



BALDWIN COUNTY REGULAR MEETING

March 19, 2024

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

1. Mrs. Peggy Longino-Chester - Vice President of Ministers' Wives and Widows

PLEDGE OF ALLEGIANCE

2. Students from Faith Christian Church and Oak Hill Middle School

PRESENTATIONS

3. Gina Whitaker - Georgia RISE Award Recipient - Board
4. Baldwin High Bravettes GHSA AAAA State Champions - Coach Kizzie Walker

APPROVAL OF MINUTES

- [5.](#) March 5, 2024 Regular Meeting
March 5, 2024 Executive Session

ADMINISTRATIVE/FISCAL MATTERS

- [6.](#) Appointments to Milledgeville-Baldwin County Development Authority Board of Directors - Chairman
7. Aquatic Center Contract Award - County Manager
8. Pickleball Courts Contract Award - County Manager
- [9.](#) Alcoholic Beverage License - County Manager
- [10.](#) Mountain Bike Trail Right of Entry Agreement

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

March 29, 2024, Friday, All Non-Emergency Departments Will Be Closed in Observance of Good Friday.

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

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



BALDWIN COUNTY
REGULAR MEETING
March 5, 2024
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
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair John Westmoreland called the meeting to order at 6:00 p.m.

INVOCATION

Reverend Susan Balfour, First Presbyterian Church, delivered the Invocation.

PRESENTATION OF COLORS

Cadet Smith, Seaman Meeks, Seaman Avery and Seaman Pate of the Baldwin High School JROTC presented colors.

PLEDGE OF ALLEGIANCE

In honor of Women's History Month, Sheriff Deputy Tameka Waller, Deputy Fire Chief Sheri Kneip, Firefighter Heather Johnson and Firefighter Jessika Blount led the Pledge.

AMENDMENT TO AGENDA

Vice Chairman Kendrick Butts made a motion to amend the Agenda to include a presentation from LaTonia Howell on Women's History Month. Commissioner Henry Craig seconded the motion and it passed unanimously.

PRESENTATIONS

LaTonia Howell made a presentation on Women's History Month discussing women who paved the way in various professions for women who came after.

APPROVAL OF MINUTES

Commissioner Emily Davis made a motion to approve the minutes of the February 20, 2024 Regular Meeting and the February 20, 2024 Executive Session as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

2024 CDBG APPLICATION RESOLUTION

Assistant County Manager Dawn Hudson presented a Resolution in support of the 2024 Community Development Block Grant Application. She reported the multi-activity project is for sewer improvements and housing. She stated the total project cost is \$1,641,318.45, with a CDBG funding request of \$1,250,000.00, and a County match of cash and in-kind services totaling \$389,318.45. She stated the County cash match will be funded through SPLOST.

Commissioner Henry Craig made a motion to approve the Resolution as presented. Commissioner Emily Davis seconded the motion and it passed unanimously.

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

OLD BUSINESS

Commissioner Emily Davis discussed the matter of trash along County roads. She stated trash continues to blow out of the Waste Management trucks; but, the big problem is that people continue to throw trash out all over the roads. Commissioner Sammy Hall agreed that it blows out of the trash trucks. Commissioner Henry Craig reiterated the fact that trash being thrown out of vehicles accounts for the majority of trash along the roads. Chairman John Westmoreland reported the Meriwether Convenience Center has reopened; however, the paving is still curing.

NEW BUSINESS

Commissioner Henry Craig stated he will not seek re-election for Commissioner of District 5. He stated he will continue to work for all citizens of Baldwin County during the remainder of this year, will continue to work with those who are elected and will continue to be active in the community even though he will no longer be an elected official. Commissioners stated they had enjoyed working with Commissioner Craig during his years on the Board. They expressed their appreciation to Mr. Craig for his dedicated service to Baldwin County.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

There were no public comments to come before the Board.

EXECUTIVE SESSION

Commissioner Henry Craig made a motion to adjourn into Executive Session at 6:25 p.m. to discuss litigation. Vice Chairman Kendrick Butts seconded the motion and it passed unanimously.

RECONVENE REGULAR MEETING

Commissioner Henry Craig made a motion to reopen the Regular Meeting at 6:45 p.m. Commissioner Emily Davis seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 6:48 p.m. Commissioner Sammy Hall seconded the motion and it passed unanimously.

Respectfully submitted

John H. Westmoreland
Chairman

Cynthia K. Cunningham
County Clerk

105 East Hancock St.



VELOP Milledgeville, GA 31061

MILLEDGEVILLE-BALDWIN COUNTY 0000

www.developmilledgeville.com • jjackson@developmilledgeville.com • Jonathan Jackson, Executive Director • (478) 456-1054


Board of Directors December 18, 2023

Sharon Seymour Carlos Tbbar
Chair Baldwin County Manager
Derek Wiiltams 1601 N. Columbia st.
Vice Chair Milledgeville, GA 31061
Moc Patel Re: Board Appointments
Secretary

Greg Tyson Dear Carlos,
This Letter is to recommend the re-appointment of sitting treasurer
Greg Tyson and board member Tyrone Evans to the board of
directors of the
Tyrone Evans Development Authority of the City of Milledgeville— Baldwin County
for two year terms.

Dr. Noris Price Greg Tyson has served faithfully on the board of directors and has
Edwarö Walker ascended to the position of treasurer, a position he has held and
performed well in for several years. He functions in an indispensable


Sharon Seymour, Chair


Mac Patel, Secretary

| | |
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| \NaiteR ReynoldS | capacity and is at the heart of the progressive actions of the Authority. |
| Ex-Officio Member City Liaison | Tyrone Evans has served the board as an active board member and is engaged and an integral part of our board. |
| Jonathan Jackson Executive Director | The board appreciates the support given to the Authority from Baldwin County and believes it is in the best interest of continuing to move |
| Kevin Brown Counsel | forward with these two re-appointments. Both have indicated their willingness to serve again. Sincerely , |



Baldwin County Business Services

1601 N Columbia St, Suite 200
Milledgeville, Ga 31061
Phone: 478-445-4205
permits@baldwincountyga.com

2022 Occupational Tax Application

Item 9.

Cash or checks, made payable to Baldwin County Business Services, are due with completed application.

TYPE OF REGISTRATION

- ☐ Home Office
- ☐ Commercial
- ☐ Industrial
- ☐ Online

TYPE OF BUSINESS

- ☒ New
- ☐ Renewal
- ☐ Closed (Date Closed: _____)

TYPE OF OWNERSHIP

- ☐ Sole owner
- ☐ Corporation
- ☒ LLC / LLP
- ☐ Non - Profit (Paperwork must be present.)

BUSINESS INFORMATION

Business Name: Discount Tobacco
Business Location: 1300 N Columbia St, Milledgeville, GA 31061
Business Telephone #: 478-231-7643 Everify # (If applicable): _____
Business Description: Grocery Store

OWNER INFORMATION

Owner Name: Shikam Dave
Mailing Address: _____
City, State, Zip: _____
Telephone #: _____ Driver's License #: _____ State License # (If applicable): _____
Email: JP smoke 24 @ gmail . com

TOTAL # OF EMPLOYEES

CHECK

FEES DUE

NOTES

OFFICE USE ONLY

Application Fee (New businesses only)

(☒)

\$25.00

1-3

()

\$100.00

4-9

()

\$200.00

10-19

()

\$350.00

20-29

()

\$500.00

30-39

()

\$800.00

40-49

()

\$1000.00

50+

()

\$1500.00

Late Fee (Penalty of \$25.00 applied on March 2nd)

()

\$25.00

** I agree to abide by all the laws of the State of Georgia and Baldwin County concerning the sales of any merchandise, product or service for which this license is issued. I understand that the premises must meet all the building and life safety codes and as an applicant I am subject to a criminal background check and if any information given on this application is misrepresented the license may be revoked. **

SIGNATURE

DATE

1-23-24

OFFICE USE ONLY

FIRE DEPT

LAND USE ADMIN / BUILDING OFFICIAL

COMMISSIONERS APPROVAL

[] Approved

[] Denied

[] Approved

[] Denied

[] Approved

[] Denied

Signature

Date

Signature

Date

Signature

Date

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this ____ day of _____, 2024, by Baldwin County (hereinafter the "County") and Glover Enterprises, LLC ("Glover").

WITNESSETH:

WHEREAS, the County leases from the State of Georgia (the "State") the tract of land located at 59 GA-22, Milledgeville, Georgia 31061, located in Land Lot 253 of the 2nd District of Baldwin County Georgia containing 3.0 acres (hereinafter referred to as the "Property").

WHEREAS, Glover has approached the County to donate personal services to construct a trail for hiking and biking (the "Trail") on the Property;

WHEREAS, Glover will need to enter onto the Property to construct the Trail;

WHEREAS, on March 6, 2024, the State consented to the construction of the Trail on the Property, in accordance with the specifications attached hereto as **Exhibit "A"**;

WHEREAS, the County and Glover have reached an agreement to grant Glover a right of entry to allow Glover to enter onto the Property for the sole purpose of constructing the Trail in accordance with **Exhibit B**.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and the other good and valuable consideration referenced in this Agreement, the County agrees to grant to Glover, its employees, agents, representatives, volunteers, and independent contractor's permission to enter upon the above described Property for the purposes set forth herein below and under the following terms and conditions:

1.

The above preamble is hereby incorporated herein.

2.

The County does hereby grant to Glover and its agents, representatives, employees, volunteers, and independent contractors the right to enter the Property for the purpose of constructing the Trail. The Trail will be constructed in accordance with those specifications provided for in the attached **Exhibit A**. The Trail will be constructed in the area shown in the attached **Exhibit B**.

3.

Glover is constructing the Trail solely at its own expense. The Parties understand that the County shall bear no responsibility for any cost or expense associated with construction of the Trail, unless expressly stated herein. Nothing in this Agreement shall be construed so as to make the County responsible for any liability or expense associated with construction of the Trail, unless expressly stated herein.

4.

In the event Glover needs in-kind services in the form of personal services provided by the County to construct the Trail, Glover shall provide written notice of the need for same to the County. In the sole discretion of the County Manager, the County may provide such in-kind services. However, nothing in this Agreement shall impose a duty or requirement for the County to provide such in-kind services.

5.

In constructing the Trail, Glover agrees to observe and obey all laws, ordinances, rules, and regulations promulgated and enforced by the County and any other authority having jurisdiction over the Property or other matters described in this agreement.

6.

Glover, its members, officers, employees, and agents shall not discriminate against any person or class of persons due to race, color, sex (including pregnancy, sexual orientation, or gender identity), religion, age, handicap, marital status, citizenship, or national origin providing the services described in this agreement or in use of the Property provided for the public, in any manner prohibited by State or Federal law.

7.

Glover does hereby agree to defend, indemnify, and hold harmless the County, its commissioners, employees, representatives, and agents from and against any and all losses, third party claims, demands, damages, liabilities, costs, and expenses caused by, relating to, or arising out of any act or omission by Glover, its members, officers, employees, agents, volunteers, subcontractors, or representatives in any way attributable to or arising out of the use of this right of entry, construction of the Trail, or any performance or non-performance of its obligations under this agreement, regardless of whether same results from the claimed or actual, sole or joint, negligence of Glover.

8.

This agreement shall terminate absolutely and without any further obligation on the part of the County at the close of the 2024 calendar year (December 31, 2024) or at the time the Trail is completed, whichever occurs first. The Trail shall be considered complete at such time as the County Manager delivers written notice of the same to Glover.

9.

At any time, either party may terminate this agreement without cause by providing thirty (30) days' written notice to the other party.

10.

Nothing in this agreement will in any way be construed to appoint or employ Glover or any of its employees, officers, agents, volunteers, or subcontractors as an employee, agent, or

representative of the County. This agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.

11.

Glover agrees to obtain liability insurance at its own expense, with Baldwin County, Georgia by and through the Baldwin County Board of Commissioners shown as a named additional insured, as follows:

Bodily Injury: \$1,000,000.00 each occurrence and \$100,000.00 per person

Property Damage: \$1,000,000.00 each occurrence and \$100,000.00 per person

Upon execution of this agreement, Glover shall supply the County with certificates of insurance issued by the insurer for each of the above-described policies of insurance.

12.

If any term, covenant, or condition of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant, or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant, or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

13.

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.

14.

Any changes, amendments, or modifications to this agreement must be in writing, signed by both parties, and duly adopted by the Board of Commissioners of Baldwin County.

15.

Time is of the essence of this agreement.

16.

No right or obligation under this agreement may be assigned, delegated, or transferred by one party to a third party without the express written consent of the other party. Any attempted or purported assignment, delegation, or transfer without such consent shall be considered null and void.

17.

For purposes of this agreement, any notice to be given in writing to Glover shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to Glover's address as follows:

Thomas E. Glover, III
Glover Enterprises, LLC
291 W. Lakeview Dr., NE
Milledgeville, GA 31061

Similarly, any notice to be given in writing to the County shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

County Manager
Baldwin County, Georgia
Baldwin County Government Building
1601 North Columbia Street
Suite 230
Milledgeville, GA 31061

18.

This agreement is made and delivered in the State of Georgia and the parties hereto expressly agree that this agreement is to be performed in the State of Georgia and that this agreement shall be construed and enforced according to the laws of the State of Georgia.

19.

Both parties have participated fully and equally in the negotiation and preparation of this agreement. This agreement shall not be more strictly construed, nor any ambiguities in this agreement resolved, against either the County or Glover.

20.

In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

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

BY: _____

Its: _____

Signed, sealed, and delivered

This _____ day of _____ 2024.

In the presence of:

Witness

Notary Public {SEAL}

My Commission expires: _____

Glover Enterprises, LLC.

BY: _____

Its: _____

Signed, sealed, and delivered

This _____ day of _____ 2024.

In the presence of:

Witness

Notary Public {SEAL}

My Commission expires: _____

EXHIBIT A

The Walter B Williams trail system will consist of approximately 8 miles of trail that includes a 6-mile high school loop, a 5 mile middle school loop and a 2.5 mile lower school loop and a 3.1 mile cross-country suitable loop with emergency access designed so that any point on the trail is easily accessed by emergency response UTVs. There will be 5 wooden bridge structures built as part of this project and 6 culvert crossings where trail or access roads cross existing drainage ditches. All bridges and culvert crossings will be 8' in width and constructed to handle UTV equipment. Bridges will include railings and be covered with roofing shingles for extra traction. Signage will be installed with geo-located waypoints and directional signs throughout the trail system. A trailhead kiosk will also be constructed with a trail system map and informational details.

Total construction cost is estimated to be \$153,000 (\$19,125 per trail mile). The GMC Prep, Bartram Blazers and Augusta Composite GCA teams will be partnering to provide volunteer labor alongside Bike Walk Baldwin and the Baldwin County Government. Baldwin County Government will also provide the equipment to construct the emergency access roads and the culvert ditch crossings.

Wal B Williams Park Trails

WBW Trail

All items

Red Hill Loop

All items

