results.	N/A.
Smith-Sibley Sewer Extension	Awaiting EPA authorization to submit 424 application so that project can be bid out.	Continue with design and preparing bid documents.
Sewer Line Replacement/Housing Rehab 2024	Housing rehab has started.	Sewer line work to be bid out late June/early July 2025.
Sewer Line Replacement/Housing Rehab 2025	Submitted CDBG application; Finding of No Significant Impacts issued.	Await DCA response.
Transportation		
Road Resurfacing	Road base repair continues.	Resurfacing tentatively scheduled for 06/01/25.
Fishing Creek Trail Completion	BOC to award contract on May 20, 2025	Construction this spring/summer.
Oconee Heights Streetscape	Evaluating the two firms who submitted qualifications.	BOC to select a firm on June 3, 2025.
Bridge Replacement	Preparing preliminary engineering reports to replace four bridges.	Application to be submitted in 2025.
Terminal Apron Expansion	Environmental Assessment completed and submitted to GDOT.	GDOT to make determination.
Lower Ramp Expansion	Environmental Assessment completed and submitted to GDOT.	
Public Safety		
Low Cost Spay/Neuter Clinic	RFPs due May 27, 2025.	BOC to select a firm on June 3, 2025.
Recreation		
Walter B Wiliams Trail - Phase 2	Bike Walk Baldwin received grant for phase 2; construction began.	Expect completion by summer 2025.
Walter B Wiliams Ballfield Lights	Construction to begin June 1, 2025; all four fields will be closed.	Expect completion by summer 2025.
Water Park/Aquatic Center	Construction continues.	Opening Day is To Be Determined.
Pickleball Courts	Lights, fencing and gates installed. Court pavement is curing. Striping will occur in June.	Expect completion by June 30, 2025.
Harrisburg Park Improvements	Silt fencing installed. Storm drain work has begun.	County to subcontract the new community center.
Oconee Heights Park at 123 Coombs Ave	Fencing, light and security cameras remain. Crosswalks painted.	Expect completion by June 30, 2025.
Cooper's Park	Contract awarded.	Splash pad should open in summer 2025.
Housing		
2024 CHIP Grant	All four houses inspected.	Invitation for Bid to be prepared and advertised.
2025 Housing Grant Application for 10 Habitat for Humanity Homes	Submitted Congressionally Directed Spending Request to Senator Ossoff.	Awaiting response.
Administrative		
Personnel Handbook	More edits being made to personnel handbook.	Board to approved updated Personnel Handbook.
District Based Land Use	MGRC staff is working on finalizing documents for BOC and public.	Expect draft in spring 2025.