



BALDWIN COUNTY REGULAR MEETING

December 19, 2023

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Father Bryan Kuhr, Sacred Heart Catholic Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- [2.](#) December 5, 2023 Work Session
December 5, 2023 Budget Hearing and Regular Meeting
December 5, 2023 Executive Session
December 14, 2023 Work Session
December 14, 2023 Called Meeting

ADMINISTRATIVE/FISCAL MATTERS

- [3.](#) Adoption of FY 2024 Budget Resolution and Fee Schedule - Assistant County Manager
4. Appointment to Middle Georgia Advisory Council on Aging - Chair
- [5.](#) 2024 Bicycle Ride Across Georgia (BRAG) - County Manager
- [6.](#) GA DOT Local Administered Project (LAP) Engineering and Design Procurement Policy and Procedure Certification - County Manager
- [7.](#) Property Purchase Agreement for 0.2 Acres on Horace Veal Road - County Attorney
8. Hosting Eggs and Issues at Government Building - County Manager
- [9.](#) Amendment to Previously Adopted Baldwin County Board of Elections Local Legislation Outline - County Attorney
- [10.](#) Staggered Elections for Commissioners

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

December 25 & 26, 2023, Monday and Tuesday, All Non-Emergency Departments Will Be Closed in Observance of Christmas. All Non-Emergency Departments Will Close at 3:00 p.m. on Friday, December 22, 2023.

January 1, 2024, Monday, All Non-Emergency Departments Will Be Closed in Observance of New Year's Day.

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

January 15, 2024, Monday, All Non-Emergency Departments Will Be Closed in Observance of MLK Day.

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



**BALDWIN COUNTY
WORK SESSION**
December 5, 2023
1601 N Columbia St, Suite 220
5:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Work Session to order at 5:00 p.m.

ADMINISTRATIVE / FISCAL MATTERS

Proposal for Establishment of Board of Elections

Chair Emily Davis stated the purpose of this meeting is to discuss a proposal for the establishment of a Board of Elections. Chair Davis stated the Committee composed of Vice Chair Westmoreland and Commissioner Butts has met with Senator Rick Williams and Judge Todd Blackwell as well as other interested parties to develop a proposal for the establishment of a Board of Elections. She asked Mr. Westmoreland and Mr. Butts if they would like to make comments prior to the County Attorney's discussion. They declined comment at this time.

County Attorney Brandon Palmer stated a potential proposal is being presented for discussion which would be given to the local delegation to take to Atlanta to drop a bill that would transition the County from elections being handled by the Probate Judge to a Board of Elections. Attorney Palmer stated that action by this Board would be to authorize submission of the proposal to the local delegation; and it is up to the local delegation to drop a bill to be approved by the General Assembly.

County Palmer discussed the proposal in detail including the composition of the initial board, staggered elections for members, appointment of successor members of Board of Elections for the initial terms ending in 2028 and 2030, removal / vacancies of members, and supervisor of registration and elections. Discussion was held about the method of appointment of members of the Board of Elections.

After further discussion regarding the proposal, Commissioners recommended changes to Section V – Supervisor of Registration and Elections. The section was amended as follows to add: c. The supervisor may be terminated or disciplined for cause by a majority vote of the Board of Commissioners. d. The Board of Elections shall advise the Board of Commissioners on the issue of discipline of supervisor or termination of employment. The remainder of the section was not amended.

Discussion was held regarding whether or not the vote must be unanimous by the Board of Commissioners for the legislative delegation to introduce the bill.

County Attorney Palmer explained the process. He stated this Board is putting together a general outline to be submitted to Senator Williams who will then send the outline to the Office

of Legislative Counsel to prepare a first draft of the bill. The draft will be sent back to the Board of Commissioners for their review and comment. Senator Williams asked that the outline be submitted earlier rather than later in order for a bill to be introduced.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the meeting at 5:45 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
REGULAR MEETING**
December 5, 2023
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the meeting to order at 6:00 p.m.

INVOCATION

Reverend Gregory Barnes delivered the invocation

PLEDGE OF ALLEGIANCE

The Baldwin High School Naval JROTC presented the colors and led the Pledge of Allegiance.

PUBLIC HEARING ON FY 24 PROPOSED BUDGET

Assistant County Manager Dawn Hudson presented the proposed budget for the fiscal year beginning January 1, 2024 and ending December 31, 2024. She discussed revenues and expenditures totaling \$27,800,000 for the General Fund budget. She reported tax revenue makes up 81% of General Fund revenue with the budget based on property tax revenue of \$16,200,000 and Local Option Sales Tax (LOST) revenue estimated at \$5,800,000. Grant revenue is currently \$1,822,000 in 2024; charges for services increased by \$175,000 to \$2,416,000; fines and forfeitures are expected to be \$864,000 and other revenue of \$100,000 which is building rental, rebates, etc. Ms. Hudson highlighted General Fund Revenue with 58% coming from property taxes, which has been the same in 2022, 2023 budget and the proposed 2024 budget. 21% of the General Fund Revenue comes from LOST with the remaining revenue coming from other taxes, intergovernmental funds, charges for services, fines and forfeitures and other miscellaneous revenue. She highlighted General Fund Expenditures reporting an 4% COLA and 2% longevity increase for classified employees. She stated the budget includes new positions for various departments including administration, IT/GIS, Clerk of Courts, Animal Control, Public Works and E911. There are also increases in the retirement contribution of 15%, insurance costs of 5%, increases in cost of supplies and maintenance costs as well as an increase in inmate medical costs of \$230,000. Ms. Hudson presented a bar chart outlining General Fund Expenditures with the majority of expenditures for public safety. She explained the majority of expenditures are for mandated services with discretionary services comprising a very small part of the budget.

Ms. Hudson discussed the following Special Revenue Funds which account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes. She stated Special District Funds account for each special taxing district in a separate fund whereby a government may provide services only in the unincorporated area of the County and tax only those properties located in the unincorporated area to pay for these services. The Unincorporated Service Fund is a

special revenue fund for the unincorporated service district which accounts for services only in the unincorporated area of the county and tax only those properties located in the unincorporated area to pay for these services. Estimated revenue is \$3,165,000 with the major source of revenue being the insurance premium tax as well as fees charged in the unincorporated area of the County. These funds are dedicated for fire protection and business services in the unincorporated areas. Ms. Hudson discussed the Solid Waste Disposal Fund which accounts for collection and disposal of solid waste in the unincorporated area of the County. The contract with Waste Management Services was extended in July 2021 for five years and the current fee is \$19.10 which will cover the current estimated cost of \$2,500,000. The E911 Fund accounts for operations of the E911 centers which provide an open channel between citizens and public safety providers to effectively and efficiently respond to calls received for emergency services and non-emergency assistance/information. E911 fees are expected to remain the same in fiscal year 2024. Ms. Hudson stated there has been an increase cost of 3% for maintenance of infrastructure and 2 new positions, and the \$327,200 revenue shortfall will be covered by General Fund Revenue.

Ms. Hudson reported enterprise funds may be used to report any activity for which a fee is charged to external users for goods and services. The County has a Water & Sewer Enterprise Fund with operating revenues for FY 24 estimated at \$5,465,000 based on current water and sewer rates. She stated budgeted revenues are sufficient to cover operating and debt service costs. Ms. Hudson reported the County currently has 9,600 water customers and 1,865 sewer customers with the average water usage of 4,800 gallons and the average bill being \$46.67.

Ms. Hudson reported the current Special Local Option Sales Tax (SPLOST) expires in March 2024. The remaining project to be completed under this SPLOST is the aquatics center. The SPLOST extension passed by referendum in March 2023 and collections began in April 2024. Estimated revenue for the SPLOST is \$55,000,000. She discussed projects included in the SPLOST being public safety facilities, equipment and improvements, communication system upgrades, recreation facilities equipment and improvements, economic development (DAMBC, airport, greenway, CSHLRA), fire administration facilities and equipment, public works facilities equipment and infrastructure (roads, bridges, storm drainage, water and sewer infrastructure improvements and expansion), public buildings facilities and equipment and City projects.

Ms. Hudson reported the Transportation Special Purpose Local Option Sales Tax (TSPLOST) passed in November 2023 and taxes will be collected March 2024 – March 2029. Estimated revenue to be collected during this period is \$45,000,000 (65% county projects and 35% city projects). The TSPLOST will be used for construction, renovation and improvements of roads, streets, bridges, drainage projects and equipment.

Assistant County Manager Hudson stated the budget is scheduled for adoption at the December 19, 2023 Regular Meeting.

There being no comments from Commissioners or citizens, the Public Hearing on the FY 2024 budget was adjourned.

PRESENTATION

Ms. Deana Perry, Vice President of State Government Affairs of Georgia with Kinetic by Windstream thanked the Board for the opportunity to provide an update on the County's broadband project. She introduced team members of field operations District Director Edward Lyman and Chris Colson who takes care of the internet service and network in Baldwin County. Ms. Perry presented information on the State Fiscal Recovery Fund for Broadband projects. She stated through a collaboration between Baldwin County and Windstream a grant was awarded for a broadband project which totals \$1,700,000 consisting of \$832,000 of state investment; \$790,000 of Windstream funding and the County's investment of \$151,000. She stated the project is for specific areas determined by the States Broadband Eligibility Map. The locations are around Lake Sinclair and Highway 22 and there are 700 locations included in the project. Currently approximately 50% of the fiber has been placed; however, once the fiber is placed there is still a great deal of technical work to be done. Ms. Perry reported the anticipated date of 100% completion of the project is March or April 2024.

APPROVAL OF MINUTES

Commissioner Henry Craig made a motion to approve the minutes of the November 21, 2023 Regular Meeting as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Pickleball / Tennis Courts Resurfacing

County Manager Tobar presented information regarding resurfacing the pickleball and tennis courts. He stated the proposal from the County's annual contractor to reconstruct the courts is \$120,000 which is a savings of \$5,000 due to the County purchasing the gravel. The total of \$120,000, minus \$40,000 donations is a net cost to the County of \$80,000. Mr. Tobar presented a layout of eight pickleball courts and two tennis courts. Commissioners concurred that the courts are in deplorable condition and something must be done. However, Commissioners expressed confusion of the layout and what exactly is being proposed regarding the courts. Commissioner Henry Craig questioned the distance between the courts. Mr. Tobar responded there is a distance of eight feet. Commissioner Craig stated that distance between the courts is not sufficient because it is dangerous to have such a small distance. He stated research shows the recommended distance is a minimum of ten feet. Vice Chair John Westmoreland stated the courts we have now must be fixed; we have to maintain facilities we have. Commissioner Kendrick Butts agreed. Mr. Tobar stated when the distance between courts is increased this will cut down on the number of courts. Commissioner Hall discussed another method of repairing the courts that the County Engineer stated would be less costly and would provide a useful life of 10 years. County Manager Tobar stated he and the County Engineer didn't feel that method was the best use of county funds since the useful life of the courts would not be as long. He asked the Board if they want to proceed with the project. Commissioners concurred that Mr. Tobar should research a safe distance between courts and move forward with the project.

The following citizens addressed the Board regarding pickleball: Ms. Stephanie Spivey stated the number of pickleball players has grown and is continuing to grow; tournaments are being held which brings revenue into the county. She asked that Commissioners resurface the courts so players may play safely and continue to bring this revenue into the County. Mr. Tony Ross addressed the Board stating he is in support of upgrading the facilities. He stated he is the person who brought a proposal to the County for a public/private partnership to upgrade the facilities and operate the programs, and is willing to make a significant investment in the facilities and programs. He discussed a proposal he distributed to Commissioners that Barber Tennis would provide twenty newly serviced courts, and both the pickleball and tennis court sides could be done for \$120,000. Mr. Jeff Moore addressed the Board in support of the pickleball program. He stated the sport is all inclusive – it is for all ages and levels of ability. Anyone can contact the Rec. Department and schedule a time to come out to learn to play. He stated the number of pickleball players continues to increase and bring revenue to the County.

Chair Davis asked if the Board wishes to act on this matter. Commissioner Henry Craig made a motion to table the matter. Commissioner Kendrick Butts seconded the motion.

After discussion, Commissioner Craig withdrew his motion to table the matter and Commissioner Butts withdrew the second to the motion. Vice Chair Westmoreland stated there needs to be rules posted at the courts rather than depending on social media or a website to provide adequate information about the program. Commissioner Kendrick Butts stated there should not be specific rules for this program if the other programs do not have rules. Chair Davis requested that County Manager Tobar schedule a meeting with Recreation Director Rollins, the Recreation Committee and a couple of pickleball players to address this matter. Further discussion was held. Commissioner Craig made a motion to move forward with the reconstruction of the unlit tennis and pickleball courts. Vice Chair John Westmoreland seconded the motion.

Commissioner Hall requested further discussion on the matter. He asked for a specific amount to be authorized for the project. Commissioner Craig restated the motion that the County move forward with the reconstruction of tennis and pickleball courts as discussed for the total of \$120,000 pending receipt of the donation to the County in the amount of \$40,000. Vice Chair Westmoreland seconded the motion and it passed unanimously.

SNAP-Ed Memorandum of Agreement

County Manager Carlos Tobar presented a Memorandum of Agreement (MOU) between the Houston County Board of Health dba North Central Health District and the Collins P. Lee Center for implementing Supplemental Nutrition Assistance Program Education (SNAP-Ed) at the Collins P. Lee Center. The MOU acknowledges terms and understanding of the partnership between November 8, 2023 through September 30, 2024. He stated the MOU outlines the responsibilities of the parties.

Commissioner Kendrick Butts made a motion to approve Memorandum of Agreement as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

A copy of the Memorandum of Agreement is herewith attached and made an official part of the minutes at pages _____ and _____.

Community Based Victim Grant for GA Porch

Assistant County Manager Dawn Hudson presented a Criminal Justice Coordinating Council (CJCC) Victims of Crime Act Assistance grant award for Community Based Victim programs through GA Porch. She stated the award is in the amount of \$84,011 for the period October 1, 2023 – September 30, 2024.

Commissioner Sammy Hall made a motion to accept the grant award as presented. Commissioner Henry Craig seconded the motion and it passed unanimously.

Drinking Water State Revolving Fund Loan Agreement

Assistant County Manager Dawn Hudson reported the County has received a Georgia Environmental Facilities Authority loan award for the Drinking Water State Revolving Loan Fund (DWSRL) in the amount of \$150,000 for service line inventory. She stated there is a \$150,000 loan forgiveness if all the loan funds are drawn down. She requested approval of a Resolution authorizing the loan and authorizing the Chair to sign related documents.

Commissioner Sammy Hall made a motion to accept the GEFA loan and approve the Resolution as presented. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

A copy of loan documents is on file in the Commissioner's Office.

Board of Elections

Commissioner Henry Craig made a motion to table this matter. Vice Chair John Westmoreland seconded the motion. After discussion, Commissioners agreed to accept public comment on the matter.

Chair Davis stated there were two citizens who have signed up to speak on this matter.

Betsy Truscott, 110 Newport Road addressed the Board stating there was scrutiny of the last presidential election, and Georgia was one state in the spotlight. The Governor and Secretary of State stood up for the voting process and the election results. The State may mandate that counties change the way elections are handled; however, why would you want to change it when it works. There was suspicion surrounding the election; and if things are changed she stated she feels people will become even more suspicious.

Gregory Barnes, 3736 Sussex Drive, thanked Vice Chair Westmoreland and Commissioner Kendrick Butts for serving on the committee regarding the transition to a Board of Elections. He thanked Commissioners for looking at this important matter and considering action. He stated he felt the process must have total transparency from the beginning. He asked that consideration be given to not having all members of the current Board of Registrars serve as the initial Board of Elections but begin staggered terms immediately. He stated there is a lack of transparency of how those members names are selected to be presented to the Judge for appointment to the Board of Registrars. He stated he understands that the Board of Elections needs experienced members; however, he recommended that three of the members of the Board of Registrars serve on the initial Board of Elections and that staggered terms begin

immediately rather than four or six years down the road. He stated that would be the most transparent way to start the new process.

Chair Davis called for a vote on the motion made by Commissioner Craig and seconded by Vice Chair Westmoreland to table the matter. The motion passed by the following vote:

Aye: Craig, Hall, Westmoreland, Davis

Nay: Butts

OLD BUSINESS

Chair Davis expressed her concern about the number of accidents on Deepstep Road. Commissioner Craig agreed this is a very dangerous road. Mr. Tobar stated the County had asked for the speed limit to be lowered. Chair Davis asked that the DOT be contacted to follow up on this. Mr. Tobar stated chevron signs have been posted on the road to make people aware.

Shirley Blizzard, 170 O'Quinn's Pond Road addressed the Board stating the road is very dangerous. She stated another wreck occurred there this morning with the victim being life flighted out. She reported that a year ago a man died in same location. She stated there are numerous problems with road but speed is the major problem, and people must slow down.

Commissioner Kendrick Butts asked for an update on the intersection of

Commissioner Kendrick Butts asked for an update on the intersection of Harper and Irwinton Roads. He stated the bushes need to be cut back at that intersection because cars pulling out do not have a clean line of sight there.

Vice Chair Westmoreland requested an update on Meriwether Convenience Center. He stated he had asked months ago for plans for repairing the center. Mr. Tobar responded Engineer Brian Wood is getting a quote for concrete.

Chair Davis requested an update on the cleanup on Minor Road, Lovers Lane and Highway 22 E Convenience Center

NEW BUSINESS

There was no new business to come before the Board.

COUNTY MANAGER'S REPORT

County Manager Tobar presented Capital & Operational Reports on County projects.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

The following people addressed the Board: Steven Bryant, 116 Newport Road. He stated he is opposed to the multi-purpose path in his neighborhood. He stated decrease in property values, security reasons for homes and increased drainage problems. He stated there are many other places for bikers, joggers and walkers to go throughout the County without a new path being built in his neighborhood. Marlene Lovejoy, 136 Newport Road, congratulated Commissioners on becoming a Community Health Champion. She expressed her opposition to the multi-purpose trail. She stated it would be a disruption to neighborhood landscaping. She stated the neighborhood has been canvased, and a petition has been signed by 110 individuals who oppose the trail. Rick Bilz, 203 Lakeshore Circle, expressed his opposition to the multi-purpose trail. He stated the trail will be used by few and cause disturbance to many. Ricky Giles, 205 Lakeshore Circle, also expressed his opposition to the trail.

Commissioner Henry Craig who also lives in the airport neighborhood stated he is advocating for the multi-purpose trail. He stated it is for the safety of everyone who walks in the neighborhood and has to jump out of the way of traffic. He stated he cannot ignore the safety of citizens.

EXECUTIVE SESSION

Commissioner Kendrick Butts made a motion to adjourn into Executive Session at 8:00 p.m. to discuss property acquisition / disposition and personnel. Commissioner Henry Craig seconded the motion and it passed unanimously.

REGULAR SESSION

Commissioner Sammy Hall made a motion to reopen the regular meeting at 8:50 p.m. Commissioner John Westmoreland seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the meeting at 8:50 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
WORK SESSION**
December 14, 2023
1601 N Columbia St, Suite 220
4:30 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Work Session to order at 4:30 p.m.

ADMINISTRATIVE / FISCAL MATTERS

Discussion with Legislators

Representative Mack Jackson and Representative Ken Vance were welcomed by Commissioners.

Representative Jackson provided information on the following: legislators have just finished with a special session to answer the Federal Judge's ruling that legislative district maps do not support the voting rights act. Legislators have completed revisions and submitted the maps to the Judge for approval. If the Judge does not approve maps prepared by legislators, a Special Master will be appointed who will then prepare new district maps. Representative Jackson discussed a tax cut recently announced by the Governor. He discussed tort reform, increase in rural tax credit for hospitals from 75 million to 100 million which sunsets in December 2024 and wants to see this pass to continue from 2024 - 2029. He discussed the importance of physician recruitment for rural areas and the importance of broadband availability to these communities.

Representative Vance expressed his appreciation to Representative Jackson for his valuable help to him. He stated as a new representative he has relied on the experience and knowledge which Representative Jackson has so graciously given. Mr. Vance agreed that rural counties must be equipped with physicians, hospitals, educational opportunities and broadband. He stated he felt the upcoming session would address increased mandated training for law enforcement officers. He stated the officers must be equipped with appropriate training such as resiliency training and funding needs to be available to help officers with PTSD. Mr. Vance stated he doesn't agree with the school vouchers program since we should be concerned with funding public education. Representative Vance stated he feels education should teach fundamentals to prepare students with life skills. Mr. Vance concluded by saying he is honored to represent the people of the district along with Representative Jackson.

Commissioner Sammy Hall asked the Representatives to review the ACCG Legislative Update because he feels ACCG has identified serious concerns to Counties. Representative Jackson stated he and Mr. Vance would keep in touch with the Commissioners; however, he asked Commissioners to communicate with them also. He said they do not want to do anything detrimental to counties. Commissioner Hall requested the legislators to consider counties when they make laws of mandated services with no funding from the State. He asked the legislators to provide funding for these mandates.

Commissioner Kendrick Butts asked for further clarification regarding proposed district maps.

Commissioner Henry Craig stated funding is needed for more training to assist with PTSD. He stated he is part of the rural hospital stabilization committee, and he encourages legislators to make money available to rural hospitals. Rural communities have the most difficult time to deal with mental health. Commissioner Craig state tort reform is definitely an issue. He stated Georgia is the easiest state in country in which to sue. Frivolous lawsuits create enormous problems for communities as long as we have no laws that regulate these.

Representative Jackson discussed the need for a data base for persons with mental health issues so that their information can be available to law enforcement when these individuals are encountered. It should be known that the person requires medical assistance rather than being taken to jail.

County Manager Carlos Tobar reported that Baldwin County in collaboration with Windstream received funding to provide broadband to underserved areas. He also stated that mental health issues are very serious in this community. He thanked legislators and stated how valuable letters of support provided by our Representatives have been to the County in receiving grants.

Vice Chair John Westmoreland recommended this informational meeting should become an annual event taking place before and after the General Assembly meets each year.

Chair Davis asked that Agenda Item # 3 – Staggered Elections be discussed before Item #2 – Board of Elections.

Staggered Elections

Attorney Brandon Palmer presented an outline of points for suggested local legislation for staggered terms for the Board of Commissioners. Once the Commissioners approve the outline, it can be submitted to Senator Williams who will submit it to the Office of Legislative Counsel. He stated Commissioners who hold office on the effective date of the act will continue to serve for the terms of office that were elected. Commissioners elected from Districts 1 and 2 at the general election held in November 2024 shall each serve a term of four years beginning January 1, 2025 and ending December 31, 2028. Commissioners elected from Districts 3, 4, and 5 at the general election held in November 2024 shall serve a term of two years beginning January 1, 2025 and ending December 31, 2026. Thereafter each Commissioner will serve a term of office of four years.

Commissioner Hall stated this needs to be done as soon as possible since qualifying is March 4-8, 2024. Attorney Palmer responded that if Commissioners adopt the outline, he will forward the outline to Senator Williams and send Representatives Jackson and Vance a copy of the minutes showing the Board's action.

Board of Elections

Attorney Palmer reported he, committee members Westmoreland and Butts, and Judge Blackwell have held meetings to discuss the establishment of a Board of Elections. Mr. Palmer presented the proposed outline including the composition of the initial Board being the current Board of Registrars, staggered elections, appointments of successor members, removal / vacancies of members and the Supervisor of Registration an Elections which incorporates changes made by the Board at the last meeting.

Discussion was held regarding how to handle a possible situation of there not being a majority vote by the Board of Commissioners to appoint a member and a timeline for the submission of other names and a timeline for the Commissioners to make the appointment.

Judge Todd Blackwell stated the reason there should be staggered terms of four and six years is that members would not see the entire cycle of elections otherwise. He recommended creating a board that functions well and that continues with successful elections. He recommended keeping the Board as identical as we have now to keep everything running smoothly. The goal of having four- and six-year terms is to have members go through total election cycle.

Discussion of the matter will be continued during the 6:00 p.m. Regular Meeting.

ADJOURNMENT

Commissioner Kendrick Butts made a motion to adjourn the Work Session at 6:00 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
CALLED MEETING**
December 14, 2023
1601 N Columbia St, Suite 220
6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Sammy Hall
Henry Craig

OTHERS PRESENT

Brandon Palmer
Carlos Tobar
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the meeting to order at 6:00 p.m.

INVOCATION

Evangelist Rosa Mullins delivered the invocation

PLEDGE OF ALLEGIANCE

Vice Chair John Westmoreland led the Pledge of Allegiance.

ADMINISTRATIVE/FISCAL MATTERS

Board of Elections

Commissioners continued discussion on the method of appointment for members of the Board of Elections. Commissioner Henry Craig stated his objection to members being appointed by political parties. He stated considering the importance of the election process, political parties should not make the appointments.

Vice Chair John Westmoreland brought up a question as to what would happen if none of the names submitted to the Board of Commissioners received a majority vote for appointment to the Board of Elections. He asked what the timeframe should be for the appointing agency to submit additional names for the Commissioners consideration.

Discussion was held about the initial date of appointment of members. Commissioner Hall suggested names should be submitted to Commissioners sixty days prior to the vacancy of a position on the Board of Elections. Discussion was held to make the original date of appointment December 31st of each year. After discussion, Attorney Palmer restated the changes to include: August 31st deadline for submission of no less than three and no more than five names for consideration for appointment by Board of Commissioners; by second meeting in October – if no appointment is made from the list of nominees, the party given additional 30 days deadline of November 15th for submission of no less than three and no more than five new names; if political party fails to submit nominations by either date, the position will be appointed by majority vote of the Board of Commissioners.

Commissioner Kendrick Butts made a motion to approve the local legislation outline with the aforementioned changes for the establishment of a Board of Elections. Vice Chair John Westmoreland seconded the motion. The motion passed by the following vote:

Aye: Butts, Hall, Westmoreland, Davis

Nay: Craig

Commissioner Kendrick Butts made a motion to submit the approved Board of Elections legislation outline with the aforementioned changes to the local legislative delegation. Vice Chair John Westmoreland seconded the motion. The motion passed by the following vote:

Aye: Butts, Hall, Westmoreland, Davis

Nay: Craig

Staggered Elections

Commissioner Henry Craig made a motion to approve the local legislation outline for staggered elections. Commissioner Kendrick Butts seconded the motion. Commissioner Craig amended his motion as follows: to approve and submit to the local delegation the local legislation outline for staggered elections. Commissioner Butts accepted the amendment to the motion. Chair Davis called for the vote on the motion to approve and submit the local legislation outline for staggered elections to the local delegation. The motion passed unanimously.

AMENDMENT TO AGENDA

Commissioner Sammy Hall made a motion to amend the Agenda to remove the Executive Session. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the meeting at 8:00 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk

**BALDWIN COUNTY, GEORGIA
FISCAL YEAR 2024
BUDGET RESOLUTION**

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2024 (JANUARY-DECEMBER) FOR EACH FUND OF BALDWIN COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, a Proposed Budget for each of the various Funds of the County has been presented to the Board of Commissioners; and,

WHEREAS, appropriate advertised public hearings have been held on the FY 2024 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and

WHEREAS, the Board of Commissioners has reviewed the Proposed Budget and has made certain amendments to Funding Sources and Appropriations; and

WHEREAS, the Budget for each Fund includes Appropriations for Fiscal Year 2024, incorporates certain levies, assessments, fees and charges to finance these expenditures and lists the Anticipated Funding sources; and

WHEREAS, each of the Funds has a balanced budget, such that Anticipated Funding sources equal Proposed Expenditures; and

NOW, THEREFORE, BE IT RESOLVED that the within and attached Budget Summary and Supplemental Fee Schedule is hereby approved as the Budget for the 2024 Fiscal Year.

BE IT FURTHER RESOLVED that in accordance with O.C.G.A 33-8-8, the proceeds from the tax on insurance premiums estimated to be \$2,190,000 for FY2024, shall be used for the provision of fire protection services to the residents of the unincorporated Baldwin County.

BE IT FURTHER RESOLVED that the Budget shall be adjusted so as to adapt to changing governmental needs during the fiscal year as follows, such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3 (d) (1):

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 with the following exceptions: in the case of insurance reimbursements for vehicle collisions and other equipment losses, the Finance Director and the County Manager are granted authority to allocate funds to the appropriate Department from insurance proceeds and/or from the Risk Management Fund for the replacement or repair of damaged equipment; in the case of donations for specified purposes, the Finance Director and

the County Manager are granted authority to allocate funds to the appropriate Department and from contingency for leave payments that are unanticipated; in the case of end-of-fiscal year adjustments, the Finance Director and the County Manager are granted authority to transfer available appropriations among Departments and to make other adjustments as necessary to ensure that overall expenditures are in agreement with appropriations, as required by the Department of Audits. Reallocation of Appropriations in any Fund among the various accounts within a Department shall require only the approval of the Finance Director and the County Manager.

BE IT FURTHER RESOLVED that in accordance with GASB 54, it will be the County's policy to maintain an adequate General Fund unassigned fund balance to provide liquidity in the event of an economic downturn or natural disaster and the financial standard to maintain for the unassigned fund balance will be 10% of budgeted expenditures.

BE IT FURTHER RESOLVED that temporary tax anticipation notes shall be authorized as needed for general operating expenditures incurred during fiscal year 2024. Such notes shall not exceed \$6,500,000 and shall have a maturity date of December 31st of the calendar year in which the notes are executed. Interest rate proposals shall be requested from full-service financial institutions, including all those located within Baldwin County. This amount is within the legal debt level of Baldwin County for temporary loans, which is 75% (\$15.6 million) of the total amount of taxes collected in the previous year (\$20.8 million).

Emily C. Davis, Chairman

Attest:

Cynthia K. Cunningham, County Clerk

Baldwin County Building Department		
General Administrative		
Residential Plan Review		\$50
Commercial Plan Review		\$150
New Development Fee		\$35
Building Permit Fees		
TOTAL VALUATION	FEE	
\$1 TO \$1,000	\$50	
\$1001 to \$5,000	\$50 for the first \$1,000; plus \$3 for each additional \$1,000 or fraction thereof, including \$5,000	
\$5,001 to \$40,000	\$89 for the first \$5,000; plus \$8 for each additional \$1,000 or fraction thereof, including \$40,000	
\$40,001 to \$100,000	\$369 for the first \$40,000; plus \$6 for each additional \$1,000 or fraction thereof, including \$100,000	
\$100,001 to \$500,000	\$729 for the first \$100,000; plus \$4 for each additional \$1,000 or fraction thereof, including \$500,000	
\$500,001 to \$1,000,000	\$2,333 for the first \$500,000; plus \$2 for each additional \$1,000 or fraction thereof, including \$1,000,000	
\$1,000,001 and over	\$3,331 for the first \$1,000,000; plus \$1 for each additional \$1,000 or fraction thereof	
Electrical, Mechanical, Plumbing Permit Fees		
TOTAL VALUATION	FEE	
\$1 TO \$1,500	\$50	
Over \$1,500	\$50 for the first \$1,500; plus \$2 for each additional \$1,000 or fraction thereof	
Additional Fees - Permits		
Permits	FEE	
Minor Buffer Fee	\$25	
Reinspection Fee	\$25 per reinspection needed	
Land Disturbance	\$40 per acre	
Mobile Home Moving Permit	\$50	
Driveway Permit	\$50	

Baldwin County Ordinances, Section 22-34(b)		
Application Fee		\$25
Occupation Tax		
Number of Employees	FEE	
1—3	\$100.00	
4—9	\$200.00	
10—19	\$350.00	
20—29	\$500.00	
30—39	\$800.00	
40—49	\$1,000.00	
50 or more	\$1,500.00	

Baldwin County Ordinances, Section 6-32 (c)		
Alcohol License		
License Class,Type		FEE
Class A, retail liquor package store;		\$3,000.00
Class B, retail package beer and/or wine;		\$300.00
Class C, retail beer and/or wine by the drink;		\$1,500.00
Class D, retail liquor by the drink;		\$2,000.00
Class E, wholesale liquor;		\$4,000.00
Class F, wholesale beer and/or wine;		\$500.00
Class G, licensed alcoholic beverage caterer;		\$150.00
Class H, license for manufacture of beer.		\$1,000.00
Class I, license for manufacture of wine.		\$1,000.00
Class J, license for manufacture of alcoholic beverages and liquors.		\$4,000.00
Special event on-site Alcohol Consumption		\$100/day
*State License required from Dept of Revenue		

Baldwin County Animal Services		
Fee Description	FEE	
Owner Surrender	\$20.00	
Impound - 1st offense	\$25.00	
Impound - 2nd offense	\$50.00	
Impound - 3rd offense	\$100.00	
Quarantine	\$50.00	

Baldwin County Recreation	
Facilities/Fee Type	FEE
Banquet Room with Kitchen	
Price Per Hour (Minimum 4 hrs)	\$100 Per hour
Price Contract 6 Meetings	\$25 per hour
Security or Application Fee	\$50 per hour
Classrooms	
Price Per Hour (Minimum 4 hrs)	\$25 per hour
Price Contract 6 Meetings	\$20 per hour
Security or Application Fee	\$50 per hour
Gymnasium (Athletic Events Only)	
	\$500 per court per day
Security or Application Fee	\$20 per hour for non-peak events; \$30 per hour for Fri & Sat nights
Collins P Lee Center	
Security or Application Fee	\$25 per hour
	\$50 per hour
Fields	
	\$175 per field
Security or Application Fee	\$50 per hour

Little Fishing Creek Golf Course		
Green Fees	All Day	Twilight
Weekdays	\$12.50	\$10.50
Weekends	\$15.55	\$13.50
Holidays	\$15.50	\$13.50
Cart Fees	9 holes	18 holes
	\$8.00	\$12.00
Trail Fee	\$7.50	\$7.50
Annual Green Fees		
High School & under		\$150.00 Summer
		\$150.00 Schoolyear
Junior Member (< 20 yrs)		\$400.00
Single Member		\$500.00
Family Membership		
1st member		\$500.00
Each additional member		\$225.00
Senior Member (> 50 yrs)		\$400.00

Baldwin County IT/GIS		
Parcel Layer		
Parcel Data (Unique Identifiers only)		\$200.00
Parcel Data (additional data)		\$500.00
Specific Parcel Exteact		\$5.00/parcel
General Layers		
Address Layer		\$500.00
Road Centerline		\$50.00
County Boundary		\$25.00
Voter Districts		\$25.00
Countour Lines (2ft)		\$10.00/acre
Printed Maps		
8.5 x 11 (color)		\$5.00
8.5 x 11 (vector)		FREE
11 x 17 (color)		\$8.00
11 x 17 (vector)		FREE
13 x 19 (color)		\$10.00
13 x 19 (vector)		FREE
24 x 36 (color)		\$20.00
24 x 36 (B/W)		\$15.00
36 x 48 (color)		\$50.00
36 x 48 (B/W)		\$35.00
Cartographic Analysis (1 hr min)		\$115/hr

Baldwin County Sanitation	
Collection and disposal	FEE PER MONTH
1st cart	\$19.10
Addition cart (each)	\$10.60

Water/Sewer Rates		
Residential Water Base Charge		\$16.00
Industrial Water Base Charge		\$36.20
Residential Sewer Base Charge		\$19.00
Industrial Sewer Base Charge		\$36.20
1-5,000 gallons	rate per gallon	0.0045
5,001 - 10,000	rate per gallon	0.00505
10,001 - 20,000	rate per gallon	0.0056
20,001 - 50,000	rate per gallon	0.00615
over 50,000	rate per gallon	0.0067
Water Service Connections		
3/4 " Meter		\$900.00
1 " Meter		\$1,800.00
2 " Meter		\$3,000.00
3 " Meter and Larger		TBD after application
Sewer connections		TBD after application
Residential Service Deposit		\$70.00
Non-refundable application fee		\$5.00
Account transfer fee		\$30.00
Returned Check Fee		\$35.00
Late Fee (after due date)		\$3.00
Non-payment fee		\$50.00
Service call		\$15.00

Baldwin County Fire and Rescue		
Building Plan Review <10,000 sq. ft.		\$150.00
Building Plan Review >10,000 sq. ft.		\$0.015 per sq. ft.
Sprinkler Plan Review		\$100.00 + .50 per head
Fire Alarm Plan Review		\$100.00 + .50 per device
Commercial Hood System Plan Review		\$100.00
Hood System Plan Review		\$100.00
Hazmat Plan Review		\$150.00
Explosives Plan Review (more than 500 pounds)		\$100.00
Explosives License (purchase, store, sale, use, transport)		
500 pounds or less		\$75.00
More than 500 pounds		\$150.00
Manufacture of Explosives		\$150.00
Fireworks Manufacture, Storage or Transport		\$1,500.00
Liquid Petroleum Gas		
2000 gallons or less		\$150.00
More than 2000 gallons		\$600.00
Self Service Station Permit		\$150.00
Compressed Natural Gas		\$150.00
Anhydrous Ammonia Permit		\$150.00
Certificate of Occupancy		\$100.00
Temporary Certificate of Occupancy		\$50.00
Personal Care Home Permit:		
Small		\$100.00
Large (+7)		\$200.00
Inspections:		
Yearly Inspection, New Business License Inspection or		
Final Construction Inspection		No Charge
1 st Follow-up Inspection		No Charge
2 nd Follow-up Inspection		\$50.00
3 rd and subsequent Inspections		\$100.00



Overnight town Handbook



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INTRODUCTION

This handbook is prepared to assist overnight host communities in their preparation for the Bicycle Ride Across Georgia (BRAG). Special tips are also provided for the starting and ending cities.

This book doesn't have all the answers, but it does contain a number of helpful guidelines and tips for hosting a successful visit. Valuable insights can also be gained by talking with local residents who have participated in past BRAG events.

Because no two communities are the same, and each has something unique to offer, there is no right or wrong way to host the ride. We suggest that, after reading this handbook, you contact communities that have hosted the ride previously for specific ideas. Past year's chairpersons are listed in this handbook.

We thank you for hosting BRAG and know your town will help us make BRAG an especially memorable ride across Georgia as a tribute to the many who have biked the state in the past and to those who will pedal the roads of Georgia in the future.

A BRIEF HISTORY

The Bicycle Ride Across Georgia is a not-for-profit dedicated to providing affordable, quality bicycle tours in and across the state of Georgia. BRAG began in 1980 and is the second oldest across-state bicycle tour in the world and attracts riders from across the United States. It has covered thousands of miles and touched hundreds of towns through the years. Along the routes, Georgia residents open up their towns and communities to participants, making for a truly memorable experience. The fellowship and spirit that comes along with all of BRAG's rides keeps many riders coming back year after year. BRAG is a bicycle ride, not a race. It's about the journey.

BRAG supports charitable causes and the BRAG Dream Team.



HOW THE RIDE WORKS

BRAG is a seven day cycling adventure that tours the beautiful geography and towns of Georgia. The ride begins on Saturday when riders arrive and register in the start town. Riders cycle through towns for three days until they reach the layover town. We spend two nights in the layover town and riders have the option to ride a century (100 miles) on the layover day. From there cyclists travel for three more days until we end on the following Saturday.

Each rider (and non-rider) pays a fee to participate in BRAG. The fee includes:

- Indoor and outdoor camping
- Rest stops every 15 - 20 miles (with hydration, nutrition, porta-potties)
- Hot showers at the overnight sight and shower trucks
- SAG (Support and Gear) service on the route to assist with issues
- Baggage transportation to the overnight campsites
- Ride Guide with all pertinent information, maps, and cue sheets
- BRAG identification tags, wristbands, and luggage tags
- A well laid out route with marked roads, signed turns and police at areas of interest.
- GPS Turn by Turn directions of the route
- Coordination with local law enforcement authorities, county sheriffs, the Georgia Department of Transportation and County engineers.
- Coordination with each town
- End-Of-The-Road Meal/party
- Medals for kids 15 and under/seniors 65 and older

BRAG works in conjunction with each town to organize and coordinate the ride. BRAG provides the staff, infrastructure, printed materials, shower trucks, portalets, venue rental fee, SAG support to riders, rest stops, baggage trucks, insurance, route signage, GPS directions, participant communications, setup, break down, etc.

We ask that the towns support BRAG with shuttles to get people to and from the hotels and the venue, and around town to restaurants and anywhere else you would like the riders to patronize. We also ask for the towns support in the form of police assistance getting into and out of your town. And lastly, we ask that the town provide the entertainment/concert.



A TYPICAL DAY

Riders will begin to arrive in your city at approximately 11am and trickle in until approximately 2pm. When riders arrive it is critical that law enforcement be present at any dangerous areas or areas of interest. As riders arrive in town, it is a warm welcome if there is a spirit squad (cheer leaders, booster club, community group) welcoming them into town. Once riders get to the overnight venue, they will want to shower and then setup their tent/camping area.

In the afternoon we will have various activities for the riders such as yoga, educational classes, massages, games, etc. at the overnight location. We would like to include an experience of your town led by community members. If there is an activity(s) in your town that visitors like to partake in, we would like to give our riders an opportunity to participate. Also if there are experiences unique to your town we would like to showcase them. For example, while staying in Milledgeville, riders could pay to take a trolley tour of the old State Mental Hospital.

In the evening we will work with the overnight town to coordinate an activity/concert downtown. Oftentimes towns can parlay this into an existing event such as a summer concert series, downtown festival, or other existing programming. Most times this evening activity consists of a concert in the downtown area or on the grounds of the venue where BRAG will be staying.

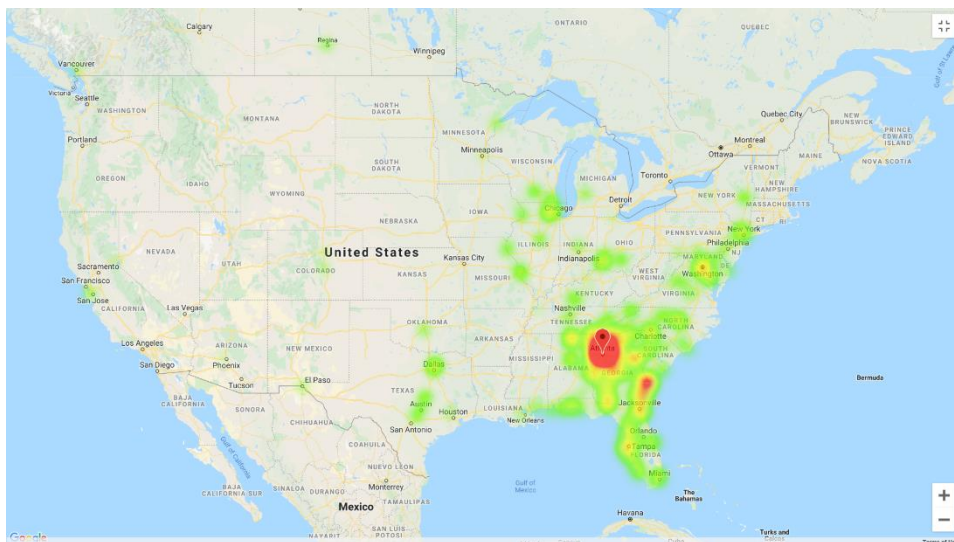
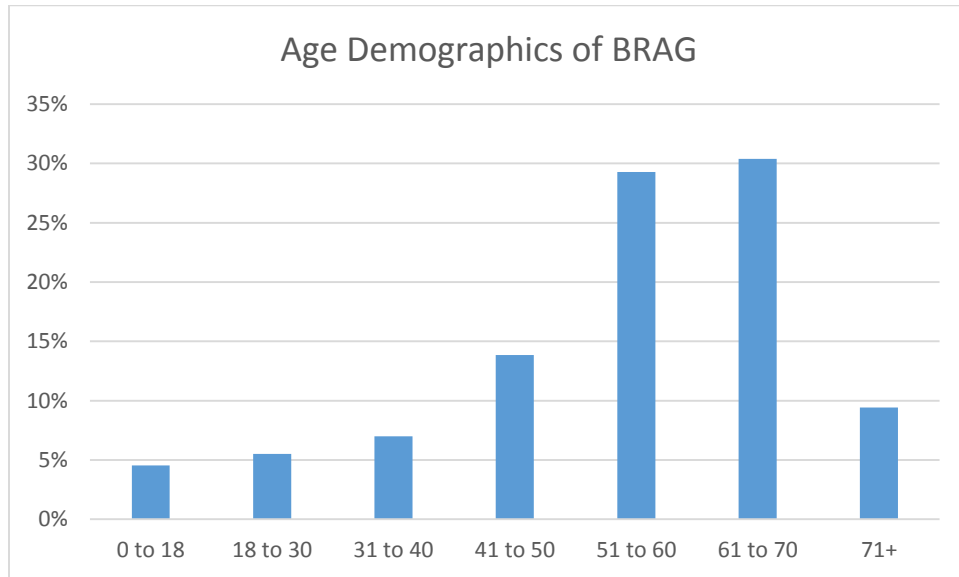
It is important to note that BRAG welcomes the community to participate in this evening concert. We like to mix and mingle with the local community. This will enforce the image of your town in the minds of the cyclists and put a name with the face that motorist pass while driving on the road.

After the concert, everyone is off to bed, as there is a big day of cycling the following morning. At 7am the next day, there is a mass start with police escort out of town. By 8am most of our infrastructure is gone from town. By 10pm you'll never know we were there.



THE RIDERS

In 2020, our 41st anniversary, we will be traveling with approximately 1,200 riders. Riders come from all over the state of Georgia, the United States, and we also have several international riders. The demographic is a mix of professionals, families, and retirees. Our average age is 51.



Benefit to Your City

There are 3 components to hosting a BRAG ride that will benefit your municipality.

1. ECONOMIC

The first and most immediate is the economic impact. Based on our research the average rider spends \$75 per day on BRAG. This is spread around town on everything from food and hotels to entertainment and shopping. The largest benefactor is hotels, B&B's, restaurants and food vendors. Depending on the size of the town, shuttle routes, and offerings, every eatery we publish in the ride guide will have at least an hour wait to get a table. This economic engine produces tax receipts, hotel/motel tax, and revenue to your member businesses.

2. RETURN TOURISM

Your municipality will also benefit from recurring visitors. If the riders enjoyed their stay while on BRAG and your town stands out in their minds, they are likely to return on vacation, while traveling, or on a separate cycling trip. These recurring visits produce additional hotel/motel tax, and gets people spending money in your town at a later date.

3. EXPOSURE

The third benefit to your town is the branding and exposure your town receives. This is a long-term benefit and can best be described in two examples. We hosted our Spring Tune-Up ride in Madison Georgia. Years later when chatting with the Visitors Center, they exclaimed they have had 11 separate BRAG riders who have come into the office to let them know they had recently moved to Madison. Our Georgia Bike Fest was hosted in Columbus Georgia. When recently chatting with a developer there it was discovered that a BRAG rider and his wife recently purchased the most expensive unit in the newest river front development. This was purchased as their second home at a sale price of just over 1.2 million.

While there are many benefits to hosting BRAG, however, we frequently find you get out what you put in. It does not go unnoticed when a town really rolls out the red carpet and is warm and welcoming. Riders are appreciative of welcoming towns and the benefits come back around to the community.

Promotional Media & Logos

Please coordinate with our Marketing Manager for access to high-resolution logos, promotional photography, and best practices:

Stephanie Nowlin

804-512-3115 | stephanie@brag.org

Committee Suggestions

While organizing BRAG is a large task, we work with you hand in hand to make sure everything comes together. We suggest forming a committee or delegating certain tasks to members of the community/town to help share the load. These are just suggestions. Different towns do it different ways. Some of these functions can be performed by the same person.

- I. CHAIRPERSON - Usually the Chamber of Commerce Tourism Director, CVB Executive, DDA Director, or Mainstreet Director.
- II. VENUE - Usually the college public affairs officer, the high school principal, or the athletic director and his or her staff. This committee includes janitorial and clean-up.
- III. SECURITY & TRAFFIC CONTROL - Usually the Police Chief or his/her designate.
- IV. PUBLICITY
- V. HOSPITALITY/INFORMATION/
WELCOME TENT
- VI. TRANSPORTATION
Shuttle buses to downtown,
motels, and attractions.
- VII. ENTERTAINMENT
- VIII. EMERGENCY MEDICAL SERVICES /
EMERGENCY MANAGEMENT AGENCY
(CivilDefense) - in case of a tornado
or hurricane.





Route

The route is decided upon by BRAG, the City, the County, law enforcement and/or any other entity that would like to have input.

Safety is the first and largest consideration when planning a route. We prefer to travel on low traffic, low speed roads with relatively few hazards. We realize this is not always possible, however, selecting a safe route is important. Backroads and quieter state and county routes are always preferred.

- Avoid anything more than 2 lane roads
- Avoid high traffic stretches of road and intersections
- Avoid high speed limit roads, >45 miles per hour
- Avoid areas with poor road conditions and hazards
- Avoid areas known to give cyclist trouble

Starting and Ending Points While we have latitude when planning the route, our starting and ending points are less flexible. We need to start and end the routes at the provided locations. While there may be areas of concern entering and leaving larger cities, we can take extra precautions with signage and a volunteer and police presence if needed.

Scenic Routes should tour the beauty and scenic sections of the area we will be traveling through. Each part of the state is unique and has its own character which should be showcased in the route.

Rest Stops Please identify potential rest stops. Rest stops should be placed every 12 – 18 miles. Potential rest stops include parks, community centers, churches, fire stations, and bicycle friendly businesses. Rest stops need to have access to a water spigot with potable water, shade in the form of a pavilion is preferred but not required, and it would preferably be on the route or within a short distance. Also, it is best to have a rest stop on the side of the road as cyclists are riding and avoid having them turn across traffic.

Length The preferred length is between 45 – 60 miles. Some routes may require longer distances. However, any shorter distance should be at least 45 miles.

Points of Interest If there are points of interest that riders would benefit from seeing, effort should be made to have the route go by the POI. This should only be done if it does not sacrifice safety. Interesting POI's include state parks, museums, towns, interesting businesses, farms, lakes, etc.

We like to have a preliminary route by January 1 to share with cyclists to give them a general idea of mileage and elevation. **Please provide any input prior to December** so we can have ample time to drive and coordinate route options. This is a preliminary route which is subject to change so do not worry if it is not perfect. There is no perfect route.

Safety

On Route

While on the route we have several safety features in place. We notify all municipalities with law enforcement we travel through of our route. This gives them the opportunity to suggest edits to the route or provide safety on the route while cyclists are riding. We also notify Georgia Emergency Management of our route and overnight locations.

We ask that the town provide law enforcement at places of interest/concern for our participants coming into and leaving town. We can work with law enforcement and the committee in town to help identify these spots.

While on the route we have SAG (support and gear) drivers driving up and down the route to ensure riders do not need assistance. The drivers are equipped with bike pumps, tools, first aid, AED machines (not all), incident reports, sun screen, water, etc.

Participants are provided with a phone number to call in case there is an issue on the route and they need immediate SAG support. Riders are encouraged to call 911 if there is an emergency. Rest Stops are every 12 – 18 miles and equipped with tools, bike pumps, hydration, nutrition, ice, first aid kits, communication devices, and a hand-sanitizing station.

On Site

Riders are for the most part self-sufficient. Incidents we have had have come from locals who were not excited about our presence in town rather than from cyclists. We travel with an off duty Bibb County sheriff's deputy who is onsite and can handle most situations that do come up.

We also ask that local law enforcement be made aware of our presence and arrange for on duty officers to make patrols by our location while we are in town. A lot of the bicycles ridden by our participants can be in the thousands of dollars. This can serve as temptation for misguided individuals.

We have a mass texting service where we can immediately text all participants of upcoming weather events, route modifications, or other pertinent safety information.

We will work with you to devise a safety plan in the event of inclement weather. This usually includes a plan to bring everyone indoors in the event of a tornado or thunder storm.



Venue

Selecting a venue is one of the most important parts of Big BRAG. A Venue serves as base camp for all the riders where they can rest up for the following day's ride. It is where the BRAG registration tent is and where people go to get questions answered. Venues that typically work best are Colleges, Recreation Centers, Parks (with indoor space), High Schools, etc. We can get creative if need be.

Indoor Camping Space - We need to house ~500 campers indoors. Participants bring their own air mattresses, sleeping bags, pillows etc. All we need is the physical space for them to lie down. Areas that work well are gymnasiums, basketball courts, cafeterias, auditoriums, open rooms, hallways, etc.

Outdoor Camping Space - We need space for ~75 tents for our first class BRAG participants and an additional space for approximately 200 tents. A soccer field, football field, or large flat grassy area works well for this.

Registration - We set up a registration tent (the large red tent in the pictures) where we answer questions, troubleshoot, sell merchandise, etc. The tent we use is 52 foot in diameter and requires 6x 30 inch stakes. It is preferable to set this up on a grassy area where we can drive the stakes, however in a serious pinch water barrels can be employed.

Vendor Area - We setup a vendor area for our bicycle mechanic, coffee vendor, food vendors, and town hospitality tent. An open parking lot or large grassy area works well for this.

Town Hospitality Tent - It is useful to have representatives from town onsite to answer specific local questions about food, laundry, shuttles, things to do, etc.

Classroom Space - We need approximately 5 classrooms; one for yoga, an educational class, masseuses, SAG drivers, and a nightly devotional. These spaces can be flexible and we can combine or use alternative spaces if needed.

Shower Trucks - We would bring in two shower trucks for participants to get showered. These trucks need access to a fire hydrant and grey water drainage. Please advise if there are local codes that govern the use of water or disposal of greywater in storm drains.

Baggage Truck, Trailer, and Shuttle Bus parking - We need space for a full-sized school bus, 2 30-ft U-hauls, and a 30 ft trailer. It is preferable for one baggage truck to be close to outdoor camping, one to be close to indoor camping, and for the trailer to be close to registration.

Custodial - We would work/contract with your custodial provider to ensure that the campus is left in the condition we found it in. We also have a sweep team that will go through and search for lost and found items, straighten up, etc.

Portalets - We would bring in portalets to supplement your indoor plumbing but would also need access to the indoor restrooms. We would place portalets around campus at locations you deem appropriate.

Trash - We would like to use the onsite garbage dumpsters. Due to the limited stay and everyone traveling light, there is not as much garbage collected as one would think. Please make sure there are adequate trash receptacles throughout the venue. Our riders will use them if they are available.

Parking - Most everyone is on bikes, but there are some parking needs between staff, vendors, infrastructure and RV's. We need to designate on the site map an area for car parking and an area for RV parking. Preferably the RV parking would not be close to the outdoor camping area.

Site Map - We will work with you to develop a site map that will be provided to participants and dictate the layout and where infrastructure goes when we arrive.

Venue Checklist

Please see below reminders to check before we arrive.

- ☐ Ensure sprinklers are turned off so outdoor campers do not get wet.
- ☐ Make sure someone from BRAG knows how to turn off the lights in the indoor camping areas.
- ☐ Please provide a maintenance contact person who can help resolve issues that arise with lights, doors, access, etc.
- ☐ Please provide a wifi password if there is one.
- ☐ Ensure all doors are locked that are supposed to be locked and all doors that are supposed to be unlocked are unlocked.
- ☐ Ensure no one will park in the areas we need to utilize for the ride the evening before BRAG arrives.

Hotel/Motel

Around 200 people/100 rooms are typically booked for BRAG in each overnight town. We will work with you to identify the two to three best hotels to reserve block pricing at. We like to offer participants with a low cost option as well as a nicer/higher priced option.

Please provide the two to three best hotels you believe will be a good fit for our riders based on location and proximity to the overnight venue. Please keep in mind we ask that the town to provide a shuttle to these hotels from ~noon to 9:00pm on the day of our arrival and from 5:30am to 7:30am on the morning of our departure.

We will reach out to the provided hotels and negotiate a group offering that we can give to our participants. We will list the "BRAG Hotels" on the website and provide a link to book. We routinely tell people that the only hotels we service via shuttle are the hotels listed on the website.



Food and Beverage

BRAG likes to patronize local restaurants and eateries as much as possible. This is why it is important to have a shuttle that can get riders from the overnight venue to the downtown area/area with restaurants.

While we send as many participants downtown as possible, please note we must also provide a food option onsite as some people do not leave the overnight venue once they arrive. This can be a variety of reasons including medical, sickness, exhaustion, a desire to have a calm night etc. For these people we have to provide an onsite lunch, dinner and breakfast option.

Most people will prefer to eat something onsite for lunch and venture into town for dinner. Please provide recommendations for food vendors who can serve food at the overnight site.

A good mix of food vendors is included in the list below. There are also some examples of potential food offerings. This is merely a guideline and your specific town may have different offerings or vendors.

- Concession stand – Offering items on the day of arrival from 12pm on the day of arrival to 9pm.
 - Snacks, hamburgers, hot dogs, chips, drinks, etc.
- Hearty vendor – Offering lunch 12:00pm – 3:00pm and dinner 5:30pm – 8:00pm on site
 - Burritos, spaghetti plates, pasta plates, meat & three,
- Healthy vendor - Offering lunch 12pm–3pm & dinner 5:30pm–8pm on-site
 - Chicken salad, salads, sandwiches, vegetables and other healthy options
- Specialty - Offering lunch 12pm–3pm and dinner 5:30pm–8pm on-site
 - Local cuisine, gourmet offerings, made fresh, farm to table, etc.
- Breakfast – Offering breakfast on the day of departure from 5:30am–7:30am
 - Breakfast items, oatmeal, pancakes, Yogurt parfait (no coffee we have an exclusive coffee vendor)

Each town is different and depending on downtown options, we may rely more heavily or not as heavily on on-site vendors. However, a minimum of one on-site vendor is needed for each meal time.

Note: An extra 1000 people descending upon downtown all at once can be overwhelming to the businesses there. We have found it most beneficial to local restaurants when they've had plenty of notice that there will potentially be hundreds of extra customers when BRAG is in town so that they can be prepared with staff, food, menu adjustments, and supplies. Chamber of Commerce or other leadership should give ample notice to all downtown establishments.

Shuttles

Shuttles are vitally important to BRAG and each overnight town. Riders need to get to hotels as well as restaurants and areas where participants can get the services they need and generate revenue for the town.

Shuttles will typically service the hotels chosen in conjunction with each town, the downtown area with access to restaurants, and any other desirable location you would like to send riders to (ie; Wal-Mart, shopping district, activities, entertainment).

Shuttle schedules vary from town to town as each town has unique needs. Typically, 2 full sized school buses are adequate to get riders around town. These buses can run the same route or differing routes. A typical schedule looks like this:

Day of Arrival:

Shuttle A: Picking up from venue every ½ hour from 12:00pm – 9:00pm visiting Downtown and Wal-Mart

Shuttle B: Picking up from the venue every ½ hour going to the hotels and downtown

Day of Departure:

Shuttle A: Picking up from the hotel at 5:30am, 6:00am, 6:30am, 7:00am and 7:30am



Entertainment

We work in conjunction with each town to provide entertainment, typically in the form of a concert, each evening.

Past performers that have worked well have included:

- Tribute ABB, Allman Brothers Tribute Band, Rod Gunter rodgunther@me.com 404-449-3702
- The Darnell Boys, Americana, Austin Darnell chubbs4@gmail.com
- Hughes Taylor Band, Americana/rock, Hughes Taylor thehughestaylor@gmail.com
- AJ Ghent, Soul & Rock, <https://www.ajghent.com/> Matt@empireagency.com
- The Threadbare Skivvies , Americana - thethreadbareskivvies@gmail.com

For sound, lighting and engineer:

Chris Chambers

706.244.4385 qdirtyvegas@ymail.com



Alcohol

It is important to keep in mind that all the cyclists on BRAG are on vacation. While this is not a heavy drinking crowd, we would prefer alcohol be available to those who would like to partake at the entertainment for the evening.

BRAG can obtain permits in order to sell alcohol. If the town or a civic organization from town would like to sell alcohol that is perfectly fine as well so long as it is available.

The process to apply for an alcohol permit is as follows:

- BRAG obtains a letter from the local municipality (county, city, mayor's office, city manager, CVB, or governing authority) which states:
 - BRAG is allowed to sell alcohol in the municipality
 - The date of sale
 - The type of alcohol (Wine & Beer)
 - The address where it is to be served
- Depending on your local laws there may be a permitting process for this approval letter. This is on a town by town basis.
- Once BRAG receives the local permit or letter of approval we submit documents to the state:
 - Local letter of approval / local permit
 - Secure and verifiable documents (passport, license, etc.)
 - IRS Proof of non-profit status
 - GA Alcohol Affidavit
- After approximately 2 weeks, the state will issue BRAG a permit.
- BRAG then contacts local distributors legally permitted by the state to distribute alcohol and places an order.
- On the day of the event the distributor will deliver said alcohol to the site of sale.
- BRAG is responsible for selling the alcohol to participants 21 years of age or older, posting all applicable signs, and complying with all local and state laws.

Insurance & Release of Liability

At its own expense, BRAG purchases an insurance policy and can cover whomever request to be included as an additional insured, in this policy. This policy is typically a one million per occurrence and two million in aggregate. These limits can be adjusted to meet venue policies.

BRAG also provides and requires a waiver and release of liability from all participants. This legally binding document can protect BRAG and related parties from liability and risk in some circumstances. For a copy of this document please email franklin@brag.org.

Timeline

- Fall – Winter of previous year – Meet with towns, discuss potential of BRAG coming for an overnight visit, visit venues.
- December first – Towns commit to hosting BRAG.
- December first week – towns submit any suggestions for routes, areas to use or avoid
- December first week – towns submit hotels for BRAG participants to use, BRAG sets up a room block and link to give to participants.
- December last three weeks – BRAG drives route based on suggestions of cyclists, towns, law enforcement, cycling groups, and its own experience to come up with a preliminary route. At any time if you have concerns over the route or safety concerns the route can be amended.
- January 1 – BRAG announces overnight towns and the route.
- January second week – BRAG sends press release for dissemination to community and local news outlets.
- January last week – BRAG visits town with a full committee to discuss details.
- February – Complete contractual agreement with the venue
- February – Confirm entertainment details, performers, location, alcohol sales, etc.
- March First week - BRAG visits town and venues again to finalize maps and discuss outstanding details and answer any questions in person.
- March Second week – Towns provide a listing of entities to be included as additional insured, name, address, phone, email.
- April last week – Confirm food vendors to serve on site as well as food options in and around town for inclusion in the Ride Guide.
- April last week – Confirm shuttle routes and times for inclusion in the Ride Guide.
- May first – All details for Ride Guide are to be submitted to BRAG for inclusion in Ride Guide.
- May 10 – Draft of Ride Guide sent out to all interested parties for review.
- May 15 – Ride Guide sent to print, only electronic changes may be made past this point.
- May Third week – Routes are marked for participants
- June First week – Ride begins
- June Third week – Post ride wrap up call

OVERNIGHT VENUE CHECKLIST

- ☐ Please provide custodial contact during the event:_____
- ☐ Please provide maintenance contact information so we may troubleshoot issues that may arise (locked doors, sprinklers, lights, etc):_____
- ☐ Please ensure that lights in sleeping areas are turned off at 10:00pm and on at 6:00am or instruct BRAG personnel on how to operate the lights
- ☐ Please ensure that any outdoor lights in the field areas are turned off during our visit
- ☐ Please ensure outdoor sprinklers are turned off for the duration of our visit
- ☐ Please ensure that the climate control is working properly and set to cool for the duration of our visit
- ☐ Please ensure there is available class room space for yoga, a volunteer sleeping area, massage therapist, and educational classes on cycling safety.
 - o Classroom # or space for yoga:_____
 - o Classroom # or space for masseuse:_____
 - o Classroom # or space for volunteer sleeping_____
 - o Classroom # or space for educational class_____
- ☐ If Available please provide a wifi password for participants to use:_____
- ☐ Please ensure all available trash receptacles are in place and available for use
- ☐ Please ensure all spaces BRAG participants are not allowed to use or permitted entrance are closed and locked.
- ☐ Please ensure that restrooms and showers are in working order prior to our arrival including shower curtains
- ☐ Please ensure gates and doors to areas BRAG does need access to are unlocked prior to our arrival.

November 16, 2021

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
QA Compliance Manager
Office of Procurement

RE: Adoption of GDOT Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services

Baldwin County will adopt the Georgia Department of Transportation Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The City/County has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. Baldwin County agrees to and acknowledges the following:

1. City/County agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Please provide a list of names of all involved in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements:

Carlos Tobar, County Manager

Brian Wood, County Engineer

2. Personnel listed of Baldwin County involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. Baldwin County understands that only the above listed personnel have been certified to participate in in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.

4. Baldwin County is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
 - a. Solicitation process
 - b. Evaluation Factors
 - c. Non-Qualification Evaluation Factors
 - d. Evaluation, Ranking and Selection
 - e. Negotiation
5. Baldwin County acknowledges and agrees to adhere to the below additional procurement requirements:
 - a. Common Grant Rule 49 CFR Part 18
 - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
 - c. Suspension and Debarment
 - d. Compliance with Title VI
 - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
6. Baldwin County has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signatures below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policy for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

(affix signatures and seal)

Henry R. Craig, Chairman
November 16, 2021

EXHIBIT A**PURCHASE AND SALE AGREEMENT****A. PURCHASE AND SALE**

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

0.20± Acres on Horace Veal Road, Milledgeville, Georgia 31061 and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price of said property shall be \$2,000.00 (Two Thousand and no/100) to be paid as follows:

By bank wire transfer of immediately available funds.

C. REAL ESTATE BROKER/COMMISSION

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

D. WARRANTY OF TITLE

Seller warrants that they presently have title to said property, and at the time of closing, Seller agrees to convey good and marketable title to said property to Purchaser by a Limited Warranty Deed subject to (1) Easements, plats, covenants, restrictions, right-of-way deeds, agreements, and/or

reservations of record, including any declaration of covenants related to a Homeowner's Association or Property Owner's Association; and (2) Any laws, regulations, or ordinances (including but not limited to zoning, building, and environmental matters) as to the use, occupancy, subdivision, or improvement of the Property adopted or imposed by any governmental agency.

E. LEASES/SERVICE CONTRACTS

Seller represents to Purchaser that there are no management, service or other contracts that affect the Property, Seller represents that there are no leases in effect on the Property.

F. DESTRUCTION OF PREMISES

Seller warrants that at the time of closing the premises will be in substantially the same condition as it is on the date this Agreement is signed by the Seller. However, should the premises be destroyed or substantially damaged before time of closing, then at the election of the Purchaser: (a) the Agreement may be canceled, or (b) Purchaser may consummate the Agreement and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by Seller of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss. If Purchaser has not been so notified within ten (10) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel the Agreement.

G. RESPONSIBILITY TO COOPERATE

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

H. TIME IS OF THE ESSENCE.

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

I. ASSIGNMENT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. This Agreement may not be assigned by Purchaser in whole, or in part without the written consent of the Seller.

J. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this

agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Property.

K. COUNTERPARTS

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

L. SURVIVAL OF AGREEMENT

It is the intent of the parties hereto and as part consideration of this sale that the terms and conditions contained herein shall survive the closing and shall not merge with the delivery of the Limited Warranty Deed.

M. WAIVER

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

N. DEFAULT

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

intentional acts or omissions, then Purchaser may terminate the Agreement and pursue an action for actual damages against Seller for proven out of pocket costs.

O. ENVIRONMENTAL REPRESENTATION

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

NONE

P. INTEGRATION; MODIFICATION

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

Q. APPLICABLE LAW AND VENUE

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

R. LIKE-KIND EXCHANGE

Purchaser and Seller agree to cooperate with each other so that Seller may dispose of the Property and/or Purchaser may acquire the Property in a transaction intended to qualify in whole or in part as a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In order to implement such exchange, Seller, may upon written notice to Purchaser assign its rights, but not its obligations, under this Contract to a third party designated by Seller to act as a qualified intermediary (as such phrase is defined in applicable Internal Revenue Service regulations), and Purchaser agrees to make all payments due hereunder to or as may be directed by such intermediary and to execute such instruments as Seller may reasonably request in connection therewith; provided, however, that neither Purchaser nor Seller shall be required to incur any additional expense or liability (other than to de minimis extent) as a result of cooperating with the other party's tax-free exchange.

S. COUNSEL

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

T. SPECIAL STIPULATIONS

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

1. Closing shall occur on or before January 31, 2024, at the offices of Smith Welch Webb & White, LLC, 2200 Keys Ferry Court, McDonough, Georgia 30253
2. Property Taxes shall be prorated between the Seller and Purchaser as of the date of closing.
3. Purchaser shall pay for Owners Title Insurance Premium at Closing.
4. Closing Costs consisting of the following but not limited to: Settlement or Closing Fees, Transfer Tax, Title Search, Recording Fees, Courier Fees and Post Closing Fees shall be paid by the Purchaser at closing.
5. Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Seller shall pay such Title Curative Fees.

[SIGNATURES ON FOLLOWING PAGE]

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

SELLER:

JOHN WESLEY TANNER

Date of Execution:_____

ROBIN EARL TANNER

Date of Execution:_____

PURCHASER:

BALDWIN COUNTY, GEORGIA

By:_____

Name:

Title:

Date of Execution:_____

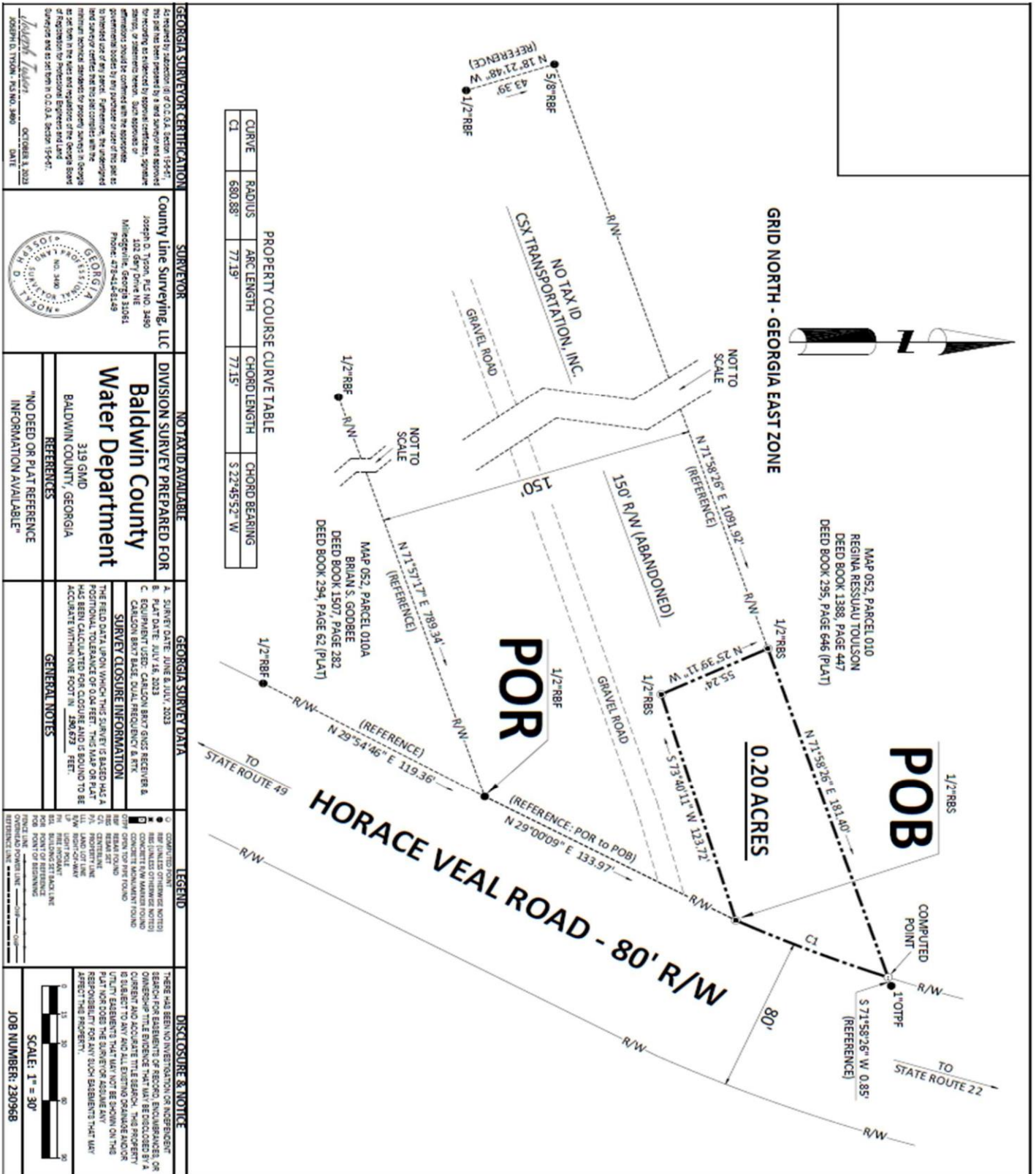
By:_____

Name:

Title:

Date of Execution:_____

EXHIBIT "A"



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

WITNESSETH:

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

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

WHEREAS, the Board of Commissioners of Baldwin County, Georgia (“the Board of Commissioners”) has determined that a true and real need exists for the acquisition of real property to which a water pump station can be moved and on which the water pump station can be maintained;

WHEREAS, the County’s employees, agents, or both, have identified real property appropriate, sufficient, and necessary, to which a water pump station can be moved and on which the water pump station can be maintained;

WHEREAS, for purposes of this Resolution, **the particular property that the County has determined it is necessary to acquire is 0.20± Acres on Horace Veal Road, Milledgeville, Georgia 31061**, bearing tax parcel identification number 036 059A, according to the records of the Baldwin County Tax Assessor – being more particularly described in that certain Purchase and Sale Agreement attached hereto and incorporated by reference herein as Exhibit “A” (the “Property”);

WHEREAS, good-faith negotiations with the Property’s owners have resulted in the drafting of the Purchase and Sale Agreement (“Agreement to Purchase Property”) reflected in Exhibit “A”;

WHEREAS, the Board of Commissioners has determined that the execution and entering into the Agreement to Purchase Property and subsequent purchase of the Property is in the best interest of the citizens of the County;

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

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are

incorporated as though fully set forth herein.

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

SO RESOLVED, this ____ day of December, 2023.

BALDWIN COUNTY, GEORGIA

Honorable Emily C. Davis
Chair, Baldwin County Board of Commissioners

ATTEST:

Cynthia K. Cunningham
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

Baldwin County Board of Elections

Local Legislation Outline

- I. Composition of Initial Board
 - a. The Board will be composed of five (5) members, each of whom shall be an elector and resident of Baldwin County.
 - b. The five current members of the Baldwin County Board of Registrars shall be appointed as the initial members of the newly formed Baldwin County Board of Elections.
 - c. No person holding elective public office shall be eligible to serve as a member during the term of such elective office and the position shall be deemed open upon such member qualifying as a candidate for elective public office.
 - d. No elected official's immediate family members shall be eligible to serve as a member during the term of such elective office.
 - i. Immediate Family to be defined to include: Spouse, sibling, child, parent, grandparent, grandchild by blood or marriage.
 - ii. This prohibition would not apply to the initial members of the Board of Elections; once their initial terms end, this prohibition would then apply.

- II. The board shall be authorized to organize itself, determine its procedural rules and regulations, adopt bylaws, specify the functions and duties of its employees, and otherwise take such action as is appropriate to the management of the affairs committed to its supervision; provided, however, no such action shall conflict with state law.

- III. Actions and decisions by the board shall be by majority vote of the members of the board.

- IV. Staggered Elections
 - a. 2 of the initial members will serve an initial 4-year term (2025-2028), followed by subsequent 4-year terms thereafter.
 - b. 3 of the initial members will serve an initial 6-year term (2025-2030), followed by subsequent 4-year terms thereafter.
 - c. Which initial members serve a 4 or 6-year term will be based on a random draw to be conducted by the Chair of the Board of Commissioners. Each current member will be assigned a random number and the first two names drawn will serve an initial 4-year term. The last 3 names drawn will serve an initial 6-year term.

V. Appointment of Successor Members of Board of Elections

i. For the 2 members whose initial term ends in 2028:

1. One Member will be appointed by December 31 as follows:

a. By August 31, the political party whose candidate received the largest number of votes in this state for governor at the last preceding general election shall nominate no less than 3, but no more than 5 candidates.

i. From that list of nominations, 1 member shall be appointed by a majority vote of the Baldwin County Board of Commissioners.

ii. If no appointment is made from the list of nominees by the second October meeting of the Baldwin County Board of Commissioners, the political party shall nominate no less than 3, but no more than 5 new candidates by November 15.

iii. If the political party fails to submit their nominations by either respective deadline, the position shall be appointed by a majority vote of the Baldwin County Board of Commissioners.

2. One member will be appointed by December 31 as follows:

a. By August 31, the political party whose candidate received the next largest number of votes in this state for governor at the last preceding general election shall nominate no less than 3, but no more than 5 candidates.

i. From that list of nominations, 1 member will be appointed by a majority vote of the Baldwin County Board of Commissioners.

ii. If no appointment is made from the list of nominees by the second October meeting of the Baldwin County Board of Commissioners, the political party shall nominate no less than 3, but no more than 5 new candidates by November 15.

- iii. If the political party fails to submit their nominations by either respective deadline, the position will be appointed by a majority vote of the Baldwin County Board of Commissioners.
- ii. For the 3 initial members whose initial term ends in 2030:
 - 1. One Member will be appointed by December 31 as follows:
 - a. By August 31, the political party whose candidate received the largest number of votes in this state for governor at the last preceding general election shall nominate no less than 3, but no more than 5 candidates.
 - i. From that list of nominations, 1 member will be appointed by a majority vote of the Baldwin County Board of Commissioners.
 - ii. If no appointment is made from the list of nominees by the second October meeting of the Baldwin County Board of Commissioners, the political party shall nominate no less than 3, but no more than 5 new candidates by November 15.
 - iii. If the political party fails to submit their nominations by either respective deadline, the position will be appointed by a majority vote of the Baldwin County Board of Commissioners.
 - 2. One Member will be appointed by December 31 as follows:
 - a. By August 31, the political party whose candidate received the next largest number of votes in this state for governor at the last preceding general election shall nominate no less than 3, but no more than 5 candidates.
 - i. From that list of nominations, 1 member will be appointed by a majority vote of the Baldwin County Board of Commissioners.
 - ii. If no appointment is made from the list of nominees by the second October meeting of the Baldwin County Board of

Commissioners, the political party shall nominate no less than 3, but no more than 5 new candidates by November 15.

- iii. If the political party fails to submit their nominations by either respective deadline, the position will be appointed by a majority vote of the Baldwin County Board of Commissioners.

- 3. One (1) member is appointed by December 31 by the Baldwin County Board of Commissioners (a majority vote).

VI. Removal / Vacancies of Members of Board of Elections

- i. Members shall be subject to removal from the board at any time, for cause, after notice and hearing, by the appointing authority (a majority vote of the Baldwin County Board of Commissioners).
 - 1. Any member who does not meet the training requirements or any other requirements imposed by law will be removed by operation of law.
 - 2. The “for cause” standard would apply to any other reason for cause to remove a board member.
- ii. In the event a vacancy occurs in the office of any member other than the supervisor of registration and elections before the expiration of that member’s term of office, whether by removal, death, resignation, or otherwise, the Baldwin County Board of Commissioners shall appoint a successor to serve the remainder of the unexpired term and until a successor is duly appointed and qualified.

- I. Supervisor of Registration and Elections
 - a. Shall be appointed by the Baldwin County Board of Commissioners (a majority vote)
 - b. The supervisor of registration and elections shall not serve as a member of the Board of Elections and shall not have a vote on matters brought before the board.
 - c. The supervisor shall report to the Board of Commissioners and may be terminated or disciplined for cause, after notice and hearing, by a majority vote of the Board of Commissioners.
 - d. The Board of Elections shall advise the Board of Commissioners on the issue of discipline of supervisor or termination of employment.
 - e. Such supervisor shall be considered a county employee for purposes of benefits, vacation and other purposes.
 - f. The compensation of the supervisor of registration and elections (and the board of elections) shall be fixed by the County Board of Commissioners.
 - g. The supervisor of registration and elections may recommend to the county administrator for employment such full-time or part-time employees as may be deemed necessary and as approved in the annual budget approved by the governing authority of the county.
 - h. The supervisor of registration and elections and the board shall be responsible for the selection, appointment, and training of poll workers in primaries and elections.
 - i. No elected official's immediate family members shall be eligible to serve as the Supervisor during the term of such elective office.
 - i. Immediate Family to be defined to include: Spouse, sibling, child, parent, grandparent, grandchildren by blood or marriage.

Baldwin County – Staggered Elections

Local Legislation Outline

I. Board of Commissioners

- a. Those Commissioners who hold such office on the effective date of this Act shall continue to serve as Commissioners for the terms of office to which they were elected.
- b. The Commissioners elected from Districts 1 and 2 at the county general election held in November, 2024 shall each serve a term of four years, beginning January 1, 2025 and ending on December 31, 2028.
- c. The Commissioners elected from Districts 3, 4, and 5 at the county general election held in November, 2024 shall each serve a term of two years, beginning January 1, 2025 and ending on December 31, 2026.
- d. Thereafter, each Commissioner serve a term of office of four years.