



BALDWIN COUNTY REGULAR MEETING

April 15, 2025

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Pastor Tony Fraley - Vaughn Chapel

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- [2.](#) April 1, 2025 regular meeting and executive session minutes.

April 7, 2025 called meeting and executive session minutes.

ADMINISTRATIVE/FISCAL MATTERS

3. [Appointment](#)

Central State Hospital Local Redevelopment Authority - Commission Members.

- [4.](#) [Ordinance O-2025-02](#)

Approval of an ordinance to amend Chapter 14 of the Code of Ordinances entitle "Animals" - County Manager.

- [5.](#) [Resolution R-2025-34](#)

A resolution to contract with the State of Georgia through the Department of Administrative Services in order to allow non-state paid District Attorney employees to be processed through the state payroll system, thereby entitling those employees to the same fringe benefits as other state employees - Assistant County Manager.

- [6.](#) [Resolution R-2025-35](#)

A resolution to authorize an agreement with Pittman Construction Company to furnish all materials, equipment, and performing all labor necessary to rehabilitate, resurface, and restripe approximately 36.46 miles of roads in Baldwin Count - County Manager.

- [7.](#) [Resolution R-2025-36](#)

A Resolution to Adopt Policies for Finger Printing as Required by the Georgia Crime Information Center (GCIC) for Baldwin County participation in the Criminal Justice

Information System (CJIS) Network in conjunction with the issuance of alcohol licenses - Assistant County Manager.

8. Coopers Park

Accept bid from Great Southern Recreation for a splash pad - County Manager.

9. Golf Course Master Plan

Accept proposal from Mike Young Designs Inc. for a golf course renovation/remodeling master plan - County Manager.

10. Mowing Contract

Accept bid from Rite-A-Way Mowing - County Manager.

11. Shaved Ice Concessions

Accept bid for shaved ice operations - County Manager.

12. Harrisburg Community Cener

Accept bid from Metal Buildings of Georgia, LLC for new community center at Harrisburg Park - County Manager.

13. Georgia Power Foundation Grant

Authorize submittal of a grant to the Geogia Power Foundation for securing vital equipment for Baldwin County Public Safety Dive Team - County Manager.

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

14. County Manager's Report - County Manager.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

REMINDERS

April 16, 2025 - Public Hearing for Sibley-Smith Industrial Park Sewer Grant Application - 11:00 AM - Suite 220, Government Center, 1601 North Columbia Street. This is a grant application public hearing not a commission meeting.

April 17, 2025 - all county non-emergency offices will close at 3:00 PM for Holy Thursday.

April 18, 2025 - all county non-emergency offices will be closed for Good Friday.

May 6, 2025 - Commission Meeting - 6:00 PM - Suite 220, Government Center, 1601 North Columbia Street.

May 20, 2025 - Commission Meeting - 6:00 PM - Suite 220, Government Center, 1601 North Columbia Street.



BALDWIN COUNTY BOARD OF COMMISSIONERS CALLED MEETING

April 7, 2025
1601 N Columbia St, Suite 220
11:00 AM

Item 2.

MINUTES

PRESENT

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

OTHERS

Carlos Tobar
Brandon Palmer
Dawn Hudson
Bo Danuser

CALL TO ORDER

Baldwin County Board of Commissioners Chairman Andrew Strickland called the April 7, 2025 called commission meeting to order at 11:30 AM.

ADMINISTRATIVE/FISCAL MATTERS

Agenda Amendment

Commissioner Hall made a motion to amend the agenda to add Resolution R-2025-33 making a budget amendment to cover the increased expenditure of having the District Attorney prosecute code violations in the Magistrate Court. Commissioner Little seconded the motion and the agenda was amended unanimously.

Resolution R-2025-32

County Manager Carlos Tobar stated the county needed someone to prosecute code violations and the District Attorney was willing to do it.

Resolution R-2025-32 was presented as follows:

RESOLUTION NO. 2025-32

A RESOLUTION OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS DESIGNATING A PROSECUTING ATTORNEY FOR VIOLATIONS OF COUNTY ORDINANCES IN THE MAGISTRATE COURT OF BALDWIN COUNTY; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, pursuant to OCGA § 15-10-66, the Baldwin County Board of Commissioners ("Board of Commissioners") may designate an attorney to act as the prosecuting attorney for violations of county ordinances in the Magistrate Court of Baldwin County;

WHEREAS, T. Wright Barksdale III, District Attorney for the Ocmulgee Judicial Circuit has agreed to prosecute violations of county ordinances in the Baldwin County Magistrate Court;

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. Designation of Magistrate Court Prosecuting Attorney. The Board of Commissioners hereby designates T. Wright Barksdale III, District Attorney for the Ocmulgee Judicial Circuit, or any of his designees, to act as the prosecuting attorney for violations of County ordinances in the Magistrate Court of Baldwin County.
3. 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.
4. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
5. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 7th day of April, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

There was a discussion about authorizing the District Attorney to prosecute ordinance violations in Magistrate Court when there was a fine.

Motion Mr. Hall to approve the resolution as presented. Commissioner Little seconded the motion and the motion was approved unanimously.

Resolution R-2025-33

RESOLUTION 2025-33
A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
THE 2025-01 BUDGET AMENDMENT

WHEREAS, Baldwin County, Georgia is required by the laws of the State of Georgia to prepare, adopt and to operate under an annual balanced budget commencing January 1st of each Fiscal Year; and,

WHEREAS, the Baldwin County Commissioners has designated the Finance Director to prepare and submit a balanced operating budget for Fiscal Year 2025 for Baldwin County; and

WHEREAS, the Finance Director presented a balanced Proposed 2025 Operating Budget for Baldwin County at a scheduled public hearing to solicit public comments; and

WHEREAS, the Baldwin County Board of Commissioners adopted the proposed budget; and

WHEREAS, any amendments to said Budget after Final Adoption shall be made as follows:

Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Board of Commissioners.

WHEREAS, it has become necessary to amend the original budget; and,

THEREFORE, BE IT RESOLVED, the Board of Commissioners hereby formally amend the Original 2025 Operating Budget for Baldwin County as required above.

This 7th day of April, 2025.

Andrew Strickland, Chairman

ATTEST:

Bo Danuser, County Clerk

Assistant County Manager Dawn Hudson discussed making the budget amendment necessary to cover the additional cost of having the District Attorney prosecute ordinance violation cases in Magistrate Court; each of 4 Assistant District Attorneys would receive a stipend of \$5,000 for a total of \$20,000 from fund balance.

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

EXECUTIVE SESSION

Commissioner Little made a motion to go into executive session to discuss litigation. Commissioner Davis seconded the motion and the motion carried unanimously.

The commission went into closed session at 11:35 PM.

Commissioner Strickland made a motion to adjourn the closed meeting at 1:04 PM. Commissioner Little seconded them motion and the motion passed unanimously.

The commissioners returned to open session at 1:04 PM.

ADJOURNMENT

Commissioner Little made a motion to adjourn the April 7, 2025 called commission meeting at 1:05 PM. Commissioner Davis seconded the motion and the motion passed unanimously.

The meeting was adjourned at 1:05 PM.

Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia



BALDWIN COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

April 1, 2025
1601 N Columbia St, Suite 220
6:00 PM

Item 2.

MINUTES

PRESENT

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

OTHERS PRESENT

Carlos Tobar
Dawn Hudson
Brandon Palmer
Bo Danuser

CALL TO ORDER

Baldwin County Board of Commissioners Chairman Andrew Strickland called the April 1, 2025 regular commission meeting to order at 6:00 PM.

INVOCATION

Mr. Johnny Sanders of Flipper Chapel AME Church said a prayer.

PLEDGE OF ALLEGIANCE

Commissioner Davis led the Pledge of Allegiance.

PRESENTATIONS

Certificate Recognition

No one was present for the Baldwin High School Braves and Bravettes Certificates of Recognition at the beginning of the meeting but would later be present to receive the certificates.

Proclamation

Chairman Strickland read the proclamation declaring the Month of April 2025 as Donate Life Month.

The proclamation was presented as follows:

PROCLAMATION

Baldwin County Board of Commissioners

WHEREAS, fact is often tragic, and the tragic fact is that men, women and children in America face the crippling uncertainty of good health and even life when they are betrayed by their own bodies as organs fail; and

WHEREAS, through decades of dedicated research, healthcare professionals have made organ, eye, and tissue donation a very real way for one person to continue their legacy on this Earth and to greatly enhance the life of others through an unparalleled act of generosity; and

WHEREAS, LifeLink of Georgia is this community's lifesaving doorway maximizing the gift of life with a vision dedicated to the recovery of organs and tissue that gives hope to patients and their families; and

WHEREAS, it is appropriate to highlight the valiant mission of LifeLink of Georgia and encourage each and every citizen in Baldwin County, in Georgia and in these United States, to acknowledge a precious gift they have and to consider giving that gift when they no longer need it.

NOW, THEREFORE, I, Andrew Strickland, as Chairman of the Baldwin County Board of Commissioners, do hereby proclaim the Month of April, 2025 as

Donate Life Month

in Baldwin County, Georgia to exalt the deeds of those individuals brave enough to donate life with organ, eye, and tissue donations.

Signed and sealed this first day of April, 2025.

S/ _____

Andrew Strickland, Chairman

Baldwin County Board of Commissioners

Women's History Month

Latonya Howell was not present for the Women's History Month presentation at the beginning of the meeting but would later be present to give the presentation.

APPROVAL OF MINUTES

Commissioner Butts made a motion to adopt the March 18, 2025 regular commission and executive session minutes. Commissioner Hall seconded the motion and the motion was approved unanimously.

Commissioner Hall made a motion to adopt the March 24, 2025 called commission meeting and executive session minutes. Commissioner Butts seconded the motion and the motion was approved unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Resolution R-2025-29

Chairman Strickland read the caption of the resolution stating this was a resolution to authorize a mutual termination agreement with C & A Aviation, LLC for termination of the Operator's Agreement at the Baldwin County Airport.

The resolution was presented as follows:

RESOLUTION NO. 2025-29

A RESOLUTION TO AUTHORIZE MUTUAL TERMINATION AGREEMENT WITH C & AVIATION, LLC FOR TERMINATION OF THE OPERATOR'S AGREEMENT DATED MAY 16, 2017 AS AMENDED

WHEREAS, the Baldwin County Board of Commissioners (County) and the C & A Aviation, LLC (Operator) now wish to terminate the Operator's Agreement, along with all amendments, 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 the Mutual Termination of Agreement. The Board of Commissioners hereby authorizes the Mutual Termination Agreement with C & A Aviation, LCC for services related to the operation of the Baldwin County Regional Airport dated May 16, 2017.
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 termination 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 1ST day of April, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

County Manager Carlos Tobar stated the old agreement was hard to follow and the new agreement had schedules and exhibits that would make amending the agreement easier; there was also a need to include more services, including mowing.

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

Resolution R-2025-30

Chairman Strickland read the resolution caption stating this resolution authorized an agreement with Wright Brother, Inc. to furnish and install a new VFR HVAC system in the Baldwin County Sheriff's Office Administration Building.

The resolution was presented as follows:

RESOLUTION NO. 2025-30

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WRIGHT BROTHERS, INC.
TO FURNISH AND INSTALL A NEW VFR HVAC SYSTEM IN THE BALDWIN COUNTY SHERIFF'S OFFICE
ADMINISTRATION BUILDING

WHEREAS, the Baldwin County Board of Commissioners have been informed of the dire need to replace the HVAC system in the Baldwin County Sheriff's Office administration building; and

WHEREAS, competitive bids were solicited with Wright Brothers, Inc. proposal deemed to have a superior design and high cooling capacity with their recommendation of a new Variable Refrigerant Flow HVAC system; and

WHEREAS, On March 18, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners approved the acceptance of the bid proposal submitted by Wright Brothers, Inc. and authorized an agreement be prepared with Wright Brothers, Inc. to replace the current HVAC system in the law enforcement administrative offices, and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Wright Brothers, Inc to replace the air handling system in the law enforcement administrative offices.
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 Wright Brothers, 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 1st day of April, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

County Manager Tobar stated the commissioners approved awarding the contract with Wright Brothers at the last meeting and the county attorney prepared the agreement.

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

Commissioner Butts asked for the time frame. County Manger Tobar responded that they had 45 to 60 days.

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

Public Works Resurfacing Projects

Chairman Strickland stated this was to accept a bid from Pittman Construction Company for public works resurfacing projects.

Maurice Liggins addressed the commissioners asking for a list and order of the streets being repaved. Mr. Tobar responded they would know that after the pre-construction meeting.

There was a discussion about the roads being repaved; the order they would be done; publishing the roads and order to the public; the company was GDOT certified; and the beginning date would be around May 1st.

Commissioner Little made a motion to accept the bid from Pittman Construction Company to resurface streets throughout Baldwin County. Commissioner Butts seconded the motion and the motion passed unanimously.

OLD BUSINESS

Commissioner Little commended Commissioners Davis, Strickland, Hall and Butts for finding a solution for the track team transportation.

Commissioner Butts asked County Manager Tobar for an update on a water flow problem at the end of Mammie Hall Manson's driveway. Mr. Tobar responded that he made the request.

Commissioner Butts alerted Mr. Tobar that the dirt at 105 Forest Hill that had been packed on the side of the roadway was being washed away and he was concerned that the road might be damaged.

Commissioner Strickland stated that the Baldwin County Board of Education was very helpful with the track team transportation.

NEW BUSINESS

Commissioner Little discussed complaints he had gotten regarding solid waste and asked the Commission to start exploring the county's options.

There was a discussion about improving the customer service of Waste Management.

Participants for the Certificates of Recognition entered the meeting.

Commissioner Davis read the Certificates of Recognition for Baldwin Bravettes and the Baldwin Braves into the minutes as follows:

Certificate of Recognition
Baldwin County Board of Commissioners
Presented to

Baldwin Bravettes

In recognition of the Baldwin High School Bravettes being the 2025 Georgia High School Association AAA Basketball State Runner Ups.

S/ _____

Emily C. Davis, Baldwin County
Board of Commissioners

Certificate of Recognition
Baldwin County Board of Commissioners
Presented to

Baldwin Braves

In recognition of the Baldwin High School Braves competing in the Georgia High School Associations AAA Elite 8 Tournament.

S/ _____

Emily C. Davis, Baldwin County
Board of Commissioners

Commissioner Davis presented the Certificates of Recognition to Baldwin High School Coach Kizzy Walker and Assistant Coach Cain.

The Commissioners went to the podium as Commissioner Davis presented the certificates.

Latonya Howell came into the meeting and was recognized to give a presentation for Women's History Month. Ms. Howell shared information about several women who made a mark on history including Mother Matilda Beasley who ran a secret school in Savannah for enslaved and free black children, opened an orphanage for African American orphans and founded the first community of African American nuns in Georgia; Susan King Taylor who escaped slavery and at 14 years of age became the first black teacher to openly educate African Americans in Georgia, she served as a nurse and laundress for the 33rd US Colored Infantry Regiment, she moved to Boston and worked for the Women's Release Corp becoming president, she published her memoirs and was the only African American woman who published experiences of the Civil War.

Ms. Howell also presented information about local women including Susan Myrick who attended and then taught physical education at the local Milledgeville College which became known as Georgia College and State University and she was a technical advisor for *Gone With the Wind*; Julia Flish who was an advocate for women's rights, education and independence, she encouraged southern women step out of stereotypes, she worked to establish an industrial college for women in Baldwin County known as Georgia Normal and Industrial College which became GCSU, She was awarded a degree from UGA and served as the Dean of Women and professor of history at the Junior College of Augusta; and Dixie Haywood who perfected her vaudeville magic act and traveled the world as Annie Abbott.

NEW BUSINESS - Continued

Commissioner Butts asked about the closing of the recreation department gym. He stated that he didn't know about it being and asked that the board be notified when county facilities were closed. Mr. Tobar stated the gym was not closed, it just closed early to ensure everyone's safety and that there was now a law enforcement presence at the gym.

There was a discussion about closing the gym early, comments that were attributed to the County Manager, coexisting at the park, and notifying the commissioners when police were called to any county facility.

There was a discussion about the incident at the gym where law enforcement was called, the incident happened in the parking lot, not the gym; closing county facilities because of a fight between two individuals; being proactive; having a deputy presence and the gym; and if there would be a law enforcement presence at all athletic facilities.

There was a discussion about a gun being involved in the incident and Georgia being a right to carry state.

Col. Scott Deason, deputy with the Sheriff's Department, addressed the commission regarding deputies being in the parking lot; expressing his concerns with traffic, high speed, loud music, narcotics and the potential for fighting. Col. Deason discussed the Sheriff's Office plans for having a presence at the recreation department - hoping Deputy presence would be a deterrence, the park needed to be a safe place.

There was a discussion about having a Deputy presence at the recreation department and law enforcement using grace, gun carrying laws, and being proactive in providing safety on county property.

Commissioner Butts asked that the commissioners be made aware whenever a county facility was closed and why it was closed.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar gave his Manager's Report where he discussed selecting a company to design the library at the Collins P. Lee Center; the pickle ball courts should be completed by May 31st; the county did not receive the 2024 HUD PRO Housing grant, the big cities got the grants, he would resubmit to Sen. Ossoff's Office for congressionally directed spending.

PUBLIC COMMENT FOR NON-AGENDA ITEMS

James Hicks addressed the commission regarding closing the gym at the recreation department including the outside traffic was not the kids using the gym; renting the gym was expensive.

Eric Morgan addressed the commission regarding closing the gym and being told to go to other parks. People in the parking lot started the commotion not those in the gym.

Ulysses Foston addressed commission regarding Greater Flipper Chapel Church on Wolverine Street. Mr. Foston complimented the Sheriff's Department on helping them when they had church activities.

Larry Charleston addressed to commission stating he was the Chairman of the Trustee Committee (Greater Flipper Chapel Church). He discussed a problem with motorist not stopping at the stop sign, he asked the commissioners to take action to slow motorist, requested pedestrian and speed limit signs be installed, and a sidewalk be built to make the areas safer.

Clarence Hall addressed the commission regarding closing of the gym asking the commission to not play the race card and not to care about one side of town more than the other side of town; and if they were not going to be equal, be fair. He requested the project on Green Street be finished. He thanked Commissioners Butts and Davis for all they did.

Barney Young addressed the commission expressing concern about getting information from the Human Resources department. He stated that he asked for information and was told to email; that was not acceptable. He requested his W-2.

Barry Havior stated that all the sports needed to be supported with law enforcement. He expressed his concern about not being supported by the recreation department and the Director. Commissioner Little asked for a Point of Order because individual employees should not be disparaged. Mr. Havior asked for better support from the recreation department. He praised Commissioner Davis for contacting him every day and thanked the commissioners for getting him a bus and driver.

Maurice Liggins addressed the commission regarding improving communication and everyone should know when closing facilities. He also stated now was the time get procedures in place to prevent future incidents so everyone feels confident that this organization can run the county efficiently. Mr. Liggins announced that the 4-H camp spots had been filled.

EXECUTIVE SESSION

Commissioner Davis made a motion to go into executive session to discuss personnel and litigation. Commissioner Little seconded the motion and the motion passed unanimously.

Commissioners went into closed session at 7:25 PM.

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

The commissioners returned to open session at 8:25 PM.

ADJOURNMENT

Commissioner Little made a motion to adjourn the April 1, 2025 commission meeting. Commissioner Hall seconded the motion and the motion passed unanimously.

The meeting was adjourned at 8:25 PM.

Respectfully Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

Bo Danuser, County Clerk
Baldwin County

ORDINANCE NO. O-2025-02

TO AMEND CHAPTER 14 OF THE BALDWIN COUNTY CODE OF ORDINANCES ENTITLED “ANIMALS”; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE BALDWIN COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS

SECTION 1. That section 14-31 of the Code of Ordinances, Baldwin County, Georgia is hereby amended to read as follows:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "shall" is mandatory and the word "may" is permissive.

Abandonment means the intentional or complete forsaking of any animal by its owner, without making reasonable arrangements for the adequate care and custody of the animal to be assumed by another person or the failure to return and resume responsibility of an animal at the designated time as arranged with the care giver. Abandonment also means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate and proper food and water for a period in excess of 36 hours, regardless of where such animal may be found or kept.

Adequate food means sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

Adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health, and that prevents, pain suffering, or significant risk to the animal's health, and;

- (1) Shelter shall consist of a completely enclosed structure with four sides (three of the sides being solid), a constructed floor, roof; and a door opening;
- (2) It shall also be clean, dry, and compatible with current weather conditions, in addition to age, size, species, and condition of the animal;
- (3) The structure shall be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably;
- (4) Owner shall provide some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when ambient, outside temperature is below 60 degrees Fahrenheit;
- (5) The structure shall include heavy plastic or rubber flap to over the door and/or window openings during the months of December through March or when the ambient, outside temperature is below 60 degrees Fahrenheit;

- (6) From April through November, the structure shall either be shaded or moved out of direct sunlight;
- (7) If the shelter is made of wood, it shall be raised at least two inches off the ground to prevent seepage or rotting;
- (8) Because of heat generation and storm effects, examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Adequate veterinary care means medical care of an animal from or under the direction of a veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

- (1) Ongoing infections;
- (2) Infestation of parasites;
- (3) Disease; or
- (4) Any other medical condition/injury where withholding or neglecting to provide such care would:
 - a. Endanger the health or welfare of the animal; or
 - b. Promote the spread of communicable diseases.

Adequate water means clear, clean, drinkable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, rainwater and rancid or contaminated water.

Altered means it shall be the duty of the owner of a dog or cat declared by an authority or court of competent jurisdiction to be a potentially dangerous, dangerous or vicious animal, to have the animal surgically sterilized. Such sterilization must be performed by a licensed veterinarian within 30 days of a final order of an authority or court of competent jurisdiction declaring the animal to be a potentially dangerous animal, dangerous animal, or vicious animal.

Animal means any living thing, not a plant, other than man (excludes: rodents and insects).

Animal control officer means any person designated by the county board of commissioners as a law enforcement officer or agency for the purpose of administration and enforcement of the provisions of this chapter.

Animal shelter means any facility operated by the county board of commissioners or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter.

Community cat means any outdoor, un-owned, free-roaming cat that is altered and ear-tipped and lives as part of a colony with a designated caregiver.

Cruelty means:

- (1) Every act, omission, or neglect by which death, unnecessary or unjustifiable pain or suffering is caused, permitted, or allowed to continue to any animal when there is a reasonable remedy of relief;

- (2) Also includes transporting an unrestrained animal in an open-air vehicle (restraint must prevent animal from reaching sides of open-air vehicle) or transporting an unrestrained animal in the trunk of any vehicle or leaving an animal unattended in a closed vehicle without proper ventilation or temperature control, where the outside air temperature is 75 degrees Fahrenheit or above;
- (3) Also means allowing or causing any animal to participate in training for or engaging in an animal fight operated for sport, entertainment or gaming purposes. Routine medical procedures by a licensed veterinarian shall not be regarded as cruelty.

Domesticated animal means animals that are accustomed to living in or about the habitation of humans, including, but not limited to, cats, dogs, cows, fowl, horses, swine, domesticated wild animals and exotic animals.

Electronic animal confinement system shall mean a commercially produced, functioning and professionally installed electronic fence which utilizes an invisible electrically generated perimeter, in which the animal within the perimeter wears an electronic collar that produces an electric shock when the animal approaches or exceeds the perimeter.

Fence means any structure of wire, being 16 gauge or higher, wood, stone or other material, which is of sufficient height and strength to act as a barrier against passage of the animal it is intended to enclose. A fence shall be sufficient to prevent the animal from being able to jump, dig, or escape from confinement; and shall have slats installed for chain link if it is the only barrier to contain a dangerous/vicious animal.

Feral means an animal of a species normally domesticated that has reverted to a wild state.

Governing authority means the governing body or officials in which the legislative powers of the county are vested.

Guard dog means any trained or untrained dog that is maintained for the purpose of safety or security and which is reasonably expected to attack persons or other animals independently or upon command.

Harbor means and includes legal ownership or providing regular care, shelter, protection, refuge, nourishment, or medical treatment.

Humane care of animals means but is not limited to the provision of adequate shelter and wholesome and adequate food and water consistent with the normal requirements and feeding habits of the breed.

Impoundment means the action of taking physical control of an animal by an animal control officer or other officers empowered to act by law and the transporting of such animal to the animal control facility.

Inhumane care means any act, omission or neglect which causes unjustifiable physical pain suffering or death to any living animal.

Inoculation against rabies means the injection subcutaneously or otherwise, of rabies vaccine approved by the state department of public health, and administered under the supervision of a licensed veterinarian and a certificate of vaccination or inoculation issued by the veterinarian.

Jurisdiction means, for the enforcement of this chapter, Baldwin County.

Open-air vehicle means the cargo area of any pickup truck that is not covered by a permanent attached utility cover or any convertible vehicle with its top down.

Owner means any person who owns, harbors, keeps and maintains, has lawful possession of, or knowingly causes or permits an animal to be harbored or kept, who has an animal in his care, who shelters or provides for such animal sufficient quantities of wholesome food and water seven consecutive calendar days or longer, and permits an animal to remain on or around his premises. The term "owner" shall also include any person hired or acting as custodian of the animal for its owner.

Pen means, as it pertains to dangerous/vicious dogs, a pad locked, fenced area within a perimeter fenced area that has secure sides that are buried two feet in to the ground or sunken in concrete and a secure top.

Proper collar or harness means any fitted collar or harness which provides enough room between the collar and the animal's throat through which two fingers may fit. Choke, pinch, or prong type collars may not be used in tethering, fastening, chaining, tying, or otherwise restraining a dog. Rope, cable, chain, wire or other similar materials are not suitable as a proper collar or harness.

Public nuisance. An animal shall be deemed to be a public nuisance if the animal:

- (1) It is repeatedly found at large.
- (2) It damages the property of someone other than the owner of the animal.
- (3) It aggressively chases, attacks or bites a person while off the property of the owner.
- (4) It produces, because of quantity, manner or method in which animals are kept, unsanitary conditions.
- (5) The owner of a dog or cat fails to remove feces deposited upon public property or upon the property of another. This subsection shall not be construed as to apply to hoofed animals or livestock.
- (6) A dog continuously makes excessive noises. Excessive noises shall be defined as continuous howling, barking or crying or causing unreasonable annoyance continuously for a period of one-half hour or more. For the purposes of this chapter, the dog must be within 200 feet of the property line of the complaining party.
- (7) An in-heat female dog or cat is tethered outdoors or allowed to be at large thereby attracting males of the same species.

Records of appropriate authority means records of any county or municipal animal control agency, records of any county board of health, records of any federal, state or local courts, or records of an animal control officer provided for in this chapter.

Residential lot means the lot with a dwelling located thereon, exclusive of any vacant lots adjacent thereto under the same ownership.

Restraint means any animal which is:

- (1) On a hand-held leash; or
- (2) At a heel or beside a competent person and obedient to the person's commands while on the owner's real property limits; or

- (3) Within a vehicle being driven or parked on the streets and roads of the county; or
- (4) In a fenced area within the real property limits of the owner; or
- (5) Within a designated off-leash area of the dog park; or
- (6) Within an electronic animal confinement system and provided they are maintained in good working order and keep the animal contained; and
 - a. Contain permanent and prominently displayed signs around the perimeter of the electronic animal confinement system. The signs shall be clearly visible prior to entering such premises and shall read: "Caution - Electronic Animal Confinement System"
- (7) It shall be the duty of every owner of an animal to ensure that the animal is kept under restraint as defined herein and that precautions are taken to prevent the animal from leaving, while unattended, the real property limits of its owner.
- (8) It shall be the duty of every owner to ensure that the enclosure must be securely locked at any time the animal is left unattended, after being issued a warning or citation by the animal control officer.
- (9) It shall be the duty of every owner of a classified animal to ensure that the animal is securely and humanely enclosed within a proper enclosure as a means of restraint.

Running-at-large means any animal which is off the property of its owner and not under the control of a competent person.

SECTION 2. That section 14-61 of the Code of Ordinances, Baldwin County, Georgia is hereby amended to read as follows:

After a dog or cat becomes the property of the county, the Baldwin County Animal Control Department may offer the animal for adoption provided that the person adopting the dog or cat complete an application and is approved through the adoption policy/procedure and shall pay an associated adoption fee. These costs cover the mandatory rabies vaccination, microchip, and mandatory spay or neuter procedure, as required by state law O.C.G.A § 4-14-3.

SECTION 3. That the Code of Ordinances, Baldwin County, Georgia is hereby amended by adding an article to be numbered V, which article reads as follows:

ARTICLE V. SPAY AND NEUTER REQUIREMENTS

Sec. 14-73. - Findings, purpose, and intent.

- (a) The board of commissioners finds that unintended or uncontrolled breeding of dogs and cats within Baldwin County leads to the birth of unwanted puppies, kittens, dogs, and cats that become strays, suffer privation and hunger, and that may constitute public hazards, and are impounded and euthanized at great expense to the community and constituting a public nuisance and a public health hazard. Without action aimed at the cause of the problem this problem and its serious consequences, including the cycle of

impoundment and euthanasia of unwanted animals will remain unabated and will be compounded with time. It is declared that every feasible means of reducing the number of unwanted dogs, cats, puppies, and kittens be encouraged.

- (b) The board of commissioners finds that one of the most effective, economical, humane, and ethical solutions to the problem of dog and cat overpopulation is to substantially reduce, if not eliminate, unintended breeding and by such reduction or elimination seek to promote the public health, safety, welfare, and environmental interests of its citizens.

Sec. 14-74. - Definitions.

For purposes of this article:

Service dog shall include dogs having been appropriately trained and actually being used as service dogs such as guide dogs, hearing dogs, assistance dogs, seizure alert dogs, and social/therapy dogs.

Sec. 14-75. Sterilization requirement.

- (a) No person may own, keep, harbor, or have custody of a dog or cat six months of age or older within Baldwin County that has not been spayed or neutered unless such person holds an unaltered animal permit for each unaltered dog or cat, or unless the dog or cat is otherwise exempt under this article.

Sec. 14-76. - Exemptions.

- (a) The following persons shall not be required to obtain an unaltered animal permit:
 - (1) An individual who is a non-resident of Baldwin County and resides temporarily therein for a period not to exceed 120 days within a 12-month period;
 - (2) Lawful humane societies/animal shelters, whether public or private, licensed by the Georgia Department of Agriculture whose principal purpose is securing the adoption of dogs or cats or offering sanctuary for dogs or cats and which certify in writing to the Baldwin County Animal Control Department that they do not engage in the breeding of dogs or cats. Such organizations must comply with the mandatory sterilization requirements applicable to animal shelters and rescue organizations pursuant to O.C.G.A. § 4-14-1 *et seq.*, the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 *et seq.*, and other applicable laws and regulations of the Georgia Department of Agriculture; and
 - (3) Veterinary hospitals.

Sec. 14-77. Unaltered animal permit and licensing requirements.

- (a) The owner of an unaltered dog or cat six (6) months of age or older must apply to the Baldwin County Animal Control Department for an unaltered animal permit and license tag. The Baldwin County Animal Control Department shall issue an unaltered animal permit if the owner complies with the requirements set forth in this article and pays the permit fee, which shall be set forth in the fee schedule adopted by the board of commissioners. A certificate shall be issued identifying the animal as a permitted unaltered animal and must be made available for inspection at all times.
- (b) A lifetime unaltered animal permit and license tag is valid for the life of the animal identified in the unaltered animal permit.
- (c) An unaltered animal license tag shall be provided to the owner with every unaltered animal permit. The owner of the unaltered animal is required to see that the unaltered animal license tag is valid and is securely fastened to the animal's collar or harness at all times.
- (d) Owners who apply for an unaltered animal permit must provide proof of identification micro-chipping of the animal prior to issuance of the permit and license tag.
- (e) Unaltered animal permits may be obtained for the following animals:
 - (1) Dogs documented as having been appropriately trained and actually being used by public law enforcement agencies, or such dogs designated as breeding stock by an appropriate agency or organization approved by the director of the Baldwin County Animal Control Department after consultation with knowledgeable professionals;
 - (2) Dogs having been appropriately trained and actually being used as a service dog, such as a guide dog, hearing dog, assistance dog, seizure alert dog, social/therapy dog, or such dogs designated as breeding stock by an appropriate agency or organization approved by the director of the Baldwin County Animal Control Department after consultation with knowledgeable professionals;
 - (3) Dogs documented as having been appropriately trained and actually being used by search and rescue agencies for search and rescue activities, or such dogs designated as breeding stock by an appropriate agency or organization approved by the director of the Baldwin County Animal Control Department after consultation with knowledgeable professionals;
 - (4) Dogs or cats certified by a licensed veterinarian as having a health reason for not being spayed/neutered;
 - (5) Dogs which are appropriately trained and actually being used for herding of other animals, or as livestock guardian dogs, hunting dogs, or such dogs designated as breeding stock by an appropriate agency or organization approved by the director of the Baldwin County Animal Control Department after consultation with knowledgeable professionals;

- (6) Dogs or cats boarded in a licensed kennel or a business which boards such animals for professional training or resale; and
- (7) Dogs or cats which are registered with the American Kennel Club, the Cat Fancier Association or other recognized registry or trained and kept for the purpose of show, field trials or agility trials.
- (f) A dog or cat for which an unaltered animal permit and license tag has been issued under this section shall not be used for breeding or stud purposes unless an appropriate permit is first obtained from the Georgia Department of Agriculture if such person is required to be licensed by the Georgia Department of Agriculture.
- (g) It shall be a violation of this article to counterfeit an unaltered animal permit or license tag, to maliciously destroy a permit or tag, or to fraudulently obtain an unaltered animal permit or license tag.
- (h) An unaltered animal permit issued pursuant to this article is a privilege and not a right.

Sec. 14-78. Deadline for compliance.

- (a) A dog or cat governed by this article shall be spayed or neutered by its owner or, if eligible, the owner shall obtain an unaltered animal permit within thirty (30) days of the dog or cat becoming six (6) months of age or by July, 1, 2025, whichever is the later in time, or, in the case of the owner who has acquired a dog or cat after it becomes six (6) months of age, within thirty (30) days of acquisition.

Sec. 14-79. Change in address/ownership

- (a) The address of the owner shall be presumed to be the residence of the dog or cat. All changes of address must be reported to the Baldwin County Animal Control Department in writing within thirty (30) calendar days following such change. A permit holder shall notify the Baldwin County Animal Control Department in writing of any change of ownership of a dog or cat within thirty (30) calendar days following such change. If an owner wishes to sell an animal, the unaltered animal permit must be prominently displayed.

Sec. 14-80. - Breeding permits.

- (a) No person shall breed a dog or cat or offer a dog or cat for breeding or stud purposes without first obtaining an appropriate breeding permit from the Georgia Department of Agriculture if such person is required to be licensed by the Georgia Department of Agriculture.
- (b) No person shall sell or offer for sale any dog, cat, puppy, or kitten in a public place in Baldwin County; provided, however, that this prohibition shall not apply to "adoption fairs" conducted by the Baldwin County Animal Control Department or by a licensed animal rescue organization or animal shelter.

Sec. 14-81. Penalties

- (a) Any person who is issued a citation for violating this article for the first time shall be provided with a list of no cost and low cost spay and neuter services. If a first-time violator can demonstrate compliance with this article within 60 days of the date the citation is issued, the citation shall be dismissed. Any person violating this article, or any provision hereof, upon conviction, shall be punished by a fine of not more than \$500.00.

Sec. 14-82. - Revocation.

- (a) Upon conviction of a violation of this article, the director of the Baldwin County Animal Control Department may revoke all unaltered animal permits held by such person and reject all applications for an unaltered animal permit submitted by such person for a period of 12 consecutive months.
- (b) Notice of revocation shall be sent to the person by certified mail, return receipt requested, statutory overnight delivery, or by hand delivery by the sheriff or animal control officer.
- (c) A person aggrieved by a decision of the director of the Baldwin County Animal Control Department to revoke an unaltered animal permit may appeal the decision to the county manager.
- (d) The appeal must be filed with the county manager's office in writing within ten days after receiving notice of the adverse action and it shall contain a concise statement of the reasons for the appeal. Failure to timely request an appeal shall render the revocation final. The county manager shall hold an administrative hearing in consideration of the appeal and issue a written decision within 30 days of receipt of the appeal.

SECTION 4.

A. It is hereby declared to be the intention of the Board of Commissioners that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Board of Commissioners to be fully valid, enforceable, and constitutional.

B. It is hereby declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other Section, paragraph, sentence, clause or phrase of this Ordinance.

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board of Commissioners that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. Effective Date. This ordinance shall become effective immediately upon its adoption by the Chairperson and Board of Commissioners of Baldwin County.

SO ORDAINED this ____ day of April, 2025.

ANDREW STRICKLAND
Chairman, Baldwin County Board of Commissioners

ATTEST:

BO DANUSER,
County Clerk

(Seal)

RESOLUTION R-2025-34

A RESOLUTION OF THE BALDWIN COUNTY BOARD OF COMMISSIONERS TO CONTRACT WITH THE STATE OF GEORGIA THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES IN ORDER TO ALLOW NON-STATE PAID DISTRICT ATTORNEY EMPLOYEES TO BE PROCESSED THROUGH THE STATE PAYROLL SYSTEM, THEREBY ENTITLING THOSE EMPLOYEES TO THE SAME FRINGE BENEFITS AS OTHER STATE EMPLOYEES

WITNESSETH:

WHEREAS, The District Attorney's Office for the Ocmulgee Judicial Circuit serves eight counties including Baldwin County, and is jointly funded by appropriations from the State Legislature and Baldwin County, and,

WHEREAS, some, but not all of the attorney, clerical, and investigative staff employees of the District Attorney's Office are funded by the State of Georgia with all of the fringe benefits of State employees, including, medical, dental, and life insurance options, and retirement benefits; and,

WHEREAS, it is equitable and desirable by the District Attorney and the Baldwin County Board of Commissioners to offer the same benefits package to all similarly situated employees of the District Attorney's Office, and,

WHEREAS, as a result of the enactment of OCGA § 15-18-20.1 during the 1997 Session of the General Assembly, counties were enabled to contract with the State of Georgia through the Department of Administrative Services in order to allow non-state paid District Attorney employees to be processed through the State payroll system, thereby entitling those employees to the same fringe benefits as other State employees;

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. Contracting with the State of Georgia to process county employees assigned to the District Attorney's office through the State of Georgia payroll system. Unless and until appointment shall be revoked or suspended, the Baldwin County Board of Commissioners hereby authorizes and designated the Honorable T. Wright Barksdale, III, District Attorney for the Ocmulgee Judicial Circuit, and his successors, as its designee for the purpose of contracting with the State of Georgia, Department of Administrative Services, in order to comply with the provisions of OCGA § 15-18- 20.1, and the District Attorney shall be responsible to transferring to the State the required funds as necessary for all compensation, benefits, travel, and other expenses for all such personnel.

3. 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.
4. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
5. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____
[SEAL]

RESOLUTION NO. 2025-35

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH PITTMAN CONSTRUCTION COMPANY TO FURNISH ALL MATERIALS, EQUIPMENT AND PERFORMING ALL LABOR NECESSARY TO REHABILITE, RESURFACE, AND RESTRIPE APPROXIMATELY 36.46 MILES OF ROADS IN BALDWIN COUNTY

WHEREAS, the Baldwin County Board of Commissioners desire to roadways throughout Baldwin County resurfaced and restriped; and

WHEREAS, competitive sealed bids were solicited and accepted on March 27, 2025 in the Board of Commissioners Office located at 1601 North Columbia Street, Suite 230 with Pittman Construction Company deemed to provide the best service for the aforementioned resurfacing and restriping; and

WHEREAS, On April 1, 2025, during a commission meeting duly assembled and advertised, the Baldwin County Board of Commissioners accepted the bid proposal submitted by Pittman Construction Company and authorized an agreement be prepared to furnish all materials, equipment, perform all labor and incidental work necessary to rehabilitate, resurface and restripe approximately 36.46 miles of roads in Baldwin County; and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorize an agreement with Pittman Construction Company to rehabilitate, resurface and restripe approximately 36.46 miles of roads.
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 Pittman Construction Company and to take all action necessary in conformity therewith.
4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

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

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

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

AGREEMENT FOR ROAD IMPROVEMENT SERVICES

This Agreement, entered into and effective this ____ day of April 2025, by and between Baldwin County, Georgia, hereinafter referred to as the “County”, and Pittman Construction Company, 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 for the improvement and resurfacing of various roads in Baldwin County; and

WHEREAS, Contractor is qualified to perform such work as stated in Exhibit “A” for a fee of four million, six hundred fourteen thousand, one hundred seventy-nine dollars and sixty-nine cent (\$4,614,179.69); and

WHEREAS, the 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 the Scope of Services as outlined in the Invitation to Bid and 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 exchange for a fee of four million, six hundred fourteen thousand, one hundred seventy-nine dollars and sixty-nine cent (\$4,614,179.69). No other expenses or allowances are anticipated or allowed except those covered in this Agreement. The project shall start no later than June 1, 2025. Contractor shall complete the project no later than December 31, 2025. Noncompliance with this timetable shall be grounds for termination of this Agreement.

5.

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.

6.

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

7.

In addition to those 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, sixty (60) 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 in Exhibit A. The insurance policy or policies shall name the County as an additional insured.

8.

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.

9.

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: Pittman Construction Company
C/O Jennifer P. Cantrell
1487 Farmer Road
Conyers, GA 30012

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.

10.

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.

11.

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.

12.

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.

13.

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

14.

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.

15.

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.

16.

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.

17.

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

18.

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.

19.

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.

20.

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.

21.

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

22.

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.

23.

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 _____

Pittman Construction Company (SEAL)

By: _____

Title: _____

RESOLUTION R-2025-36

A Resolution to Adopt Policies for Finger Printing as Required by the Georgia Crime Information Center (GCIC) for Baldwin County participation in the Criminal Justice Information System (CJIS) Network

WITNESSETH:

WHEREAS, Baldwin County is required by the Georgia Crime Information Center (GCIC) to adopt four policies governing the procedure for collecting finger prints and maintaining the security of reports generated in conjunction with the issuance of alcohol licenses; and

WHEREAS, the Baldwin County Planning and Development Man-Made/Natural Disaster Policy Standard Operating Procedure, the Baldwin County Planning and Development Disciplinary Policy Standard Operating Procedure, the Baldwin County Planning and Development Applicant Privacy Rights Notification Policy Standard Operating Procedure and the Baldwin County Planning and Development Media Protection Policy Standard Operating Procedure are hereby attached and by reference duly incorporated and made a binding and enforceable part of this resolution.

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. **Adopting Georgia Crime Information Center Policy Standard Operating Procedures.** The Baldwin County Board of Commissioners hereby adopts the Baldwin County Planning and Development Man-Made/Natural Disaster Policy Standard Operating Procedure, the Baldwin County Planning and Development Disciplinary Policy Standard Operating Procedure, the Baldwin County Planning and Development Applicant Privacy Rights Notification Policy Standard Operating Procedure and the Baldwin County Planning and Development Media Protection Policy Standard Operating Procedure as required by the Georgia Crime Information Center for participation in the Criminal Justice Information System Network.
3. **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.
4. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

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

(SIGNATURE PAGE FOLLOWS)

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

DATE ADOPTED _____
[SEAL]

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



AGENDA ITEM: Award Contract for Coopers Park Splash Pad

MEETING DATE: April 15, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award contract to Great Southern Recreation for the Coopers Park Splash Pad for \$138,000.

BACKGROUND INFORMATION: Staff issued a Request for Proposals (RFP) for the Coopers Park Splash Pad. The RFP required a splash pad nearly identical to the Harrisburg Park Splash Pad which has been immensely popular. Four proposals were opened on April 9, 2025 at 2 PM:

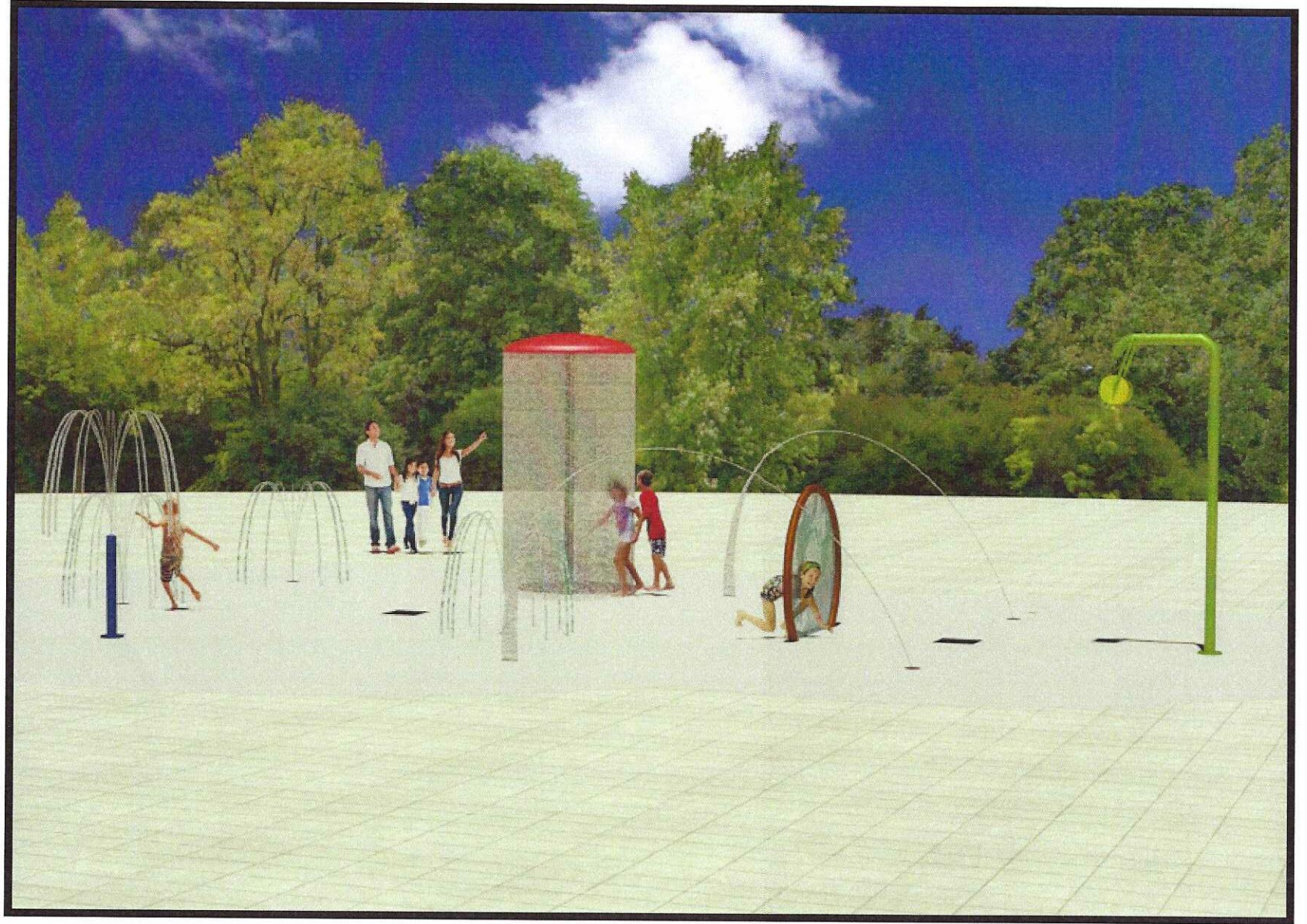
- | | |
|-----------------------------|-----------|
| • Great Southern Recreation | \$138,000 |
| • Vortex | \$158,516 |
| • Weber Group, LLC | \$192,112 |
| • Timberwolf | \$229,000 |

Great Southern Recreation offered the same number of play features as the Harrisburg Splash Pad: four above ground features and five in ground features. The play features are slightly different based on the experience we have had with the Harrisburg Splash Pad. Our experiences and preferences were stated in the RFP. Great Southern Recreation features an umbrella rather than a spinning wheel, and a water wheel rather than a water bucket. If the board awards a contract on April 15, 2025 the splash pad should be completed by the first week of August 2025. Great Southern Recreation is a reputable company. It built the Harrisburg Park Splash Pad.



SITE RENDERINGS

Coopers Park



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



AGENDA ITEM: Award Contract for Golf Course Master Plan

MEETING DATE: April 15, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award contract to Mike Young Designs, Inc. for \$30,000 plus travel expenses.

BACKGROUND INFORMATION: In 2023 Baldwin County and the City of Milledgeville developed the joint comprehensive plan. Under Economic Development Goal 2, Baldwin County committed to investing in quality-of-life improvements. Under Natural and Cultural Resources, Goal 2 was to ensure all citizens have access to quality recreational opportunities and access to parks.

The Little Fishing Creek Golf Course is aging. In the last 40 years the county has invested only in the new pump house. The greens and irrigation lines need replacement. Trees need to be cut down or trimmed. Other improvements are needed, too.

The Golf Course Master Plan aims to be a component of the entire Walter B Williams Park Master Plan. The lack of investment in the golf course over the decades requires that the county prioritize the golf course needs to take advantage of grant funding opportunities, like the Land Water Conservation Fund, that will be due in October 2025.

Mr. Mike Young has designed and built over 60 golf courses around the world. Included in that total are four Georgia municipal golf courses. Staff believes that Mr. Young's Golf Course Master Plan will lead to improvements in the near term.

For the current SPLOST that expires in 2030, sufficient funds are budgeted for significant golf course renovation and improvements.

GOLF COURSE RENOVATION/REMODELING MASTER PLAN

GOLF COURSE PROJECT DATA

- I. Existing or proposed master development plan for the overall project including the golf course site and adjacent areas
- II. Comprehensive list of golf course problems, deficiencies, and proposed improvements as related to the playability, maintenance and operation of the golf course
- III. Proposed participation of Owner during construction phase, including:
 - A. Labor (skilled and unskilled) available
 - B. Equipment and tools available
 - C. Supervisory personnel available
 - D. Contract administrative personnel available
- IV. Proposed time schedule for planning and construction phases
- V. Proposed budget covering planning and construction costs
- VI. Proposed administrative, operational and maintenance procedures affecting golf course renovation/remodeling

1. Preparation of final Master Plan program, budget and schedule

2. Identification of basic development concepts controlling future design, remodeling/renovation procedures, and maintenance

C. The Design Team

1. Sketch studies, site checks, and consultation with pertinent parties

2. Preparation of preliminary Master Plan (alternative solutions, if required), design analysis, preliminary construction cost estimate and schedule

3. Review of basic development concepts in relation to preliminary work above

D. The Design Team and Golf Club Representatives

1. Site check and consultation on all preliminary work

2. Decision on best alternate solution(s), as required

3. Approval of all preliminary work

E. Design Team

1. Preparation of final Master Plan, design analysis, construction cost estimate and schedule

2. Present to Golf Club Representatives

A. Retention and/or improvement of non-technical (aesthetic) qualities

1. Interest
2. Attractiveness
3. Satisfaction
4. Conventional or traditional golf course characteristics with redeeming value

B. Retention and/or improvement of technical qualities

1. Uniform soil conditions
2. Complete and functional irrigation system
3. Complete and functional drainage system
4. Best possible turf condition
5. Practical and economical construction requirements
6. Practical and economical maintenance and operational requirements

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



AGENDA ITEM: Award Contract for Right-of-Way Mowing

MEETING DATE: April 15, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award contract to Rite-A-Way Mowers for Baldwin County Right-of-Way Mowing.

BACKGROUND INFORMATION: The current community center will be converted into a library and will have restrictions regarding meetings, events and rentals. Freedman Engineering designed the new community center with input from the Harrisburg Collaborative and staff. Staff issued an Invitation for Bid (IFB) for the new community center at Harrisburg Park. Four bids were opened and received on April 10, 2025 at 12 PM. Please see attached bid summary.

Rite-A-Way Mowers three-year bid, which includes an optional 4th mowing cycle, is \$885,870. Their bid includes trash pick up ahead of the mowers.

2025, 26 & 27 Mowing Bids

1. Rite-A-Way Mowers, LLC (Buena Vista, Ga) Current Baldwin County Mowing Contractor

Year 2025:	Year 2026:	Year 2027:
Cycle 1 \$76,500.00	Cycle 1 \$76,500.00	Cycle 1 \$76,500.00
Cycle 2 \$73,400.00	Cycle 2 \$73,400.00	Cycle 2 \$73,400.00
Cycle 3 \$73,400.00	Cycle 3 \$73,400.00	Cycle 3 \$73,400.00
<u>*Cycle 4 \$71,910.00</u>	<u>*Cycle 4 \$71,910.00</u>	<u>*Cycle 4 \$71,910.00</u>
Total: \$295,290.00	Total: \$295,290.00	Total: \$295,290.00

(3 year Total: \$885,870.00)

2. PWJ Landscapes and Maintenance, LLC (Stockbridge, Ga)

Year 2025:	Year 2026:	Year 2027:
Cycle 1 \$89,611.00	Cycle 1 \$91,628.00	Cycle 1 \$94,574.00
Cycle 2 \$89,611.00	Cycle 2 \$91,628.00	Cycle 2 \$94,574.00
Cycle 3 \$89,611.00	Cycle 3 \$91,628.00	Cycle 3 \$94,574.00
<u>*Cycle 4 \$89,611.00</u>	<u>*Cycle 4 \$91,628.00</u>	<u>*Cycle 4 \$94,574.00</u>
Total: \$358,444.00	Total: \$366,512.00	Total: \$378,296.00

(3 year Total: \$1,103,252.00)

3. Yellowstone Landscape Southeast, LLC (Lilburn, Ga)

Year 2025:	Year 2026:	Year 2027:
Cycle 1 \$84,260.00	Cycle 1 \$85,945.00	Cycle 1 \$87,664.00
Cycle 2 \$84,260.00	Cycle 2 \$85,945.00	Cycle 2 \$87,664.00
Cycle 3 \$84,260.00	Cycle 3 \$85,945.00	Cycle 3 \$87,664.00
<u>*Cycle 4 \$84,260.00</u>	<u>*Cycle 4 \$85,945.00</u>	<u>*Cycle 4 \$87,664.00</u>
Total: \$337,040.00	Total: \$343,780.00	Total: \$350,656.00

(3 year Total: \$1,031,476.00)

4. Triscapes (Alpharetta, Ga)

Year 2025:	Year 2026:	Year 2027:
Cycle 1 \$88,722.00	Cycle 1 \$88,722.00	Cycle 1 \$88,722.00
Cycle 2 \$88,722.00	Cycle 2 \$88,722.00	Cycle 2 \$88,722.00
Cycle 3 \$88,722.00	Cycle 3 \$88,722.00	Cycle 3 \$88,722.00
<u>*Cycle 4 \$88,722.00</u>	<u>*Cycle 4 \$88,722.00</u>	<u>*Cycle 4 \$88,722.00</u>
Total: \$354,888.00	Total: \$354,888.00	Total: \$354,888.00

(3 year Total: \$1,064,664.00)

*Cycle 4 is optional if needed.

All bids include trash pick up ahead of mowers.

CONTRACT

Shaved Ice Operations for Baldwin County Recreation

This agreement made by and between Baldwin County, party of the first part (hereinafter called the County), and Ice Risers, LLC d/b/a Kona Ice of Lake Country, party of the second part (hereinafter called Contractor), who have been duly authorized to execute this agreement:

WITNESSETH:

WHEREAS, the County desires providing shaved ice products at Walter B Williams Park (the “Park”), and Contractor desires and agrees to furnish and deliver and to perform all the work and labor for said purpose according to the request for proposal attached; the project being more particularly described below and in the request for proposal (exhibit A), which is made a part of this contract.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

- A. Description.** The County agrees to provide Contractor a license to enter into and park a shaved ice truck at the Park for the purpose of selling shaved ice products, in exchange for the services and consideration provided for herein. Contractor shall perform the services and conditions stated herein in strict and entire conformity with for the purposes stated in this Agreement.
- B. Term.** The term of this Agreement shall begin on April 15, 2025 and end on December 31, 2025.
- C. Contract Amount.** Contractor shall pay to the County twenty percent (20%) of its monthly gross proceeds less sales taxes paid derived from its use of the Park to provide shaved ice products, during the months that recreation league activities are held at the Park. All payments and supporting documentation on the total sales shall be due to the County on or before the 15th day of each month following the month of usage. Monies should be made payable to the Baldwin County Board of Commissioners and delivered to the Baldwin County Board of Commissioners’ office at 1601 N. Columbia St., Suite 230, Milledgeville, Georgia 31061. With its monthly payment, Contractor shall provide to the County its monthly reporting of gross sales from a Square.com POS system and in a format which will reflect cash sales.

D. General Terms and Conditions:

1. Shaved ice products shall be available for purchase for all recreational league events played at the Park, unless excepted with prior written approval by the Director of the Baldwin County Recreation Department. This will include opening on Saturday and Sunday for those events if there are two (2) or more teams present. This is to include scheduled practices as well as games and tournaments. The shaved ice truck must be open prior to starting hours and remain open through the scheduled event. The County shall provide schedule changes to Contractor at least seventy-two (72) hours in advance of the scheduled event. All changes should be coordinated through the Recreation Department Director.
2. Contractor shall offer a menu of shaved ice products.
3. Contractor shall accept all major credit cards (Visa, Mastercard, American Express) as a form of payment.
4. Contractor shall maintain the shaved ice truck in a clean, smoke-free, and orderly manner. Contractor shall not be responsible for the cleanliness of the area or facilities outside of the shaved ice truck.
5. Contractor shall provide adequate staff to ensure a pleasant experience for all visitors. The County shall not be responsible for providing any staffing to assist Contractor.
6. Contractor shall perform all services provided for herein in a prompt and courteous manner.
7. Contractor shall provide the County with a copy of any and all contracts between Contractor and any applicable vendors for all shaved ice products.
8. Contractor shall accept liability and legal responsibility for all of its members, employees, representatives, and agents who act on behalf of Contractor. No member, employee, representative, or agent of Contractor who has pled guilty to or been convicted of a felony, misdemeanor involving family violence, or any crime where a minor was the victim, shall operate the shaved ice truck.
9. The County makes no promises or representations as to the condition of the shaved ice truck or the Park. In no event shall the County be responsible for or liable to Contractor or any of its members, employees, representatives, or agents for any

business loss, personal injury, or other damage, injury, or loss that the Contractor may sustain for any reason, including, but not limited to, any acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, loss or malfunctions of utilities, communications or computer services, vandalism, any criminal act, or other circumstances affecting the condition or availability of the Park or shaved ice truck.

10. Contractor shall be responsible for any and all repairs or replacement of equipment used to provide the shave ice products.
11. Contractor agrees to coordinate all activities, schedule changes, or other concerns through the Recreation Department Director.
12. The work shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the County Manager of Baldwin County. In the event of unreasonable delays in providing services or suspension of work, the County shall provide written notice of the breach to Contractor.
13. Contractor shall provide the services and obligations under this Agreement in accordance with the laws of the United States of America and the State of Georgia, the Baldwin County Code of Ordinances, and all Baldwin County Recreation Department policies and rules. Additionally, Contractor shall follow all Health Department rules and regulations for shaved ice truck operations. Contractor shall also comply with all regulations concerning licensing, sales tax and other applicable local, state and federal requirements.
14. Contractor shall provide the services contemplated by this Agreement under the supervision and to the entire satisfaction of the County.
15. Contractor shall at all times during the term of this Agreement maintain 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 occurrence	each
Bodily Injury Liability Except Automobile	\$1,000,000 occurrence	each
Property Damage Liability Except Automobile	\$1,000,000 occurrence	each
Automobile Bodily injury &Property Damage Liability	\$1,000,000 occurrence	each
Excess Umbrella Liability	\$3,000,000 occurrence	each

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

16. This Agreement may not be assigned, modified, or amended, in whole or in part, except as otherwise provided herein or by the written consent of the parties hereto.
17. Contractor shall not hire any subcontractor or any person or entity not a part of Contractor without the express written permission of the Director of the Baldwin County Recreation Department.
18. 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.
19. This Agreement may be terminated by either party for any reason by giving at least thirty (30) days’ advance written notice to the other party.
20. Notice 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: Ice Risers, LLC d/b/a Kona Ice of Lake Country
1331 Sandy Creek Road
Madison, GA 30650

21. Any rights created by this Agreement are contractual rights. This Agreement does not create and shall not be construed to create or convey any property interest to Contractor, including any covenant, easement or servitude, in the real property of the County.
22. Indemnification. Contractor agrees to indemnify, defend, and hold the County harmless from and against any and all third party losses, damages, judgments, interest, settlements, penalties, fines, court costs, demands, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, relate to, or are in any way connected to, Contractor's breach of this Agreement, Contractor's use of the Park, or which relate to any act or omission undertaken or caused by the Contractor, its members, employees, representatives, or agents.
23. Merger. This Agreement and the Exhibits attached hereto constitute the full and complete agreement among 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.
24. No Third Party Beneficiaries. 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.
25. Binding Effect. This Agreement shall be binding on the County and Contractor, as well as their assigns and successors in interest.
26. Governing Law. The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.
27. Dispute Resolution. In the event any dispute arises concerning performance or nonperformance hereunder, the Parties agree that venue for any disputes 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, Superior, State, or Magistrate Courts in Baldwin County, Georgia and such federal courts with jurisdiction over Baldwin County, Georgia.
28. Cumulative Rights. All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.

29. Time is of the essence of this Agreement.

30. Authorization. The person executing this Agreement on behalf of 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 has 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.

31. Waiver. 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.

32. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.

33. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and together, shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.

34. Severability. 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.

35. DRUG FREE WORKPLACE CERTIFICATION

The signer of this Agreement, acting as Representative of the Contractor, certifies that the provisions of code sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the **** Drug Free Workplace Act**** have been complied with in full. The signer further certifies that:

- A. A drug-free workplace shall be provided for the Contractor's employees during the performance of the Agreement; and

B. In the event Contractor hires a subcontractor to work in a Drug Free Workplace shall secure from that subcontractor the following written certification:

i. Subcontractor certifies to the Contractor that a Drug Free Workplace shall be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of code section 50-24-3. Also, the signer further certifies that he shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

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

Honorable Andrew Strickland
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

Executed on behalf of Ice Risers, LLC this ____ day of _____, 2025.

By: _____

Witness

Title: _____

Notary Public, State of Georgia

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



AGENDA ITEM: Award Contract for Shaved Ice Operations

MEETING DATE: April 15, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award contract to Ice Risers, LLC d/b/a Kona Ice of Lake Country for Shaved Ice Operations at Walter B Williams Park.

BACKGROUND INFORMATION: Staff issued a Request for Proposal for Shaved Ice Operations at Walter B Williams Park. One proposal was received on April 11, 2025:

- Ice Risers, LLC d/b/a Kona Ice of Lake Country 20% of gross receipts

Attached is the contract for shaved ice operations.

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



AGENDA ITEM: Award Contract for Harrisburg Park New Community Center

MEETING DATE: April 15, 2025

PREPARED BY: County Manager

RECOMMENDED ACTION: Award contract to Metal Buildings of Georgia, LLC for the new Community Center at Harrisburg Park for \$89,143.55.

BACKGROUND INFORMATION: The current community center will be converted into a library and will have restrictions regarding meetings, events and rentals. Freedman Engineering designed the new community center with input from the Harrisburg Collaborative and staff. Staff issued an Invitation for Bid (IFB) for the new community center at Harrisburg Park. Two bids were opened and read aloud on April 11, 2025 at 12 PM:

- | | |
|------------------------------|--------------|
| • Metal Buildings of Georgia | \$89,143.55 |
| • Dyer Construction | \$181,919.63 |

Metal Buildings of Georgia, LLC will provide the concrete slab, metal building, windows, doors and insulation. Public Buildings Superintendent Bruce Solomon will be responsible for bidding out the subcontractor work--electrical, plumbing and HVAC. Public Buildings staff will install ceiling grids, walls, paint, fixtures and perform other miscellaneous tasks. Staff members have done significant construction work for the county; for example, construction work at the airport, UGA Extension office and animal control. The project is funded by a \$1,762,416 state grant. There is no local match.

After accounting for the contract with Sam Hall & Sons, Stantec Engineering, and Metal Buildings of Georgia, the grant has a remaining balance of \$323,688. Those funds will cover the remaining items needed to complete the metal building, fencing and gates, and the playground equipment.

Harrisburg Park New Community Center (Metal Building)

Bid Summary

Metal Buildings of Georgia	\$89,143.55
Dyer Construction	\$181,919.63

Baldwin County Public Safety Dive Team
Proposal: Securing Vital Equipment to Ensure Rapid, Skilled Response to Water
Emergencies

April 15, 2025

As an integral part of ensuring the safety and well-being of the citizens of Baldwin County and the City of Milledgeville, the team is tasked with responding to water-related emergencies, including search and rescue missions, recovery operations, and crime investigations. The Baldwin County Public Safety Dive Team is requesting BOC authorization to apply for a \$10,000 grant from the Georgia Power Foundation to purchase essential dive equipment.

About the Baldwin County Public Safety Dive Team

The Baldwin County Public Safety Dive Team was founded in October 2023 between members of the Baldwin County Sheriff's Office and Baldwin County Fire-Rescue. The team is committed to providing highly trained, professional, and effective underwater search and rescue services.

The team's mission is to enhance public safety by ensuring a rapid, skilled response to water emergencies. The team strives to maintain the highest standards of professionalism, safety, and teamwork, ensuring that team members are always prepared to serve the community.

Need for Equipment

The Baldwin County Public Safety Dive Team is made up of 4 public safety divers. Currently, the dive team operates with limited resources, relying on outdated, personal equipment that hampers diver's ability to conduct comprehensive underwater searches.

List of Personal Dive Equipment being Used by Baldwin County Public Safety Dive Team

- Buoyancy compensation device
- Regulator sets (1 per diver)
- Masks (1 per diver plus some personal full-face masks)
- Fins (4 pairs per diver)
- Snorkels (4 pairs per diver)
- Wetsuits (4 pairs per diver)
- Dive computers (1 per diver, but some divers have multiple)
- Flashlights (2 per diver)
- Dive knives (2 per diver)
- Dive boots (1 pair per diver)
- Dive reels (1 per diver)
- Delayed service marker buoy float with reel (n=1)
- Marker buoy with float (n=1)

Some divers on the team have also loaned additional equipment to be used by the collective team.

List of Equipment being Loaned by Team by Baldwin County Public Safety Divers

- Lift bags (n=2)
- Dive lags (n=2)
- Garmin sonar system (n=1)
- Diver down float & flag (n=1)
- Stocked medical bag (n=1)
- Steel 120 scuba tanks (n=2)
- Pony bottle and regulator (n=1)
- Throw rope bags (n=2)

While team members are committed to serving the community, the use of personal gear is not sustainable, and it compromises both safety and operational efficiency. Fortunately, in 2024, the Baldwin County Public Safety Dive Team was awarded a Firehouse Public Safety Foundation grant and secured some new equipment.

List of Equipment Funded through Firehouse Public Safety Foundation Grant

- Full face masks (n=4)
- Full face mask accessories (n=4)
- Communication base station
- Diver ear mics and wireless communication system (n=4)
- Dry suits (n=4)
- Sets of dry suit undergarments (n=4)

Specific Request

The dive team is seeking \$10,000 from the Georgia Power Foundation to procure the following essential dive equipment:

- Diver BCDs (Buoyancy Control Devices) – 4 units
- Regulator Sets – 4 sets
- Air Tanks – 4 tanks
- Back up Air Tanks - 4 tanks
- Full-Face Masks – 4 masks

These pieces of equipment are essential to ensure the safety of our divers and to enable the team to respond more effectively during high-pressure rescue operations. The equipment will allow the dive team to replace the personal gear currently in use and provide its divers with the standard, reliable, and well-maintained equipment needed for optimal performance.

Why Georgia Power Foundation?

The Georgia Power Foundation focuses on supporting causes that contribute to the well-being of the communities we serve. This aligns completely with the mission of the Baldwin County Public Safety Dive Team, which is enhancing public safety. Baldwin County serves a total population of 43,799 and is part of Georgia's lake country and home to the tourist destinations of Lake Sinclair and the Oconee River; Lake Oconee is in neighboring Putnam County. The team's primary operational areas are Lake Sinclair, Lake Oconee, and the Oconee River, all waterways that are operated by Georgia Power.

Lake Sinclair covers approximately 15,330 acres of surface area with 417 miles of shoreline. The lake is situated mostly in Baldwin County, but it also extends to Putnam and Hancock Counties. The primary source of water for Lake Sinclair is the Oconee River which extends into Wilkinson County and farther south. Lake Sinclair has a strong community of residents and visitors who enjoy its natural beauty and recreational opportunities. These destinations (both lake and river) are major contributors to an estimated increase of around 10,000 seasonal residents; they offer a variety of recreational activities including boating, fishing, swimming, camping, and picnicking. Unfortunately, there have been several drownings that have occurred in the Baldwin County community since 2020. There have been many water rescues, as well. See the table below.

Table 1. Drownings and Water Rescues 2020 – 2025*

Drownings in Baldwin County: 13
Drownings outside Baldwin County assisted by the Baldwin County Public Safety Dive Team: 2
**Water Rescue: 23

**This report does not include the first 4 months of 2020 due to utilizing a different CAD software at the time.*

***For this report, an incident was considered a water rescue when a person needed assistance in a waterway in Baldwin County and boats had to be deployed. These incidents range from a stranded swimmer, overturned kayak, medical issue on the water, boating accident, etc.*

Presented below is a chronological list of all of the drownings and water rescues referenced in the table above.

Drownings and Water Rescues 2020 – 2025 Organized by Date

1. 08/02/2020 (Water Rescue)
2. 09/04/2020 (Water Rescue)
3. 12/15/2020 (Drowning)
4. 05/16/2021 (Drowning)
5. 08/21/2021 (Water Rescue)
6. 09/09/2021 (Drowning)
7. 12/16/2021 (Drowning)
8. 01/25/2022 (Drowning)
9. 05/17/2022 (Drowning)
10. 05/21/2022 (Water Rescue)
11. 05/22/2022 (Water Rescue)
12. 06/05/2022 (Drowning)
13. 06/20/2022 (Water Rescue)
14. 07/23/2022 (Water Rescue)
15. 11/18/2022 (Water Rescue)
16. 03/23/2023 (Water Rescue)
17. 05/02/2023 (Drowning)
18. 06/25/2023 (Drowning)
19. 06/26/2023 (Water Rescue)
20. 07/04/2023 (Water Rescue)
21. 07/09/2023 (Water Rescue)
22. 07/09/2023 (Water Rescue)

23. 07/13/2023 (Water Rescue)
24. 08/05/2023 (Water Rescue)
25. 08/13/2023 (Water Rescue)
26. 09/16/2023 (Water Rescue)
27. 10/01/2023 (Water Rescue)
28. 11/03/2023 (Water Rescue)
29. 04/27/2024 (Drowning)
30. 06/06/2024 (Drowning)
31. 07/21/2024 (Water Rescue)
32. 08/05/2024 (Drowning – Assist outside agency. Requested by DNR, subject located on Lake Sinclair in Hancock County)
33. 09/03/2024 (Water Rescue)
34. 10/04/2024 (Water Rescue)
35. 02/12/2025 (Drowning – Assist outside agency. Requested by DNR in Putnam County on Lake Oconee)
36. 02/15/2025 (Drowning)
37. 02/25/2025 (Water Rescue)
38. 03/25/2025 (Drowning)

The resources provided by Georgia Power will directly enhance the Baldwin County Public Safety Dive Team's ability to save lives, recover missing persons, and assist in water-related investigations in Baldwin County, the City of Milledgeville, and surrounding counties. Additionally, the equipment this grant would afford could be used as a state mutual aid resource.

The Baldwin County Public Safety Dive Team does not have its own line item within the fire department or the sheriff's office's budget. Therefore, it is of most importance that the dive team continue to pursue grant funding to ensure they have the vital equipment needed to save the lives of residents and or visitors using Lake Sinclair, Lake Oconee, and the Oconee River. With Georgia Power's support, the Baldwin County Public Safety Dive Team will be equipped with the most reliable and up-to-date gear, ultimately increasing the safety and effectiveness of our public safety operations. This request will allow the team to work with the safety and efficiency the public deserves.

Bubbles or Not

211 N. Louisville St
Harlem Georgia 30814

Item 13.

Invoice - Quote

Brandon Clements-34522184

(478) 986-8506

(478) 986-8506

Quote#: 10922

09-12-2024 - 11:01:53 AM

Sales Person: Rose-3547903

Qty	Del	Unit Price	Description	PC	Tax	Type	Ext.Price
4	0	492.80	REG - PK5300 Advanced OPENWATER REG PACKAGE - YOKE (Serial368829)	M	Yes	Product	1971.20
4	0	452.23	PK5300-OW XT1/XT2 AOW REG YOKE/8796420029074 TRANSPLATE with VOYAGER EXP WING	M	Yes	Product	1808.92
4	4	750.00	PK3547/1447 OTS FFM GUARDIAN	M	Yes	Product	3000.00
4	0	500.00	Miscellaneous/89 HP Steel 120. Any color	M	Yes	Product	2000.00
4	0	200.00	FXG120DVB/747 Catalina AL 40cu ft White	M	Yes	Product	800.00
4	1	17.00	CA40WHDV/886 Size:40cf ASSEMBLY SCREWS - SS (SET OF 2)	M	Yes	Product	68.00
4	0	87.97	HW1069PAIR/879642009586 BACKPLATE LUMBAR COMFORT PAD	M	Yes	Product	351.88
			BC1037/879642000347				

Customer PO. Number: Baldwin Sheriff Department

Delivery Terms: delivery of gear when balance is PAID IN FULL

Contact Info: Rose Bennett, rose@bubbles-or-not.com/443-310-2468

Sub Total\$10000.00

Taxable Amount \$0.00

Sales Tax \$0.00

Total after tax\$10000.00

Total Amount\$10000.00

Quote Notes

Quote is good for 30 days. 50% deposit is non-refundable.

All Deposits are Non Refundable.

Baldwin County Projects		Next Phase
Public Buildings		
Memorial Library	Reviewed and edited Engineering and Design RFQ.	Selection of architectural/engineering firm.
Sewer & Water Infrastructure		
Galvanized Water Line Inventory	Board awarded contract to USG for \$385,300.	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	7 firms submitted qualifications. Staff will shortlist the firms and then ask for pricing.	Contractor selection.
North Baldwin Tank 1 Filter Installation	Contract signed 03/13/2025.	Design expected 03/31/25; filter installed by 04/30/25.
Smith-Sibley Sewer Extension	Public Hearing is April 16 at 11am at the Govt. Building. Work plan and budget submitted to EPA staff. Agency coordination letters to be sent to EPA staff.	Continue with design and preparing bid documents.
Sewer Line Replacement/Housing Rehab 2024	Residents signed paperwork with contractors on 03/21/2025.	Construction phase begins 04/07/25.
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	Bids due 05/06/25.	BOC to award contract 05/20/25.
Oconee Heights Streetscape	RFQ for engineering and design firms issued; RFQs due 05/09/25.	Selection of engineering firm.
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.	
Airport Fixed Based Operator	RFQs for FBOs due 04/25/25.	Selection of firm.
Public Safety		
SO Real Time Crime Center	Contract awarded to Dyer Construction for \$339,045. Construction continues.	Completion expected spring 2025.
SO Training Equipment	Bids for training equipment due April 21 at noon.	BOC to award bid 05/01/25.
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	Qualite contract ratified.	Expect completion by summer 2025.
Water Park/Aquatic Center	Construction continues.	Opening Day is To Be Determined.
Pickleball Courts	Court base completed 03/28/25. Court paving expected by 04/20/25.	Expect completion by May 31, 2025.
Harrisburg Park Improvements	Contract awarded to Hall and Sons for \$1,129,838. Silt fencing is being installed.	BOC to award bid for community center on 04/15/25. Completion expected fall 2025.
Oconee Heights Park at 123 Coombs Ave	Fencing, light and security cameras remain. Crosswalks painted on 04/14/2025.	Expect completion by April 30, 2025.
Cooper's Park	Rain garden constructed 04/05/25.	Award contract for splash pad on 04/15/25. Splash pad should open early August 2025.
Housing		
2024 CHIP Grant	Two house inspections took place 03/06/25. Two additional home owners to sign 04/16/25.	Invitation for Bid to be prepared.
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.