



BALDWIN COUNTY REGULAR MEETING

January 07, 2025

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. December 17, 2024 Regular Meeting and Executive Session Minutes.
2. January 2, 2025 Called Meeting and Executive Session Minutes.

ADMINISTRATIVE/FISCAL MATTERS

3. Select Commission Chairman and Vice Chairman for the 2025 Calendar Year - Board.
4. Resolution No. 2025-01 - a resolution approving the waiver of certain penalties and interests by the Baldwin County Tax Commissioner - Assistant County Manager.
5. Resolution No. 2025-02 - a resolution regarding corrections of errors and refunds of taxes; removal of personal property from the digest - Assistant County Manager.
6. Resolution No. 2025-03 - a resolution to authorize the Baldwin County Tax Commissioner's Office to receive checks for property tax payments, and motor vehicle registrations and to reaffirm the ordinance passed and adopted authorizing the acceptance of credit card payments due to Baldwin County - Assistant County Manager.
7. Resolution No. 2025-04 - a resolution to authorize an application be submitted to the Victims of Crime Assistance grant for continued funding for the prosecuting attorney - Assistant County Manager
8. Resolution No. 2025-05 - a resolution to appoint County Legislative Office - County Manager
9. Resolution No. 2025-06 - a resolution to assign the terms of office of each member of the Board of Elections and Registration of Baldwin County - County Attorney.
10. Authorize an agreement for Concession Stand Operator - County Manager.

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

[11.](#) County Manager's Report.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

January 20, 2025 - non-emergency county offices closed for Martin Luther King, Jr. Holiday

January 21, 2025 - 6:00 PM - Regular Commission Meeting

February 4, 2025 - 6:00 PM - Regular Commission Meeting

February 18, 2025 - 6:00 PM - Regular Commission Meeting



**BALDWIN COUNTY
REGULAR MEETING
December 17, 2024
1601 N Columbia St, Suite 220
6:00 PM**

MINUTES

PRESENT

John Westmoreland, Chair
Kendrick Butts
Sammy Hall
Emily Davis
Henry Craig

OTHERS PRESENT

Carlos Tobar
Andy Welch
Brandon Palmer
Dawn Hudson
Cindy Cunningham
Bo Danuser

INVOCATION

The invocation was given by Rev. Kenny Walker.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Deputy Sheriff Capt. Lee Williamson.

PRESENTATIONS

Emergency Management Director Wayne Johnson was presented with a Certificate of Recognition for the help the Baldwin County EMA provided surrounding counties during Hurricane Helene. A letter of acknowledgement from the Georgia Emergency Management and Homeland Security Agency was read.

Dr. Jim Wolfgang and Bruce Hood gave an airport update. Mr. Hood gave flight statistics including flights for emergency management, transit, training, medivac, law enforcement and military. Mr. Hood discussed the use of the airport in providing support after Hurricane Helene. Dr. Wolfgang discussed efforts to educate youth and the community about the airport, including offering flying lessons, regional outreach with EEA chapters, creating a newsletter, offering a free flight for youth, workshops, and through the high school aviation and drone program. Dr. Wolfgang recognized Roberto Hornug, the EAA’s Young Eagles Coordinator and instructor at Baldwin High School, for receiving an Award of

Distinction from the Baldwin County Board of Education. Dr. Wolfgang reported the west ramp was almost done. Dr. Wolfgang and Mr. Hood discussed the use of the airport as a hub in transporting goods to hurricane hit areas, staff manning the airport for 24 hours a day during the storm and in the aftermath, providing jet fuel, and issuing Star Link satellite systems. Dr. Wolfgang thanked the airport committee members, Commissioner Henry Craig, county staff, GDOT, and others.

Vice Chairman Kendrick Butts made a motion to amend the agenda to recognize Commissioner Westmoreland and Commissioner Craig. Commissioner Davis seconded the motion and the motion passed unanimously.

Vice Chairman Butts presented Commissioners Craig and Westmoreland with a crystal award in recognition of their years of service as county commissioners.

ADOPTION OF MINUTES

Commissioner Sammy Hall made a motion to adopt the December 3, 2024 regular meeting minutes and executive session minutes. The motion was seconded by Commissioner Kendrick Butts and the motion passed unanimously.

AMENDMENTS TO THE AGENDA

Commissioner Sammy Hall made a motion to amend the agenda to remove the County Manager Employment Agreement from the agenda and to possibly place it back on the agenda after the executive session. Commissioner Emily Davis seconded the motion. The motion passed unanimously and the agenda was amended.

Commissioner Kendrick Butts made a motion to amend the agenda to add item 16 for a Windstream Field Agreement Amendment Number 1; add item 17 to authorize the EMT Director to apply for a FEMA Public Assistance Grant; and add item 18 to authorize submission of a Firefighters Assistance Grant.

Commissioner Henry Craig made a motion to amend the agenda to add item 19 to modify the county fee schedule for short term vacation rental certificates.

Commissioner Emily Davis seconded all motions to amend the agenda and the motion passed unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Qualite Ballfield Lighting Contract

County Manger Carlos Tobar presented an agreement with Qualite for the ballfield lighting. He stated they had presented their certificates of insurance, were the low bidder and the funds were provided by a state recreation grant.

Commissioner Sammy Hall made a motion to authorize an agreement with Qualite Sports Lighting, LLC. Commissioner Kendrick Butts seconded the motion and the motion passed unanimously.

Nicolasa' Catering and Concessions LLC

Commission Sammy Hall made a motion to table the approval of an agreement with Nicolas, to provide concessions at the Recreation Department because the company had not met all of the qualifications. Commissioner Henry Craig seconded the motion.

County Manger Carlos Tobar reported that the owner was coming to file state registration paperwork but the state recommended she wait until January 2nd to save the \$300 fee for the two-week period; he was hoping the commissioners would approve the agreement pending registration with the Secretary of State; she was supposed to start January 4th.

Chairman Westmoreland called for the vote.

Commissioners Sammy Hall, John Westmoreland and Henry Craig voted aye to table the agreement. Commissioners Kendrick Butts and Emily Davis vote no to table the agreement. The motion carried and the agreement with Nicolasa' Catering and Concessions was tabled.

Victims of Crime Acts Assistance Grant

Deputy County Manager Dawn Hudson presented an application for a Criminal Justice Coordinating Council Victims of Crime Acts Assistance Grant for the PORCH program, no matching funds were required and the grant would run from October 1, 2024 through September 30, 2025.

Commissioner John Westmoreland made a motion to accept the grant and authorize the chair to execute the documents. Commissioner Kendrick Butts seconded the motion and the motion passed unanimously.

GEFA Loan

Deputy County Manager Dawn Hudson presented a Georgia Environmental Finance Authority Loan to perform an EPD required evaluation and/or replacement of lead lines in the water and sewer service areas. The county previously received a grant to do the inventory of those lines. This grant was a \$700,000 loan with 100% principal forgiveness.

Commissioner Hall asked if the water lines would have to be replaced to the house. City Manager Tobar responded that he had asked but had not been given an answer. There was a discussion about removing galvanized lines as well as pipes with lead joints.

Commissioner Sammy Hall made a motion to approve a GEFA loan. Commissioner Craig seconded the motion and the motion passed unanimously.

GDOT Airport Drainage Study

County Manager Carlos Tobar presented an agreement with the Georgia Department of Transportation to conduct a drainage study to evaluate the existing drainage network, stormwater trouble areas around the airport, and potential increases in runoff due to future development.

Chairman Westmoreland recognized Melinda Brewer for comment regarding the airport. Ms. Brewer declined to speak.

Commissioner Kendrick Butts made a motion to approve the agreement with the Georgia Department of Transportation. Commissioner Henry Craig seconded the motion and the motion passed unanimously.

Development Authority Appointments

County Manager Carlos Tobar presented a request from the Development Board to reappoint Mac Patel, Ed Walker, and Derek Williams to the Board of Directors.

Commissioner Sammy Hall made a motion to approve the recommended reappointments to the Development Authority Board of Directors. Commissioner Henry Craig seconded the motion and the appointments were approved unanimously.

Georgia Workforce Innovation and Opportunity Act - Adult Workforce Program

Assistant County Manager Dawn Hudson presented a WIOA grant award for the Adult Workforce Program for the period of October 1, 2024 through June 30, 2026.

Commissioner Henry Craig made a motion to accept the grant and authorize the chair to execute the documents. Commissioner Butts seconded the motion and the motion passed unanimously.

WIOA Dislocated Workers Program

Assistant County Manager Dawn Hudson presented a WIOA grant award for the Dislocated Worker Program for the period of October 1, 2024 through June 30, 2026.

Commissioner Henry Craig made a motion to accept the grant and authorize the chair to execute the documents. Commissioner Butts seconded the motion.

Commissioner Craig commented on the WIOA grants stating the federal grant assisted workers with work issues and training issues. Baldwin County was the fiscal agent for that program and it was a worthwhile program.

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

Property Purchase

County Attorney Brandon Palmer presented a resolution to authorize the sale of property located at 136 Felton Drive to highest bidder at \$1,300. The transaction should be completed by the end of January and the purchaser would pay closing costs.

Commissioner Westmoreland made a motion to approve the resolution to 136 Felton Drive to the highest bidder. Commissioner Craig seconded the motion and the motion passed unanimously.

Moratorium for Subdivision and Commercial Development

County Manager Carlos Tobar reported that there needed to be one more work session on the Land Development Code that include the new commissioners so the moratorium for subdivision and commercial development needed to be extended.

Commissioner Sammy Hall made a motion to approve the moratorium. Commissioner Butts seconded the motion and the motion carried unanimously.

RAISE Grant

County Manager Carlos Tobar presented a Federal Highway Administration Rebuilding Americas' Infrastructure with Sustainability and Equity (RAISE) Grant for approval. Mr. Tobar stated there was no match. The RAISE grant would replace three bridges in the Oconee Heights neighborhood and would create one-way streets, shared use paths, solar street lights, road resurfacing and stormwater improvements.

Commissioner Henry Craig made a motion to approve the RAISE Grant. Commissioner Emily Davis seconded the motion and the motion passed unanimously.

Build Agreement with Windstream

County Manager Carlos Tobar reported the one-page document was required by the State to amend the broadband grant agreement with Windstream to state the State of Georgia was giving Windstream a fixed amount.

Commissioner Henry Craig made a motion to accept the grant amendment with Windstream. Commissioner Sammy Hall seconded the motion and the motion passed unanimously.

FEMA Grant

County Manager Carlos Tobar presented a FEMA public assistance Grant application and recognized EMA Director Wayne Johnson. Mr. Johnson stated the grant pursued reimbursement for monies expended during the hurricane.

Commissioner Hall made a motion to approve the FEMA grant. Commissioner Davis seconded the motion and the motion passed unanimously.

Assistance for Firefighters Grant

County Manager Tobar stated Grant Coordinator Haly Hicks would submit an application for an Assistance for Firefighters grant to purchase breathing apparatus for Fire and Rescue; the grant would require a 10% match.

Commissioner Craig made a motion to approve the Assistance for Firefighters grant application. Commissioner Davis seconded the motion and the motion passed unanimously.

Short Term Vacation Rentals

Commissioner Henry Craig made a motion to amend the county fee schedule to increase the short-term rental certificates to \$500. Commissioner Emily Davis seconded the motion.

There was a discussion about increasing the fee to cover the personnel, equipment, vehicle, and fuel costs of maintaining the policy.

Chairman Westmoreland called for the vote.

The motion passed unanimously.

OLD BUSINESS

Commission Vice Chairman Kendrick Butts asked for an update on the stripping on Forrest Hill Road. Mr. Tobar responded that the road had to cure for about 2 to 4 weeks.

Commissioner Davis asked if they were going back to Emmanuel Harris Road. Mr. Tobar responded that was not one of the roads on the list for repairs. Commissioner Davis asked if the edges on Emmanuel Harris were repaired. Mr. Tobar responded that the county had to do that on all the roads that were resurfaced.

Commissioner Westmoreland asked for an update on the Water Park. Mr. Tobar responded they were 65% to 70% done.

Commissioner Westmoreland asked for an update on the pickleball courts. Mr. Tobar responded the grading was being finished and concrete work would begin in the next week or two.

Commission Westmoreland asked for an update on a drain that was washing out under the parking lot at the recreation department. Mr. Tobar stated that it was on the to do list.

NEW BUSINESS

Commissioner Davis reported that December 1 was World Aids Day and the anniversary of the Montgomery Bus Boycott, which made Rosa Parks famous.

Commissioner Westmoreland reported that the shoulders along Parham Road needed grading.

COUNTY MANAGER'S REPORT

County Manager Carlos Tobar reported on the kickoff meeting for the Collins P. Lee Memorial Library; the Smith-Sibley sewer extension would begin soon; the airport consultant selection would be issued by December 27th – the contract expires in March; Harrisburg Park renovations would begin the second week in January, the park would have to be closed during the renovations; the Oconee Heights playground equipment had been ordered with an 8-week lead time.

Commissioner Westmoreland reported that broadband service was not completed on Regina Drive.

PUBLIC COMMENT

Commissioner Craig stated that he had been honored by representing District 4 and the entire community for the past 12 years; the work commissioners did was for the entire county and he had enjoyed it. Commissioner Craig recounted people he had worked with and the accomplishments they achieved, including the projects that had been done with grand funds.

Commissioners Hall, Davis and Butts commended Commissioners Craig's and Westmoreland's service to Baldwin County.

Commissioner Westmoreland stated that they were a team for 12 years, they had worked hard and made a good county better. This board had done an excellent job over the past 12 years. He thanked Carlos Tobar, Cindy Cunningham and Dawn Hudson.

Commissioner Elect Andrew Strickland was recognized to address commissioners Westmoreland and Craig. Mr. Strickland thank Commissioners Westmoreland and Craig, reflecting on the service they provided to the citizens of Baldwin County. He stated that both sought to serve the citizens of Baldwin County and make a difference in this community and in this country. They were both fair and exercised reason and the County was better off now than when they took office. Mr. Strickland extended his deepest gratitude for the service they gave and wished them both a happy retirement from the commission.

Melinda Brewer of 237 Lakeshore Circle was recognized to speak but declined to do so.

County Attorney Andy Welch addressed Commissioners Westmoreland and Craig to express his gratitude. Mr. Welch stated that he had served with them in the trenches and found they were an embodiment of two ancient souls. Mr. Welch quoted from the book of Micah stating a leader was to love mercy, do justice, and walk humbly with our God; they had both done that. They had not let the things of this world lead to their exaltment but looked after the community and those in the community. Mr. Welch quoted Aristotle stating leadership was best characterized by embodying the virtues of wisdom, courage, justice and acting as a moral exemplar to strive to create an environment in which everyone could reach their full potential and express their ideas and be able to come before this body to express those opinions. They had prioritized the people over their own personal gain and self-interest, and in doing so, been leaders for this community and in the state. Mr. Welch thanked Commissioners Westmoreland and Craig for their service.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to go into an executive session to discuss a personnel matter. Commissioner Butts seconded the motion and the motion passed unanimously.

The Commissioners moved into executive session at 7:15 PM.

RECONVENE INTO OPEN SESSION

Commissioner Henry Craig made a motion to return to open session. Commissioner Sammy Hall seconded the motion and he motion passed unanimously.

The Commissioners returned to open session at 8:16 PM.

Commissioner Emily Davis made a motion to amend the agenda to add the appointment of the County Clerk and the County Manger’s Employment Contract. Commissioner Sammy Hall seconded the motion and the motion was approved unanimously. The agenda was amended.

County Attorney Brandon Palmer presented the employment contract that was negotiated with the County Manager, the term of the agreement was for one-year begging January 1, 2025 and running through December 31, 2025.

Commissioner Henry Craig made a motion to approve the contract with Carlos Tobar. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Commissioner Emily Davis made a motion to appoint Bo Danuser as the County Clerk effective January 1, 2025. Commissioner Kendrick Butts seconded the motion and the motion passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the meeting at 8:19 PM. Commissioner Emily Davis seconded the motion and the motion passed unanimously.

The meeting was adjourned at 8:19 PM.

Respectfully submitted

John Westmoreland, Chair

Cynthia K. Cunningham
County Clerk



**BALDWIN COUNTY
CALLED MEETING**
January 2, 2025
1601 N Columbia St, Suite 220
1:00 PM

MINUTES

Present

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

Others Present

Carlos Tobar
Brandon Palmer
Bo Danuser

CALL TO ORDER

Vice Chairman Kendrick Butts called the meeting to order at 1:00 PM.

ADMINISTRATIVE/FISCAL MATTERS

Terms of the members of the Board of Elections and Registration

County Attorney Brandon Palmer discussed House Bill 1059 and read from the portion pertaining to the procedure for selecting terms lengths for the members of the Baldwin County Board of Elections and Registration; two of the five seats had 4-year terms and three of the five seats had six-year terms.

Numbers 1 through 5 were randomly assigned to the five seated members with seat 1 held by Ferrlando Jones, seat 2 by Nathalie Fields, seat 3 by Randall Morrow, seat 4 by Tony Fraley and seat 5 by Glenda Brown.

Commission Vice Chairman Kendrick Butts pulled numbers 1 through 5 at random to determine the terms as follows:

Draw 1 was the number 2 assigning Natalie Fields to serve a 4-year term,
Draw 2 was the number 1 assigning Ferrlando Jones to serve a 4-year term,
Draw 3 was the number 4 assigning Toney Frayley to serve a 6-year term,
Draw 4 was the number 3 assigning Randall Morrow to serve a 6-year term, and
Draw 5 was the number 5 assigning Glenda Brown to serve a 6-year term.

Commissioner Andrew Strickland made a motion to amend the agenda to add a discussion about the concessions contract at the Recreation Department. Commissioner Sammy Hall seconded the motion and the motion passed unanimously.

Commissioner Strickland asked for an update on the concessions contract. County Manager Carlos Tobar gave an update stating he received notice from Nicolasas' Catering and Concessions, LLC that the proper paperwork had been filed with the State of Georgia but they still needed a Georgia address. He also stated that there was an event at the Recreation Department on Saturday.

There was a discussion about awarding a contract for the concessions at the Recreation Department including if the county required all out of state businesses to be registered in the State of Georgia, the two businesses that provided quotes and the term of the contracts.

There was a discussion about having a contract to review before approving it.

EXECUTIVE SESSION

Commissioner Emily Davis made a motion to go into closed session to discuss a personnel matter. Commissioner Scott Little seconded the motion and the motion passed unanimously.

The commissioners moved into executive session at 1:36 PM.

RECONVENE INTO OPEN SESSION

Commissioner Scott Little made a motion to reconvene into open session. Commissioner Emily Davis seconded the motion and the motion was approved unanimously.

The commission returned to open session at 2:00 PM.

ADJOURN

Commissioner Scott Little made a motion to adjourn the meeting. Commissioner Emily Davis seconded the motion and the motion was approved unanimously.

The meeting was adjourned at 2:02 PM.

Respectfully submitted:

Kendrick Butts, Vice Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk

RESOLUTION NO. 2025-01

A RESOLUTION APPROVING THE WAIVER OF CERTAIN PENALTIES AND INTEREST BY THE BALDWIN COUNTY TAX COMMISSIONER; AND OTHER PURPOSES.

WITNESSETH:

WHEREAS, state laws impose penalties and/or interest obligations on taxpayers who fail to make timely payments of taxes or fail to timely file certain documents, including:

- O.C.G.A. § 48-2-44(b), which provides that any person who fails to pay any ad valorem tax within 120 days of the date due shall be liable for and pay a penalty of 5% of the amount due;
- O.C.G.A. § 48-2-44(a), which provides a penalty for willful failure to file a report, return, or other information required by law, to include personal property tax returns due by April 1st of each year as set forth in O.C.G.A. § 48-5-18;
- O.C.G.A. § 48-2-40, which provides that any taxes owed to local taxing jurisdictions bear interest at the bank prime rate plus three percent, beginning on the date such taxes were due; and

WHEREAS, O.C.G.A. § 48-5-242 authorizes the county governing authority to delegate to the county tax commissioner the authority to waive, in whole or in part, the collection of penalties and interest assessed as a result of a taxpayer's failure to comply with laws relating to ad valorem taxation, where such failure was due to reasonable cause and not due to gross or willful neglect or disregard of the law.

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Delegation of Authority.** The authority to make the final determinations as to which properties and taxpayers are entitled to the waivers described above is hereby delegated to the Baldwin County Tax Commissioner.
- 3. Waiver of Penalties and Interest.** The waiver of penalties and interest pursuant to this Resolution shall be valid through and including _____, _____, beginning on which date penalties and interest shall accrue and be payable on any unpaid balance then due and owing.
- 4. Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any

other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

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

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

BALDWIN COUNTY, GEORGIA

Honorable _____, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

RESOLUTION NO. 2025-02**A RESOLUTION REGARDING CORRECTIONS OF ERRORS AND REFUNDS OF TAXES; REMOVAL OF PERSONAL PROPERTY FROM THE DIGEST; AND FOR OTHER PURPOSES.**

WHEREAS, Pursuant to the provisions of O.C.G.A. § 48-5-380 and paragraph (e) thereof, and O.C.G.A. § 48-5-241, the Board of Commissioners of Baldwin County, Georgia ("Board of Commissioners") finds that it is in the best interest of the citizens and taxpayers of the County to delineate the proper procedure for the correction of errors in the assessment, preparation of the digest, and collection of ad valorem taxes; and

WHEREAS, the Board of Assessors and the Tax Commissioner are appropriate authorities to correct obvious clerical and factual errors that may be discovered by them or presented to them in the performance of their respective duties, and to approve or disapprove of claims based on such errors; and

WHEREAS, the Board of Assessors is the appropriate authority to remove from the digest property that no longer exists within the County and to correct the digest to reflect those removals and to approve or disapprove of claims based on such corrections;

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Delegation of Authority to Correct Errors.** The Board of Commissioners hereby delegates to the Baldwin County Board of Assessors and the Baldwin County Tax Commissioner the authority to administer the provisions of Code Section 48-5-380 as to obvious clerical and factual errors and to approve or disapprove of such claims. Notice of such corrections and approval of such claims shall be given by the Board of Assessors to the Tax Commissioner and from the Tax Commissioner to the Board of Assessors, when appropriate. Corrections or approvals of claims that could have a substantial negative impact upon the tax digest or tax collections shall be reported to the County Manager and shall not be finalized without the approval of the Board of Commissioners. Subject to the foregoing, the Board of Commissioners further authorizes the Baldwin County Board of Tax Assessors to delegate to the Chief Appraiser the authority to correct obvious clerical and factual errors and correction of the tax digest as provided for herein to the extent it deems appropriate.
- 3. Delegation of Authority to Remove Personal Property.** The Board of Commissioners hereby delegates to the Baldwin County Board of Assessors the authority to remove from the digest personal property not in the County as of January 1 of that year.

- 4. **Claims Not Based Upon Factual or Clerical Errors.** As to any claims not based upon obvious factual or clerical errors, the Baldwin County Board of Assessors and/or the Baldwin County Tax Commissioner shall make such recommendations as they deem appropriate for final determination by the Board of Commissioners.

- 5. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

- 7. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

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

BALDWIN COUNTY, GEORGIA

 Honorable _____, Chairman
 Baldwin County Board of Commissioners

ATTEST:

 Bo Danuser
 Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

RESOLUTION NO. 2025-03

A RESOLUTION TO AUTHORIZE THE BALDWIN COUNTY TAX COMMISSIONER'S OFFICE TO RECEIVE CHECKS FOR PROPERTY TAX PAYMENTS AND MOTOR VEHICLE REGISTRATIONS AS PROVIDED FOR IN O.C.G.A. § 48-5-16; TO REAFFIRM THE ORDINANCE PASSED AND ADOPTED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS ON THE 17TH DAY OF JUNE, 1997 AUTHORIZING THE ACCEPTANCE OF CREDIT CARD PAYMENTS DUE TO BALDWIN COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Baldwin County Board of Commissioners has reviewed a request for certain authorizations by the Baldwin County Tax Commissioner; and

WHEREAS, the Baldwin County Board of Commissioners has an interest in supporting the level of service requested through these authorizations by the Baldwin County Tax Commissioner and to relieve the officer from any personal liability, as provided for by the Official Code of Georgia Annotated, as amended from time to time; and

WHEREAS, the Baldwin County Board of Commissioners had examined staff recommendations for requested authorizations under this resolution; and

WHEREAS, the Baldwin County Board of Commissioners has determined, out of public necessity and for the good of the citizens of Baldwin County, that the proposed action is needed; and,

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authorization of Tax Commissioner to accept Checks or Money Orders.** The Baldwin County Board of Commissioners hereby authorizes the Tax Commissioner's Office to receive personal, company, certified, treasurer's, or cashier's checks, or bank, postal, or express money orders in payment of taxes and license fees, as provided for in O.C.G.A. 48-5-146.
- 3. Reaffirmation of July 17, 1997 Ordinance.** The Board of Commissioners hereby reconfirms the Ordinance duly passed on the 17th day of July, 1997 to authorize the acceptance of credit card payments for money due the County including, but not limited to ad valorem taxes, occupation taxes, fines, forfeitures, penalties, license fees, permit fees, and registrations fees; to provide for procedures; and for other purposes.

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

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

BALDWIN COUNTY, GEORGIA

Honorable _____, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

RESOLUTION NO. 2025-04

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED TO THE VICTIMS OF CRIME ACTS ASSISTANCE GRANT FOR CONTINUED FUNDING FOR THE PROSECUTING ATTORNEY FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND FOR OTHER PURPOSES.

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Victims of Crime Acts Assistance Grant (“Grant”) for the Prosecuting Attorney; and

WHEREAS, the Grant provides funding of \$170,340 for the period October 1, 2024 through September 30, 2025.

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

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

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

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

Honorable _____, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 2, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

Dear Ocmulgee Judicial Circuit:

KEITH E. GANNAGE
Vice Chair
Solicitor-General
Fulton County

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Baldwin**

Implementing Prosecuting Attorney: **District Attorney Wright Barksdale**

Grant Period: **October 1, 2024 through September 30, 2025**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$170,340**

VOCA Waived Match Funds: **\$42,585**

CJCC Sub-Grant Number: **C23-8-249**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE O. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025**. If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

RESOLUTION NO. 2025-05

A RESOLUTION TO APPOINT COUNTY LEGISLATIVE COORDINATOR (CLC); AND OTHER PURPOSES.

WHEREAS, legislative decisions made by the Georgia General Assembly increasingly impact county governments; and

WHEREAS, the Association of County Commissioners of Georgia (ACCG) monitors and reports on legislative proposals on a regular basis during and after each legislative session; and

WHEREAS, ACCG regularly seeks input and comment from county officials and staff in assessing the impact of legislative proposals and in developing responses to such proposals; and

WHEREAS, to ensure an effective and accurate response, there must be a process whereby reports from ACCG and requests from ACCG for information or analysis of legislative proposals are directed to the most appropriate county officials or staff for a response; and

WHEREAS, to most effectively respond to legislative proposals affecting counties, there shall be one county official or staff person designated by the Board of Commissioners to serve as the County Legislative Coordinator (CLC) for Baldwin County;

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Authority of CLC.** The CLC for Baldwin County shall have the following:
 1. Access to all department heads and county officials to obtain information and data.
 2. Access to the members of the board of commissioners.
 3. Working knowledge of county operations.
 4. The ability and time to respond to requests for information from ACCG policy staff in a timely manner.
 5. Authority within the county government structure to request and receive timely responses to requests for information.
 6. Knowledge of the various departments within the county and the points of contact within each to obtain information and feedback.
 7. Ability to provide periodic reports to the members of the board of commissioners and other county officials regarding the legislative reports and activities of ACCG.
- 3. Appointment of CLC.** The Board of Commissioners hereby designate and appoint Bo Danuser to serve as CLC for Baldwin County until further notice.
- 4. Notice to ACCG.** Notice of this appointment shall be immediately transmitted to ACCG.

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

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

BALDWIN COUNTY, GEORGIA

Honorable _____, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

RESOLUTION NO. 2025-06

A RESOLUTION TO ASSIGN THE TERMS OF OFFICE OF EACH MEMBER OF THE BOARD OF ELECTIONS AND REGISTRATION OF BALDWIN COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, by Act of the Georgia General Assembly during the 2023-2024 Regular Session, effective January 1, 2025, there was created the Board of Elections and Registration of Baldwin County (“Board of Elections”) with the powers, duties, and responsibilities of the Superintendent of Elections in Baldwin County; and

WHEREAS, the Local Act provides that the initial members of the Board of Elections shall be the members of the Baldwin County Board of Registrars who were then serving on the effective date of the Act; and

WHEREAS, in accordance with the requirements of such Local Act, on January 2, 2025, the Baldwin County Board of Commissioners held a duly advertised, called meeting during which the Vice-Chairman, fulfilling duties of the Chairman, assigned the name of each member of the Board of Elections a random number and then drew such numbers at random, with the members of the Board of Elections whose names matched the first two numbers drawn having been assigned a four-year term of office and the members of the Board of Elections whose names match the last three numbers drawn having been assigned a six-year term of office; and

WHEREAS, each seat was assigned a number for the drawing as follows:

Number 1 was assigned to Ferrlando Jones,
 Number 2 was assigned to Natalie Fields,
 Number 3 was assigned to Randall Morrow
 Number 4 was assigned to Tony Fraley, and
 Number 5 was assigned to Glenda Brown.

WHEREAS, Vice Chairman Kendrick Butts, fulfilling the duties of the Chairman, drew the numbers at random, with the following results:

Draw 1 was the number 2 assigning Natalie Fields to serve a 4-year term,
 Draw 2 was the number 1 assigning Ferrlando Jones to serve a 4-year term,
 Draw 3 was the number 4 assigning Toney Fraley to serve a 6-year term,
 Draw 4 was the number 3 assigning Randall Morrow to serve a 6-year term, and
 Draw 5 was the number 5 assigning Glenda Brown to serve a 6-year term.

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

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.

- 2. **Appointment of Terms of Office of Members of Board of Elections.** Consistent with the requirements of Local Act and the random drawing having taken place on January 2, 2025, the Baldwin County Board of Commissioners hereby appoint and assign the following terms to the members of the Board of Elections as follows:
 - 1. Natalie Fields to serve a 4-year term, ending on December 31, 2028;
 - 2. Ferrlando Jones to serve a 4-year term, ending on December 31, 2028;
 - 3. Toney Fraley, to serve a 6-year term, ending on December 31, 2030;
 - 4. Randall Morrow to serve a 6-year term, ending on December 31, 2030; and
 - 5. Glenda Brown to serve a 6-year term, ending on December 31, 2030.

- 3. **Authorization of Chairman, County Manager, County Clerk, and County Attorney.** The Board of Commissioners hereby authorize the Chairman of the County Board of Commissioners, County Manager, County Clerk, or County Attorney, as appropriate, to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the appointments provided for herein and to take all action necessary in conformity therewith.

- 4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

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

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

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

BALDWIN COUNTY, GEORGIA

Honorable _____, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

AGREEMENT FOR CONCESSION STAND OPERATOR

Baldwin County Recreation Department

Highway 22 and Highway 212 Concession Stands

This agreement (“Agreement”), made and entered into this ____ day of December, 2024 by and between Baldwin County, Georgia, (hereinafter called the “County”) and Nicolasa’s Catering & Concessions LLC (hereinafter called “Operator”), who have been duly authorized to execute this Agreement:

WITNESSETH:

WHEREAS, the County is the owner of the Baldwin County Recreation Department facilities and fields at Highway 22 and Highway 212, upon which are located concession stands (“Concession Facilities”) used for the sale of concessions to the users of the recreation fields and facilities;

WHEREAS, the County has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

WHEREAS, the County desires to have concession services provided for the Highway 22 and Highway 212 Concession Facilities and Operator desires and agrees to furnish and deliver and to perform all the work and labor for the purposes stated in this Agreement.

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

- A. Description.** The County agrees to provide to Operator a license to enter into and utilize the existing Concession Facilities, at Highway 22 and Highway 212, in exchange for the services and consideration provided for herein. Operator shall perform the services and conditions stated herein in strict and entire conformity with the provisions of this Agreement.
- B. Term.** The term of this Agreement shall begin on January 1, 2025 and end on December 31, 2025.
- C. Contract Amount.** Operator shall pay to the County thirty percent (30%) of its monthly gross proceeds less sales taxes paid, derived from its use of the Concession Facilities, during the months that recreation league activities are held at the Highway 22 and Highway 212 fields. The tentative schedule is attached hereto as “Exhibit A”. All payments and supporting documentation on the total sales for each location shall be due to the County on or before the 15th day of each month following the month of usage. Monies should be

made payable to the Baldwin County Board of commissioners and delivered to the Baldwin County Board of Commissioners' office at 1601 N. Columbia St., Suite 230, Milledgeville, Georgia 31061. With its monthly payment, Operator shall provide to the County its monthly reporting of gross sales from a Square.com POS system and in a format which will reflect cash sales.

D. General Terms and Conditions:

1. Concession operations shall be available for all events played at any of the recreation fields or facilities at Highway 22 and Highway 212, to include recreational leagues as well as travel / competitive sport tournaments, unless excepted with prior written approval by the Director of the Baldwin County Recreation Department. This will include opening on Saturday and Sunday for these events if there are two (2) or more teams present. This is to include scheduled practices as well as games and tournaments. Concession operations must be open prior to starting hours and remain open through the scheduled event. The County shall provide schedules of activities to Operator and strive to provide all necessary schedule changes to Operator at least seventy-two (72) hours in advance of the scheduled event. All changes should be coordinated through the Recreation Department Director.
2. Operator shall offer a menu of freshly prepared hot and cold foods considered appropriate for a concession stand on game days and nights. The menu options shall be offered and priced in accordance with "Exhibit B" attached hereto.
3. Operator shall accept all major credit cards (Visa, Mastercard, American Express) as a form of payment at all facilities.
4. Operator shall maintain the Concession Facilities in a clean, smoke-free, and orderly manner. Operator shall return the Concession Facilities to the County in good condition, normal wear and tear excepted. Operator shall not be responsible for the cleanliness of the area or facilities outside of the Concession Facilities.
5. Operator shall provide adequate staff to ensure a pleasant experience for all visitors. The County shall not be responsible for providing any staffing to assist Operator.
6. Operator shall perform all services provided for herein in a prompt and courteous manner.
7. Operator shall provide the County with a copy of any and all contracts between Operator and any applicable vendors for all food and drink sales.

8. Operator shall accept liability and legal responsibility for all of its members, employees, representatives, and agents who act on behalf of Operator. No member, employee, representative, or agent of Operator who has pled guilty to or been convicted of a felony, misdemeanor involving family violence, or any crime where a minor was the victim, shall enter upon the premises of the Concession Facilities.
9. The County makes no promises or representations as to the condition of the Concession Facilities. In no event shall the County be responsible or liable to Operator or any of its members, employees, representatives, or agents for any business loss, personal injury, or other damage, injury, or loss that the Operator may sustain for any reason, including, but not limited to, any acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, loss or malfunctions of utilities, communications or computer services, vandalism, any criminal act, or other circumstances affecting the condition or availability of the Concession Facilities.
10. Operator shall not make any alterations, additions, or improvements to the Concession Facilities or their structural layout without the express written permission of the County Manager.
11. Operator shall be responsible for any and all repairs or replacement of equipment currently in place. Any equipment purchased and/or provided by the Operator shall be and remain property of the Operator. All equipment currently in place in the Concession Facilities is and shall remain the property of the County. A list of equipment being put in place by Operator shall be submitted to the County Manager of Baldwin County.
12. Operator agrees to coordinate all activities, schedule changes, "Opening Day" activities, or other concerns through the Recreation Department Director.
13. The work shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the County Manager of Baldwin County. In the event of unreasonable delays in providing services or suspension of work, the County shall provide written notice of the breach to Operator.
14. Operator shall provide the services and obligations under this Agreement in accordance with the laws of the United States of America and the State of Georgia, the Baldwin County Code of Ordinances, and all Baldwin County Recreation Department policies and rules. Additionally, Operator shall follow all Health Department rules and regulations for concession operations. Operator shall also comply with all regulations concerning licensing, sales tax and other applicable local, state and federal requirements.

- 15. Operator shall be responsible for responding to the alarm company for any activated alarm within the Concession Facilities.
- 16. Operator shall provide the services contemplated by this Agreement under the supervision and to the entire satisfaction of the County.
- 17. Operator shall at all times during the term of this Agreement maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, State, and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Upon execution of this Agreement, Operator agrees to furnish the County with a certificate or certificates proving that such insurance is in force. The certificate shall contain the following express obligation: “This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days’ prior written notice will be given to the certificate holder.” For the purpose of this Agreement, Operator shall carry the following types of insurance in at least the limits specified below:

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

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

- 18. This Agreement may not be assigned, modified, or amended, in whole or in part, except as otherwise provided herein or by the written consent of the parties hereto.

- 19. Operator shall not hire any subcontractor or any person or entity not a part of Operator without the express written permission of the Director of the Baldwin County Recreation Department
- 20. Should Operator violate any term or provision of this Agreement, and fail to remedy the same within ten (10) days' notice after default, the County may immediately terminate this Agreement.
- 21. This Agreement may be terminated by either party for any reason by giving at least thirty (30) days' advance written notice to the other party.
- 22. Notice pursuant to this Agreement shall be given by certified mail, return receipt requested or statutory overnight delivery, addressed as follows:

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

OPERATOR: Nicolasa's Catering & Concessions LLC
 Attn: Nickcole Cordell
 527 Stafford Estates Dr.
 Salisbury, NC 28146

With a Copy to:

- 23. Any rights created by this Agreement are contractual rights. This Agreement does not create and shall not be construed to create or convey any property interest to Operator, including any covenant, easement or servitude, in the real property of the County.
- 24. Indemnification. Operator agrees to indemnify, defend, and hold the County harmless from and against any and all third party losses, damages, judgments, interest, settlements, penalties, fines, court costs, demands, costs, expenses, or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, relate to, or are in any way connected to, Operator's breach of this Agreement, Operator's use of the Concession Facilities, or which relate to any act or omission undertaken or caused by the Operator, its members, employees, representatives, or agents.
- 25. Merger. This Agreement and the Exhibits attached hereto constitute the full and complete agreement among the parties hereto, with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement.

26. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors in interest and permitted assigns), any rights, remedies, obligations or liabilities.
27. **Binding Effect.** This Agreement shall be binding on the County and Operator, as well as their assigns and successors in interest.
28. **Governing Law.** The laws of the State of Georgia shall govern the validity, interpretation, performance, and enforcement of this Agreement.
29. **Dispute Resolution.** In the event any dispute arises concerning performance or nonperformance hereunder, the Parties agree that venue for any disputes related to this Agreement shall be the state and federal courts with jurisdiction over Baldwin County, Georgia. Operator waives any objection to jurisdiction or venue being exercised by, or present in, Superior, State, or Magistrate Courts in Baldwin County, Georgia and such federal courts with jurisdiction over Baldwin County, Georgia.
30. **Cumulative Rights.** All rights, powers, and privileges conferred hereunder upon the County shall be cumulative, but not restrictive to those given by law.
31. **Time is of the essence of this Agreement.**
32. **Authorization.** The person executing this Agreement on behalf of Operator warrants and represents that he or she is fully authorized to do so. Operator stipulates that it and the person executing this Agreement on its behalf has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The Parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.
33. **Waiver.** No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
34. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
35. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and together, shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.

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

37. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA (SEAL)

Honorable _____
Chairman, Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

NICKOLASA'S CATERING & CONCESSIONS LLC (SEAL)

By: _____

Title: _____

SAMPLE MENU

Assorted Sandwiches (hot and cold) \$4-\$8

Nachos W/ Cheese \$4

Fountain drinks/sodas (if able to install) \$2

Pizza by the slice \$3

Hummus W/veggies \$3

Lemonade & ice tea \$3

Chicken tenders Basket \$8 (air fryer)

Soft Pretzels \$3

Fruit smoothies \$4

Mac n' cheese \$3

Fries/tots (Air fryer) \$3

PB & Jelly \$2

Corndogs (Air Fryer) \$4

All beef hot dog \$3

Assorted Snacks and Candy \$2/3

Assorted ice cream pops and snow cones \$3

Baldwin County Projects		Next Phase
Public Buildings		
Sheriff's Office HVAC Replacement	Faulty HVAC system needs to be replaced before it gets warm in the spring.	Project is out to bid. Bids are due 02/07/2025.
Memorial Library	HUD released funds. MGRL and Board of Regents to sign contract.	Project kickoff meeting held Dec 5.
Sewer & Water Infrastructure		
Galvanized Water Line Inventory and Replacement Project	Both \$150K grant to inventory galvanized water lines and \$700K grant for galvanized water line replacement have been executed. Inventory is underway.	Construction is expected to begin in 2025.
Water Line Replacement	Work resumes on Log Cabin.	Expect completion by spring 2025.
Smith-Sibley Sewer Extension	EPA meeting held. Environmental underway.	Environmental process continues.
Sewer Line Replacement/Housing Rehab 2024	Grant awarded for \$1.25 million; One million is for sewer rehabilitation; homeowners have signed documents. Expect housing rehab to begin Jan 2025.	Housing rehab to begin Jan 2025. Engineering continues for sewer rehab.
Sewer Line Replacement/Housing Rehab 2025	CDBG Public Hearing held Dec 17. Housing rehab applicants identified.	Application is being prepared.
Transportation		
Road Resurfacing	Striping remains. Triple surface treatment application on Roberts Rd remains. Leveling course applied already.	Awaiting warmer temperatures.
Fishing Creek Trail Completion	Bid documents being prepared.	Construction should be complete by June 30, 2025.
Oconee Heights Streetscape	RAISE grant agreement signed by BOC; awaiting FHWA signature.	Selection of engineering firm.
Bridge Replacement	Preparing preliminary engineering reports to replace four bridges.	Application to be submitted in 2025.
Terminal Apron Expansion	Archaeological studies to take place first week of September.	Public Hearing completed; GDOT to make determination.
Lower Ramp Expansion	Archaeological studies to take place first week of September.	
Airport Consultant Selection	RFQs for Planning and Engineering/Design issued on December 27.	Deadline for submission of RFQ responses - 01/30/25
Public Safety		
SO Real Time Crime Center	Contract awarded to Dyer Construction for \$339,045. Groundbreaking ceremony held.	Completion expected March 31, 2025.
SO Training Equipment	Final budget approved by Governor's Office of Planning & Budget.	Sheriff's Office to prepare requisition.
Cooper's Station Repairs	Road Department has called in the locates. Project to begin soon.	Pipe relocation truck parking bay foundation repair.
Recreation		
Walter B Williams Trail - Phase 2	Bike Walk Baldwin received grant for phase 2.	Expect completion by March 31, 2025.
Walter B Williams Ballfield Lights	Qualite contract ratified.	Expect completion by March 31, 2025.
Water Park/Aquatic Center	Engineer checking pricing of change order.	Completion expected by Memorial Day 2025.
Pickleball Courts	Grading completed. Concrete for light bases to start soon.	Expect completion by March 31, 2025.
Harrisburg Park Improvements	Contract awarded to Hall and Sons for \$1,129,838. Pre-construction meeting held 12/03/24.	Construction starts second week of Jan 2025. Park will close. Completion by 06/30/25.
Oconee Heights Park at 123 Coombs Ave	T-Mobile awarded county \$50,000 grant for playground equipment; equipment ordered.	Equipment should be installed end of Feb 2025.
Cooper's Park	Rain garden to be constructed spring 2025. Basketball courts will be resurfaced and splash pad built in 2025.	Full park improvements to be completed by 2030.
Housing		
2024 CHIP Grant	Public Information Meeting held Dec 17 at Government Building.	Selection of homeowners
2024 HUD PRO Housing Grant	Submitted application for \$1,577,000 to build 10 homes east of Vinson Hwy. Habitat for Humanity Milledgeville-Baldwin County would build the homes.	Awaiting HUD's decision.
Administrative		
Personnel Handbook	More edits being made to personnel handbook.	Board to approved updated Personnel Handbook.
District Based Land Use	Draft of updated ordinance on the website. Work session to be scheduled.	Board needs to schedule a work session.