



# BALDWIN COUNTY REGULAR MEETING

December 17, 2024

1601 N Columbia St, Suite 220

6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

1. Emergency Management Award of Recognition.
2. Airport Update

### APPROVAL OF MINUTES

3. Approve December 3, 2024 regular and executive session minutes.

### ADMINISTRATIVE/FISCAL MATTERS

4. Authorize an agreement with Qualite for ballfield lighting - County Manager
5. Authorize an Agreement with Nicolosas' Catering and Concessions, LLC for concession stands - County Manager
6. Victims of Crime Acts Assistance grant from the Criminal Justice Coordinating Council - Assistant County Manager
7. GEFA Loan - Assistant County Manager
8. County Manager Employment Agreement - County Attorney
9. GDOT Airport Drainage Study - County Manager
10. Appoint Development Authority of Milledgeville/Baldwin County members - County Manager
11. WIOA - Adult Workforce Program - Assistant County Manager
12. WIOA - Dislocated Workers Program - Assistant County Manager
13. Property Purchase and Sale Agreement - County Attorney

[14.](#) Resolution for Moratorium of Subdivision and Commercial Development - County Manager

[15.](#) RAISE Grant - County Manager

**OLD BUSINESS**

**NEW BUSINESS**

**COUNTY MANAGER'S REPORT**

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

**PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS**

**EXECUTIVE SESSION**

17. Executive Session to discuss personnel matter.

**ADJOURNMENT**

**REMINDERS**

December 23, 2024 - 3:00 PM - non-emergency county offices closed for Christmas

December 24 & 25, 2024 - non-emergency county offices closed for Christmas Holiday

January 1, 2025 - New Years Day Holiday

January 7, 2025 - 6:00 PM - Regular Commission Meeting

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

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

# GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Item 1.

**BRIAN P. KEMP**  
GOVERNOR



**JAMES C. STALLINGS**  
DIRECTOR

November 21, 2024

Chairman John H. Westmoreland  
Baldwin County Board of Commissioners  
1601 North Columbia Street,  
Suite 230,  
Milledgeville, GA 31061

Dear Commissioner Westmoreland,

I am writing to express my deepest gratitude for the exemplary leadership and commitment demonstrated by EMA Director Wayne Johnson during the activation and response to Hurricane Helene. His dedication, professionalism, and proactive efforts were invaluable in ensuring the safety and well-being of the State during a time of significant challenge.

Mr. Johnson's assistance to Glascock County, Hancock County, Jefferson County, and Johnson County was vital for the response and recovery of those counties. His leadership was instrumental in minimizing the storm's impact on their residents and infrastructure.

Please convey my heartfelt appreciation to Mr. Johnson for his outstanding contributions. The positive impact of their work reflects not only on them but also on the support of the Board of Commissioners. You should take great pride in having such an exceptional leader serving your community.

Sincerely,

A handwritten signature in blue ink, which appears to be "James C. Stallings".

James C. Stallings

/al



**BALDWIN COUNTY  
REGULAR MEETING  
December 3, 2024  
1601 N Columbia St. Suite 220  
6:00 PM**

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MINUTES

PRESENT

John Westmoreland  
Kendrick Butts  
Sammy Hall  
Emily Davis  
Henry Craig

OTHERS PRESENT

Carlos Tobar  
Dawn Hudson  
Brandon Palmer  
Cindy Cunningham  
Bo Danuser

CALL TO ORDER

Chairman Westmorland called the December 3, 2024 Baldwin County Commissioners Meeting to order at 6:00 PM.

INVOCATION

Commissioner Sammy Hall said a prayer.

PLEDGE OF ALLEGIANCE

Commissioner Westmoreland led the Pledge of Allegiance.

APPROVAL OF MINUES

Commissioner Davis made a motion to approve the November 19, 2024 regular meeting and executive session minutes. Commissioner Butts seconded the motion and the motion was approved unanimously.

Chairman Westmoreland announced that Commissioner Craig was attending the meeting via telephone.

ADMINISTRATIVE/FISCAL MATTERS

Amendment to the Agenda

Commissioner Hall made a motion to amend the agenda to add personnel matters and litigation to the executive session. Commissioner Davis seconded the motion and the motion passed unanimously. The agenda was amended.

Adopt the 2025 Budget

Assistant County Manager Dawn Hudson presented the 2025 Fiscal Year budget for approval. She stated the County must adopt a budget before the beginning of the new fiscal year; the public hearing was held November 19<sup>th</sup> and the budget was made available to the public; there were no changes to the budget that was presented on November 19<sup>th</sup> and all advertising requirements had been met.

Commissioner Butts made a motion to adopt the 2025 fiscal year budget. Commissioner Hall seconded the motion.

Chairman Westmoreland recognized those who signed up to speak on the agenda item.

Maurice Liggins of 103 Pine Ridge Road and owning property at 127 Sidney Butts Road addressed the Commissioners asking if all the districts got an even cut of the budget. Ms. Hudson responded that the budget allocations were not separated into districts.

Desiree Liggins of 103 Pine Ridge Road and 127 Sidney Butts Road addressed the Commissioners regarding the \$7,000 increase in the animal control budget and asked what they could do with \$7,000; there was a discussion about the funding level for the animal control, and the revenues and expenditures of the golf course and the water park. Ms. Liggins stated that something needed to be done about the animal problem, people needed to be made to spay and neuter their pets.

Commissioner Westmorland called for the vote and the budget was approved unanimously.

Fishing Creek Trail Extension – Downtown Connector

County Manager Carlos Tobar stated that this agreement with the Department of Natural Resources was needed to obtain a \$200,000 grant to complete a .57 mile portion of the Fishing Creek Trail at the Oconee River Greenway from Elbert Street to Georgia Military College.

Commissioner Hall made a motion to approve the agreement with the Department of Natural Resources. The motion was seconded by Commissioner Davis. The motion passed unanimously.

T-Mobile Hometown Grant Program

County Manager Carlos Tobar stated this was an agreement with T-Mobile.

Commissioner Hall made a motion to approve the agreement. The motion was seconded by Commissioner Davis and the motion passed unanimously.

Chairman Westmoreland recognized the members who requested to speak on the agenda item.

Maurice Liggins of 172 Sidney Butts Road addressed the Commission asking where the park would be. Mr. Tobar stated it would go in Oconee Heights.

Desiree Liggins, 103 Pine Ridge Road, asked where the historically neglected areas referenced in the grant were located. Mr. Tobar responded that it would be the Oconee Heights Park.

Ballfield Lighting Contract

County Manager Carlos Tobar reported on the bid opening tabulation for ball field lights with Qualite Sports Lighting being the low bid of \$474,418. He stated the references had been checked and he recommended entering into an agreement with Qualite.

There was a discussion about Qualite Sports Lighting Company including their qualifications, they had done work in Georgia, their home location was in Michigan and they specialized in sports fields.

Commissioner Hall made a motion to accept the bid from Qualite Sports Lighting and to offer a contract to provide the lighting at the ball fields in the amount of \$474,418. The motion was seconded by Commissioner Butts and the motion passed unanimously.

Concession Stand Contract

County Manager Carlos Tobar discussed the bid opening for the recreation department concession stand and the two companies that submitted a bid. Mr. Tobar recommended awarding the contract to Out of the Park Concessions.

There was a discussion about the two companies that submitted bids, the percentage of the sales each would pay back to the county and that Out of the Park Concessions provides the concessions.

Commissioner Butts made a motion to accept the bid from Nicolasa’s Catering and Concessions, LLC and offer a contract in the amount 30% of sales. Commissioner Davis seconded the motion and Chairman Westmoreland called for the vote.

Commissioners Butts, Davis and Craig voted aye. Commissioners Hall and Westmoreland voted no.

The motion passed and an agreement was authorized for Nicolasa’s Catering and Concessions, LLC.

OLD BUSSINESS

Commissioner Davis stated a lot if water was running across Emmanuel Harris Road that could be coming off the hill but may be from a pipe, the road also needed to be finished.

Mr. Tobar gave an update of the water park stating the pools were complete and they were working on the bathrooms and concession area. There was discussion about an RFP for concessions and for chemicals for the water park. Commissioner Hall stated they needed to adopt and publicize the rules so people knew the rules, expectations, and cost before the aquatic center opened; they also should start advertising for employees and lifeguards because they did not want the park to be finished and the County not be ready. Commissioner Westmoreland stated they operations should be contracted for at least the first couple of years. Commissioner Davis felt that with all the reputable restaurants in Milledgeville, they would get a good bid for concessions.

Chairman Westmoreland asked for an update on the Board of Elections building and the Board of Elections.

There was a discussion about advertising and hiring a Board of Elections Director and working closely with that person to get the specifications for the elections building, the Board of Elections Director would be hired like any other department head. Mr. Westmoreland stated the Board of Elections needed to be high priority, next year would be the only year they could build this without an election being held.

NEW BUSINESS

Commissioner Davis asked for report on the Waste Management Contract. Mr. Tobar stated the contract expired in 2026.

COUNTY MANAGER’S REPORT

County Manger Carlos Tobar reported on the Thursday design kickoff for the Lee Memorial Library; the road resurfacing had been completed and was waiting for striping; corrections were being made on three streets; the commission voted to move forward on the Fishing Creek project; there was no FHWA contract for Oconee Heights Street Scape project; the airport terminal apron expansion and the lower ramp expansion public hearing would be December 10<sup>th</sup> at 6:00; Real Time Crime Center foundation should begin soon; the utility locates had been called in for the Cooper’s Station storm drain pipe relocation and repairs; Bike Walk Baldwin received a grant for phase 2; the Qualite contract was approved for the ball field lights; everything was in order for the pickleball courts; Harrisburg Park pre-construction meeting had been held and a bid will be received for the design of a new community center; the Oconee Heights playground equipment contract should be signed this week, the Coopers Park rain garden should be constructed in Spring of 2025 and the basketball courts resurfaced and splash pad built by Memorial Day; and scheduling a work session will be scheduled to discuss the Land Development Code.

Commissioner Westmoreland asked for an update on the road resurfacing. Mr. Tobar stated there were three roads being repaired and the rest of the paving was done. There was a discussion about the Log Cabin Road resurfacing, the quality of the surface, and that the contractor was not GDOT certified.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Desiree Liggins, 127 Sidney Butts Road, request a longer public speaking time. She addressed the Commissioners asking when the 2025 list of TSPLOST roads was coming out and questioned the methods for selecting the order of the resurfacing projects.

Maurice Liggins of 127 Sidney Butts Road and 103 Pine Ridge Road addressed the commissioners about road resurfacing and the policies, procedures and process of rating and identifying the roads selected for resurfacing. Mr. Liggins suggested that the Commissioners use computer students from Georgia College and Georgia Military College to help with technology, it was free labor.

There was a discussion about the process of approving roads for resurfacing.

Gerald McBride stated that Ms. Davis had answered his questions.

Representative Ken Vance stated that his term expired January 13<sup>th</sup> and that he enjoyed his time as the State Representative. He stated 23 million dollars had been obtained for Georgia College and Georgia Military College; legislation approved for staggered terms for Commissioners and the establishment of a

Board of Elections, and letters of support for grants had been provided to the county. He stated had enjoyed and had been honored to serve the citizens and this commission. Representative Vance wished everyone well and thanked them for allowing him to serve for the last two years.

EXECUTIVE SESSION

Commission Davis made a motion to go into closed session to discuss property acquisition and disposition, personnel matters and litigation. Commissioner Butts seconded the motion and the motion passed unanimously.

The Commission moved into closed session at 6:48 PM.

RECONVENE

Commissioner Hall made a motion to adjourn the executive session and return to open session. Commissioners Butts seconded the motion and it passed unanimously.

The Commissioners returned to open session at 7:43 PM.

ADJOURNMENT

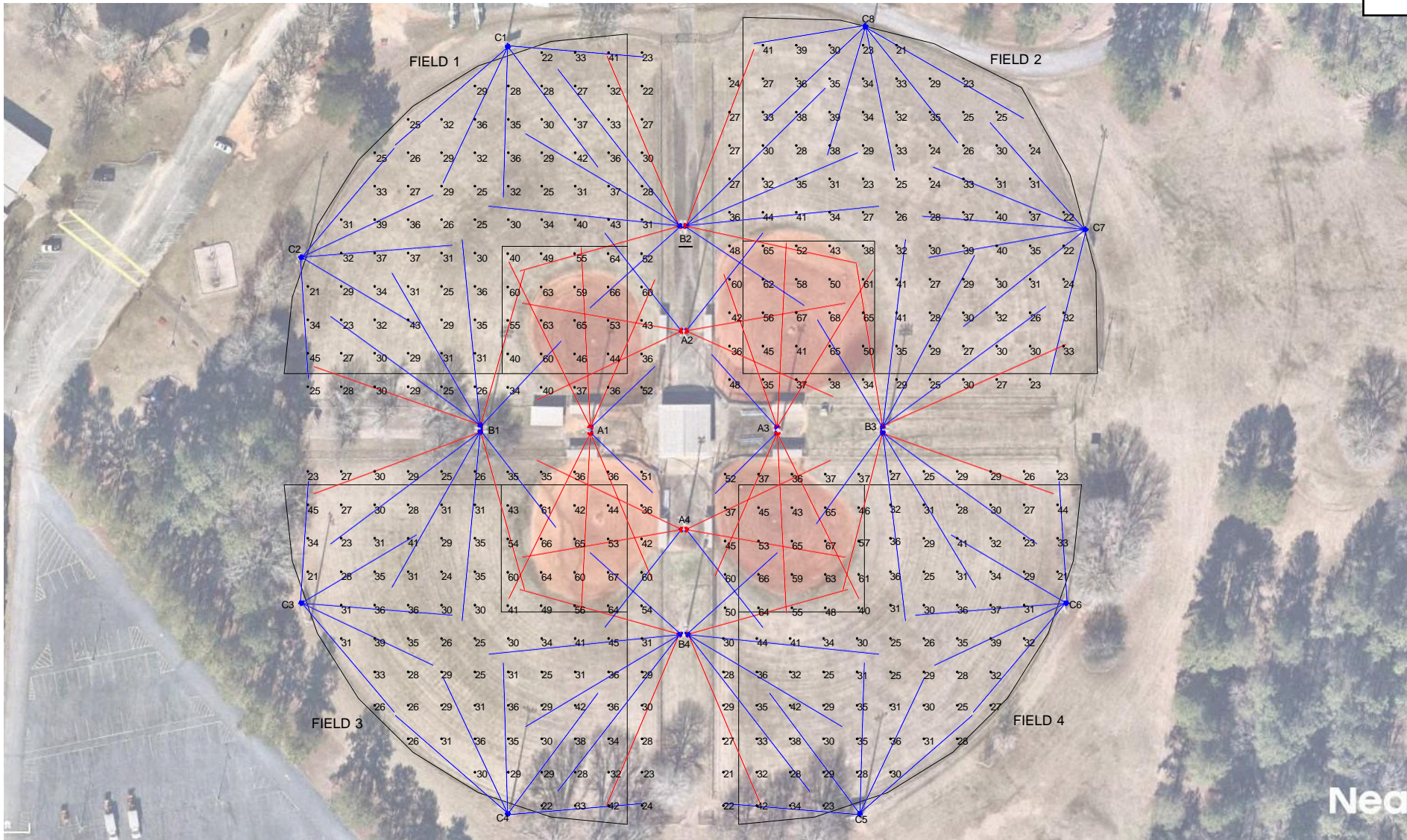
Commissioner Davis made a motion to adjourn the meeting at 7:45 PM. Commissioners Butts seconded the motion and it passed unanimously.

The December 3, 2024 was adjourned at 7:45 PM.

Respectfully submitted,

\_\_\_\_\_  
John H. Westmoreland  
Chairman

\_\_\_\_\_  
Cynthia K. Cunningham  
County Clerk



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



JOB NAME: **WALTER B WILLIAMS JR PARK**

LOCATION: **BALDWIN COUNTY, GA**

REF# QL-23163

REV: D1-A

DESIGNER: BLR

DATE: 11/6/2024



Calculation Summary									
Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
INFIELD 1	Fc	50.9	66	34	1.9	0.20	1.50	25	30x30
INFIELD 2	Fc	50.6	68	34	2.0	0.22	1.71	25	30x30
INFIELD 3	Fc	51.0	67	35	1.9	0.21	1.74	25	30x30
INFIELD 4	Fc	51.5	67	36	1.8	0.20	1.76	25	30x30
OUTFIELD 1	Fc	31.0	45	21	2.1	0.17	1.80	75	30x30
OUTFIELD 2	Fc	30.8	44	21	2.1	0.18	1.68	82	30x30
OUTFIELD 3	Fc	31.0	45	21	2.1	0.17	1.96	75	30x30
OUTFIELD 4	Fc	30.9	44	21	2.1	0.17	1.91	75	30x30

TOTAL Luminaire Schedule					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	36	GC 1300 N2-3_3	GEN 4 LARGE	1330	47880
█	82	GC 1300 NW4-3_3	GEN 4 LARGE	1330	109060

Luminaire Schedule					
Project: A2 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	2	GC 1300 NW4-3_3	GEN 4 LARGE	1330	2660

Luminaire Schedule					
Project: A1 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	6	GC 1300 N2-3_3	GEN 4 LARGE	1330	7980
█	2	GC 1300 NW4-3_3	GEN 4 LARGE	1330	2660

Luminaire Schedule					
Project: A4 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	2	GC 1300 NW4-3_3	GEN 4 LARGE	1330	2660

Luminaire Schedule					
Project: A3 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	6	GC 1300 N2-3_3	GEN 4 LARGE	1330	7980
█	2	GC 1300 NW4-3_3	GEN 4 LARGE	1330	2660

Luminaire Schedule					
Project: B2 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	8	GC 1300 NW4-3_3	GEN 4 LARGE	1330	10640

Luminaire Schedule					
Project: B1 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	8	GC 1300 NW4-3_3	GEN 4 LARGE	1330	10640

Luminaire Schedule					
Project: B4 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	8	GC 1300 NW4-3_3	GEN 4 LARGE	1330	10640

Luminaire Schedule					
Project: B3 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
█	4	GC 1300 N2-3_3	GEN 4 LARGE	1330	5320
█	8	GC 1300 NW4-3_3	GEN 4 LARGE	1330	10640

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JOB NAME: **WALTER B WILLIAMS JR PARK**  
 LOCATION: **BALDWIN COUNTY, GA**  
 REF# QL-23163  
 DESIGNER: BLR

REV: D1-A  
 DATE: 11/6/2024

Existing Poles, Except B2

Luminaire Schedule					
Project: C1 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C3 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C4 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C7 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	6	GC 1300 NW4-3_3	GEN 4 LARGE	1330	7980

Luminaire Schedule					
Project: C2 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C3 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C5 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	5	GC 1300 NW4-3_3	GEN 4 LARGE	1330	6650

Luminaire Schedule					
Project: C8 70'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	6	GC 1300 NW4-3_3	GEN 4 LARGE	1330	7980

Watts Per Pole	
Label	Watts
A1	10640 / 10.6 Kw
A2	7980 / 7.9 Kw
A3	10640 / 10.6 Kw
A4	7980 / 7.9 Kw
B1	15960 / 15.9 Kw
B2	15960 / 15.9 Kw
B3	15960 / 15.9 Kw
B4	15960 / 15.9 Kw
C1	6650 / 6.6 Kw
C2	6650 / 6.6 Kw
C3	6650 / 6.6 Kw
C4	6650 / 6.6 Kw
C5	6650 / 6.6 Kw
C6	6650 / 6.6 Kw
C7	7980 / 7.9 Kw
C8	7980 / 7.9 Kw
TOTAL	156940 / 156.94 Kw

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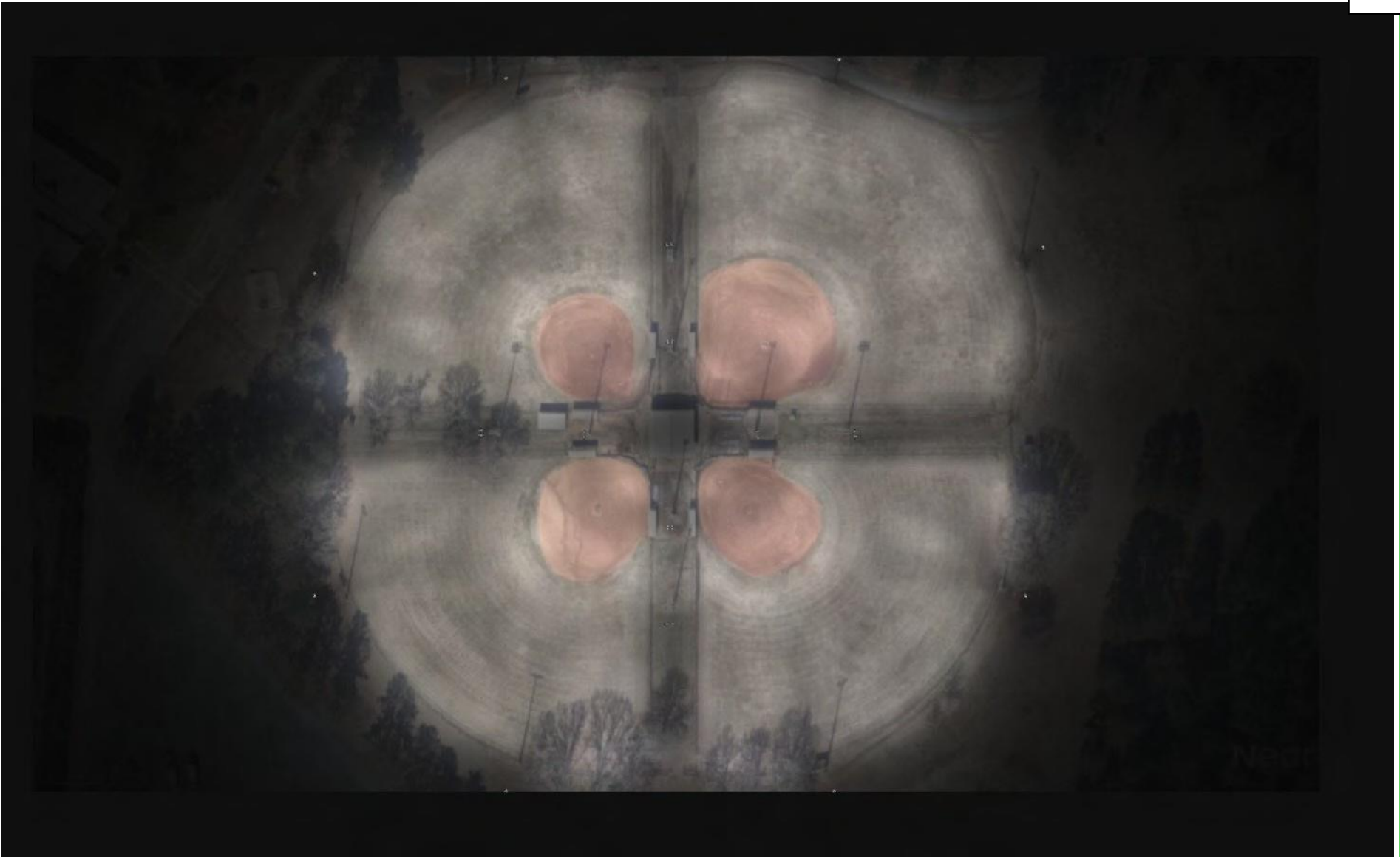
LOCATION: **BALDWIN COUNTY, GA**

REF# QL-23163

REV: D1-A

DESIGNER: BLR

DATE: 11/6/2021



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LOCATION: **BALDWIN COUNTY, GA**

REF# QL-23163

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DESIGNER: BLR

DATE: 11/6/2024

## Quotation

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below

*Sales tax is not included as part of this quotation.*

**Ballfields**  
**Walter B Williams Jr. Park**  
**Milledgeville, Baldwin County, Georgia**

**\$474,418**

## System Includes

- 4 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (4F - 3 Fixtures) Two on Poles A2 and A4.
- 4 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (4F - 4 Fixtures) Two on Poles A1 and A3.
- 6 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F - 5 Fixtures) One on Poles C1-6.
- 10 - GameChanger Gen 4 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. Gen 4 features silicone optics, a protective cover, skived heat sink and individualized visoring on each light engine. UL-Listed driver/distribution cabinet - containing a surge protector and power line filter - that is fully-assembled, fully-wired and to be mounted 10' above grade. (7F - 6 Fixtures) Two on Poles B1-4 and one on Poles C7-8.
- 4 - On/Off GameChanger™ Switch
- 1 - Pole Inspection/Recertification, not included in this proposal but recommended by Qualite Sports Lighting, is estimated at \$2,000 per pole
- 16 - Retrofit Pole Adder
- 4 - Field Audit
- 1 - 25-Year, Maintenance-Free Warranty
- 1 - Project Design & Engineering Services
- 1 - 70' MH Prestressed, dodecagonal, concrete sports lighting pole. EPA of 21. 115 MPH per ASCE 7-10 Risk Cat II. Pole B2.
- 1 - Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
- 1 - Foundation Design

- 1 - Pole-In-Air Installation of GameChanger Lighting and Lighting Poles
- Installation of B2 pole and 12 related fixtures
  - Foundation size to be determined
  - Typical soil/no casing included
  - Proposal includes offloading, assembly and installation of lighting equipment.
  - If geo-tech soil reports are not available from the owner, Qualite can offer these services at an additional cost. If geo-tech is not desirable, the owner will be required to execute a typical soil disclaimer.
  - Foundations priced into this proposal are based off of normal soils. No rock, debris, high water table or impassable materials are included in this cost. If rock or soil that requires casing or mudding is encountered, an additional \$6,500 per pole will be charged. If rocks are encountered, an additional \$500 per foot will be charged.
  - All necessary labor, equipment, insurance and miscellaneous materials are included.
  - Labor is non-union and is based off Fair Labor Rates.
  - Price based on site access sunrise to sundown, 7 days a week, with no work stoppage.
  - Price based off one mobilization.
  - Owner to provide adequate access to site.
  - Due to size and weight of construction equipment, any damage to site due to construction is not included. This includes but is not limited to sod/grass, landscaping, irrigation, curbs, asphalt and concrete.
  - Site electrical, Conduit, distribution panels by others.
  - Pole wiring harness and pole disconnects are included and installed under this agreement.
  - No permits, license or utility costs are included.
- 1 - Retro-Fit Installation
- Proposal Includes removing of existing lighting from pole and placing on site for owner use/removal.
  - Proposal includes offloading, assembly and installation of lighting equipment.
  - Pole wiring harness, pole disconnect included in pricing.
  - All necessary labor, equipment, insurance and misc. materials are included.
  - Labor is non-union and is based off Fair Labor Rates.
  - Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.
  - Owner to provide adequate access to site.
  - Any damage to site due to construction is not included.
  - Use of existing electrical and conduit is assumed and any site electrical shall be by others.
  - Concrete cutting is not included in the cost.
  - Warranty valid as long as existing electrical is acceptable and wiring to poles will pass a basic Meggar test.

## Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- **Controls:** If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- **Warranty:** Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper installation of poles will not be warrantied.
- **Shortages/Freight Damage:** In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- **Replacement Parts:** Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

## Cooperative Purchasing

- **COSTARS:** The Commonwealth of Pennsylvania's Cooperative Purchasing Program. [www.costars.state.pa.us](http://www.costars.state.pa.us). Contract: 014-E22-262.
- **TIPS:** The Interlocal Purchasing System. [www.tips-usa.com](http://www.tips-usa.com). Contracts: Sports Facility Lighting, 21120301, 21120302; Trades, Labor and Materials (JOC), 23010401; Lighting Systems, Parts and Installations, 24060301; and Lighting Systems, and Installations (JOC), 24060302.



Project: Walter B Williams Item 4.  
Date: 11/18/2024  
Location: Georgia  
QL#: 23163D1A-SF9883

### Design Disclaimer

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- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

### Quote and Payment Terms/Delivery of Products

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This quote is valid for 30 days.

The price of concrete poles is also good for 90 days. The price of steel poles is good for 30 days because of changing steel and tariff charges. Thirty percent (30%) of the purchase price will be required at the time of order placement and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products. Delivery of Qualite Sports Lighting products should be expected eight (8) to ten (10) weeks from signed submittal release unless prior arrangements have been made.

Qualite Signature Robert Denning Title VP of Construction Services Date 11/26/2024

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL

Victims of Crime Act Assistance

SUBGRANT AWARD

UBGRANTEE: Baldwin County Board of Commissioners

IMPLEMENTING

AGENCY: Baldwin County BOC

UNDING CATEGORY: Community Based Victim

UBGRANT NUMBER: C23-8-223

FEDERAL FUNDS: \$ 84,011

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 84,011

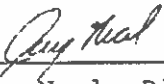
GRANT PERIOD: 10/01/24-09/20/25

ward is hereby made in the amount and for the period shown above for a grant under the Victims of Crime Act of 1984, Title II, of Public Law 98-473. The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee has agreed through the previously executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Victims of Crime Act. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

  
Jay Neal, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official      Date

Date Executed: 11/08/24

\_\_\_\_\_  
Typed Name & Title of Authorized Official

58-6000782-003  
\_\_\_\_\_  
Employer Tax Identification Number (EIN)

\*\*\*\*\*  
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	99999	1	10/01/24	9		**	C23-8-223
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	99999				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	FY23 VOCA Continuation	624.41	\$ 84,011

November 14, 2024

Mr. Carlos Tobar  
County Manager  
Baldwin County  
1601 N. Columbia St  
Milledgeville, GA 31061

Re: Baldwin County – Loan No. DWLSL2023095

Dear Mr. Tobar:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$700,000 on November 14, 2024. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
  - a. GEFA may award your project principal forgiveness in the amount of \$700,000, if all loan funds are drawn.
  - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
2. Origination Fee. The origination fee is payable in one payment of \$0 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.



4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$0 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement.

If you have any questions, please contact me at (404) 584-1075 or [abriscoe@gefa.ga.gov](mailto:abriscoe@gefa.ga.gov).

Sincerely,

*Andrew Briscoe*

Andrew Briscoe  
Project Manager

Enclosures

cc: Matt Smith / Carter & Sloope (w/o enclosures)

## EMPLOYMENT AGREEMENT

### Introduction

This Agreement, made and entered into this \_\_\_\_\_ day of December, 2024 by and between the Board of Commissioners of Baldwin County, Georgia, (hereinafter called "Employer") and Carlos Tobar (hereinafter called "Employee") an individual who has the education, training and experience in the local government management, both of whom agree as follows:

### Section 1: Term

The term of this agreement shall be for one year, beginning on January 1, 2025 and ending on December 31, 2025.

### Section 2: Duties and Authority

Employer agrees to employ Carlos Tobar as County Manager to perform the functions and duties specified in the County Code of Ordinances and to perform other legally permissible and proper duties and functions.

### Section 3: Compensation

Employer agrees to pay Employee an annual salary of \$167,362.00, payable in installments at the same time that the other management employees of the Employer are paid.

### Section 4: Health Insurance Benefits

The Employer agrees to provide and pay the full premium costs for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents equal to the standard option coverage that is made available to all other employees of the Employer.

The Employee shall submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

### Section 5: Vacation, Sick, and Military Leave

A. The Employee shall accrue sick and vacation leave on an annual basis. Vacation leave shall be accrued at the rate of fourteen hours for each month worked. Sick leave shall be accrued at the rate of ten hours for each month worked.

- B. The Employee is entitled to accrue unused leave, according to the terms of the Baldwin County Employee Handbook, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, and other benefits according to the terms of said employee handbook.
- C. The Employee shall be entitled to military reserve leave time pursuant to federal and state law and Baldwin County government policy.

### **Section 6: Retirement**

The Employer has adopted a qualified senior management 401(a) defined contribution plan offered through ACCG for the Employee in the form of a money purchase plan to which the Employer shall contribute an amount of \$10,000.00 annually.

The Employee may make additional contributions to this 401(a) plan. The Employer shall match contributions made by the Employee with the matching amount not exceeding 5% of the Employee's base salary for that year.

### **Section 7: General Business Expenses**

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ACCG Annual Conference and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
4. At the beginning of this Agreement, the Employer shall provide to the Employee a motor vehicle for his exclusive use. This motor vehicle may be used by the Employee for any purpose in the confines of Baldwin County. The Employee may use the motor vehicle for work related transportation outside of

Baldwin County. The motor vehicle may not be used for personal non work related transportation use outside of Baldwin County. The selection of the motor vehicle shall be at the discretion of the Employer.

### **Section 8: Termination**

For the purpose of this Agreement, termination shall occur only when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provision of the Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

### **Section 9: Severance**

Severance shall be paid to the Employee when employment is terminated as defined in Section 8. If the Employee is terminated, the Employer shall provide a severance payment equal to three months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated, according to the terms of the Baldwin County Employee Handbook, for accrued sick leave, vacation time, and paid holidays.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

### **Section 10: Resignation**

In the event that the Employee resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

### **Section 11: Performance Evaluation**

Employer shall review the performance of the Employee in September, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed to by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

### **Section 12: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 13: Outside Activities**

The employment provided by this Agreement shall be the Employee's sole employment. With the express permission of the Employer, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

### **Section 14: Indemnification**

Beyond that required under Federal, State, or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of

any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of the any litigation to which the Employee is party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

### **Section 15: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **Section 16: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of Ordinances or any other law.

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.
- B. The Employee shall be subject to the regulations as set forth in the Baldwin County Board of Commissioners Employee Handbook regarding drug and alcohol use.

### **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Baldwin County Board of Commissioners
- (2) EMPLOYEE: Carlos Tobar

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 18: General Provisions**

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on January 1, 2025.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the day first above written.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY BOARD OF  
COMMISSIONERS (SEAL)

BY: \_\_\_\_\_  
John H. Westmoreland  
Its Chairman

ATTEST: \_\_\_\_\_  
Cynthia K. Cunningham  
Baldwin County Clerk

\_\_\_\_\_ (SEAL)  
Carlos Tobar



Revised October 1, 2024

**AGREEMENT  
FOR  
AIRPORT ENGINEERING DESIGN AND/OR PLANNING ASSISTANCE  
BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, Georgia**

**And**

**BALDWIN COUNTY**

**Project Number: AP025-9089-30(009) Baldwin  
PID – T009034**

This Agreement, entered into \_\_\_\_\_, (“Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and BALDWIN COUNTY, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for BALDWIN COUNTY; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (“FAA”) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for BALDWIN COUNTY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

## **ARTICLE I**

### **SCOPE AND PROCEDURE**

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and incorporated as if fully set forth herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

## **ARTICLE II**

### **AUTHORIZATION AND APPROVAL**

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR'S receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the PROJECT until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term set forth in Article XII, whichever comes first.

## **ARTICLE III**

### **COVENANT AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE IV**

##### **SUBCONTRACT AND EMPLOYMENT RESTRICTIONS**

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

#### **ARTICLE V**

##### **REVIEW OF WORK**

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

#### **ARTICLE VI**

##### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR'S negligent acts, errors or omissions in the performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

The SPONSOR shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR'S contractors or subcontractors.

## ARTICLE VII INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):
  - shall, obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
  - OR
  - is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VII (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:
  - i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
  - ii. Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."
  - iii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
    - a. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

- b. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - c. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
3. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
4. The insurance certificate must provide the following:
  - a. Name, address, signature and telephone number of authorized agents.
  - b. Name and address of insured.
  - c. Name of Insurance Company.
  - d. Description of coverage in standard terminology.
  - e. Policy number, policy period and limits of liability.
  - f. Name and address of DEPARTMENT as certificate holder.
  - g. Thirty (30) day notice of cancellation.
  - h. Details of any special policy exclusions.
5. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
6. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

## ARTICLE VIII COMPENSATION

A. Project Costs and the Maximum Not to Exceed Amount. The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT shall be as follows:

The Maximum amount that the DEPARTMENT shall be obligated to pay is \$235,019.43. The total estimated cost of the PROJECT is TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED EIGHTY-THREE and 76/100 Dollars (\$256,283.76). This amount may be comprised of a combination of the following AIP and or AIG funds, and or state funds, as set forth specifically below. The total estimated cost of the PROJECT as described herein is shown in Exhibit B, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that if the sum total of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual PROJECT cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit B, whichever is less.

- (a) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:
1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the PROJECT as summarized in Exhibit B.
  2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the PROJECT as summarized in Exhibit B.
  3. It is further understood the SPONSOR'S local share of the PROJECT is in the amount of ZERO and 00/100 Dollars (\$0.00).
- (b) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58,

Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is TWO HUNDRED THIRTY-FIVE THOUSAND NINETEEN and 43/100 Dollars (\$235,019.43) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of FOUR THOUSAND THREE HUNDRED SIXTY-FOUR and 04/100 Dollars (\$4,364.04) for the Project as summarized in Exhibit B.
  2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO HUNDRED THIRTY THOUSAND SIX HUNDRED FIFTY-FIVE and 39/100 Dollars (\$230,655.39) for the Project as summarized in Exhibit B.
  3. It is further understood the SPONSOR'S local share of the project is in the amount of TWENTY-ONE THOUSAND TWO HUNDRED SIXTY-FOUR and 33/100 Dollars (\$21,264.33).
- (c) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the state funds are allocated and shall apply as follows:
1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is ZERO and 00/100 Dollars (\$0.00) as summarized in Exhibit B. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its percentage or pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Schedule of Payments (Exhibit B), whichever is less.

2. It is further understood that the SPONSOR'S local share of the Project is in the amount of ZERO and 00/100 Dollars (\$0.00).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

## **ARTICLE IX MONTHLY PAYMENT**

Payments by the DEPARTMENT shall be made upon the submission of a monthly and itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for PROJECT accomplishments in accordance with PROJECT progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

## **ARTICLE X FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of

compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT'S approval will be withheld only upon good and valid cause being



shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

## **ARTICLE XI**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XII**

### **TERM AND TERMINATION**

The Term of this Agreement shall be two (2) years from the Effective Date (the "Term"), unless terminated earlier in accordance with this Article XII (Term and Termination).

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

**ARTICLE XIII**  
**PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Georgia Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSOR.

**ARTICLE XIV**  
**SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between

the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

## **ARTICLE XV CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia. All suits arising out of or related to this Agreement shall be filed in the Superior Court of Fulton County.

## **ARTICLE XVI AUDIT REQUIREMENTS**

- A. State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit H, which is hereby made a part of this Agreement, as if fully set out herein.
- B. Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

## **ARTICLE XVII COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-29 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.

- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 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, as stated in Exhibit D of this Agreement.
- D. Pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the "Georgia Security and Immigration Compliance Act" have been complied with in full, as stated in Exhibit I of this Agreement.
- F. IT IS FURTHER AGREED that SPONSOR shall comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit J of this Agreement.
- G. IT IS FURTHER AGREED that SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit L of this Agreement.
- H. Exhibits A through L are attached hereto and incorporated herein by reference.
- I. It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.
- J. It is FURTHER AGREED that the SPONSOR shall comply with the "Special Conditions" as stated in Attachment 1.
- K. FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsors Assurances, attached hereto and incorporated herein as Exhibit K, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

- L. **FAA Certifications.** Prior to the issuance of the Notice to Proceed ("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications as requested by the DEPARTMENT. SPONSOR shall comply with all requirements where necessary and as required therein.
- M. It is FURTHER AGREED that the SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable grant conditions.

**ARTICLE XVIII**  
**MISCELLANEOUS**

- A. **Assignment.** Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.
- B. **Non-Waiver.** No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by another Party with the terms and conditions of this Agreement.
- C. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.
- D. **Time of the Essence.** All time limits stated herein are of the essence of this Agreement.
- E. **Preamble, Recitals and Exhibits.** The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.
- F. **Severability.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. **Captions.** The brief headings or titles preceding each provision hereof are for purposes of

identification and convenience only and should be completely disregarded in construing this Agreement.

- H. Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
- I. Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- J. No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- K. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

BY:

GEORGIA DEPARTMENT OF  
TRANSPORTATION:

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER

ATTEST: \_\_\_\_\_

BALDWIN COUNTY:

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRINTED NAME

THIS CONTRACT APPROVED BY:

BALDWIN COUNTY

AT A MEETING HELD AT:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
FEDERAL ID/IRS#

STATE OF GEORGIA

\_\_\_\_\_  
(Political Subdivision)

BE IT RESOLVED by \_\_\_\_\_ and it is hereby resolved, that an agreement, relative to airport engineering for \_\_\_\_\_ with the Department of Transportation, State of Georgia and that the Honorable \_\_\_\_\_, as \_\_\_\_\_ is hereby authorized and directed to execute the same for and on behalf of the \_\_\_\_\_  
(Political Subdivision)

Passed and adopted, on this \_\_\_\_\_.

ATTEST

\_\_\_\_\_  
Clerk of (Political Subdivision)

\_\_\_\_\_  
Contracting Official & Title

STATE OF GEORGIA

\_\_\_\_\_  
(Political Subdivision)

do hereby certify that I am custodian of the books and records of \_\_\_\_\_, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the \_\_\_\_\_ on the date indicated above.

Witness by hand and official signature on \_\_\_\_\_.

\_\_\_\_\_  
Clerk of (Political Subdivision)



**BALDWIN COUNTY REGIONAL AIRPORT (MLJ)  
MILLEDGEVILLE, GA**

**EXHIBIT A  
SCOPE OF WORK**

**AIRPORT DRAINAGE STUDY; LOWER HANGAR DEVELOPMENT and APRON  
EXPANSION, ENVIRONMENTAL ASSESSMENT**

**GDOT PROJECT NUMBER AP025-9089-30(009) Baldwin  
PID - T009034**

**AIRPORT DRAINAGE STUDY**

A full airport drainage study will be prepared for Baldwin County to evaluate the existing drainage network and troubled stormwater areas around the airport and potential increases in runoff due to future development.

The engineering services will include the following elements of work:

- **Element 1 – Project Formulation.** Shall include the preparation of work scope, fee, scoping meeting with Owner and GDOT, and funding assistance. Prepare and coordinate subconsultant scope/fee.
- **Element 2 – Survey Work.** Shall include a topographic survey of all low drainage areas on airport property as well as both upstream and downstream from any drainage structure entering and leaving the airport property. Survey services also include locating all drainage structures and pipes in and around airport property. In addition, all BMP devices left in place from past projects or installed previously because of drainage issues will be identified. All survey shall meet, at a minimum, Chapter 180-7, "Technical Standards for Property Surveys", of Rules and Regulations of the State of Georgia. The study will also utilize past airport project surveys and as-built data to reduce the amount of new survey required.
- **Element 3 – Drainage Report** will consist of:
  - Identify all points where stormwater is entering and leaving airport property.
  - Inspect ditch, structures, and pipe outfall conditions.
  - Delineate drainage areas for each drainage outfall.
  - Create drainage basin maps for the airport.
  - Calculate land use and determine runoff coefficients throughout the airport drainage basins.
  - Use TR-55 method to calculate Time of Concentration (ToC) for each drainage basin.

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**EXHIBIT A**

- Calculate max airport runoff for each drainage basin in the 2-,10-,25-,50-,100-year storms.
  - Observe off-site conveyance to Lake Sinclair and calculate existing water quality of runoff.
  - Identify areas with excessive erosion and inspect existing BMPs.
  - Locate areas with potential to add detention ponds within airport property.
    - Provide detailed report about existing drainage conditions on airport property.
  - Provide recommendations on how to address any issues related to drainage and airport runoff due to the future development of airport property according to the Airport Layout Plan (ALP).
- **Element 4 - Coordination, Review and Comments** will conduct a pre-final report conference (virtual) to discuss findings, address all pre-final review comments, coordination with County and GDOT, and publishing a final report.

### **Deliverables**

Deliverables will consist of (1) Drainage Study Report (PDF) to the County for review and comment prior to final report.

### **LOWER RAMP HANGAR DEVELOPMENT and TERMINAL AREA EXPANSION, ENVIRONMENTAL ASSESSMENT**

The planning services will include the following elements of work:

- **Element 1 – Project Formulation** shall include the preparation of work scope, fee, scoping meeting with Owner and GDOT, and funding assistance. Prepare and coordinate subconsultant scope/fee.
- **Element 2 – Environmental Assessment (EA)** to be completed that complies with the requirements and guidelines of Federal Aviation Administration (FAA) Orders 1050.1F and 5050.4B, Airport Environmental Handbook. Task to be addressed include:

**Task 1** – Previously prepared applicable studies for the Baldwin County Airport that relate to the proposed actions of this EA will be reviewed. The Proposed Action, Purpose, Need, and Alternatives will be defined. In accordance with FAA criteria, the proposed actions and feasible and prudent alternative actions will be documented. An explanation of why the proposed actions have been selected and a screening process for other alternatives will be generated. Previous alternatives identified in the Lower West End Hangar Development Study; October 2022 will be used for Task 1. The “do-nothing” or no action scenario will be identified as one of the alternatives. Limited conceptual engineering may be performed to define certain requirements of the proposed development for environmental evaluation. The detailed engineering analysis of the alternatives is beyond the scope of this study.

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### EXHIBIT A

**Environmental Resources and Consequences**

Involves the potential impact categories described in FAA Order 5050.4B to determine if the proposed action may cause any significant impacts, directly, induced, or cumulatively with other development in the area; or what mitigation actions might be included as part of the proposed action to avoid or lessen impacts below the level of significance. The results of this task will be documented in the EA.

The following environmental impact categories will be evaluated:

- A. Air Quality
- B. Biological Resources (including fish, wildlife, and plants)
- C. Climate
- D. Coastal Resources
- E. Dept. of Transportation Act, Section 4(f)
- F. Farmland
- G. Hazardous Materials, Solid Waste, and Pollution Prevention
- H. Historical, Architectural, Archeological and Cultural Resources. A Phase I Cultural Resources Survey will be performed
- I. Land Use
- J. Natural Resources and Energy Supply
- K. Noise and Compatible Land Use
- L. Socioeconomic, Environmental Justice, Children's Environmental Health and Safety Risks
- M. Visual Effects (including light emissions)
- N. Water Resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers). A Wetlands/Streams delineation will be performed.

**Preparation of Preliminary Draft and Final EA for GDOT Review and Approval**

Following completion of all impacts, a Preliminary Draft and Final EA Report and submit to GDOT for review and approval.

**Agency Coordination**

Coordination will be conducted with all external stakeholders, including Federal and State government agencies, Tribal governments, regulatory agencies, and other contractors as needed.

**Task 2 – Participation in Public Hearing** – A Public Hearing will be conducted to include visual aids, handouts, along with attendance of three engineers and three experts well versed in environmental requirements and this project. The Notice of Availability will also include the Notice of a Public Hearing and be advertised for a minimum of thirty days prior to the Hearing date. The EA will be placed on the county's web page and hard copies will be made available for public review. The Notice of Availability will include those locations where the document can be reviewed.

**Task 3 – Environmental Agency Coordination** – As required, coordination will be conducted to include Official Consultation with U.S. Fish and Wildlife Services (USFWS), and/or Georgia Department of Natural Resources (DNR); USACE Approved

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**EXHIBIT A**

Jurisdictional Determination (AJD) Documentation; and USACE Regional General Permitting.

**Element 3 – Project Management/Coordination/Documentation** - Element 3 includes overall project management and coordination of the Preliminary Draft EA, Final Draft and Final EA to Baldwin County and the Georgia Department of Transportation.

Project documentation (deliverables) will consist of:

**Preliminary Draft Submittal to GDOT/Sponsor**

(1) Copy of the Initial Environmental Assessment in pdf format to the Sponsor and GDOT.

**Final Draft Submittal to GDOT**

(1) Copy of the Final Draft Environmental Assessment in pdf format to the Sponsor and GDOT for review.

**Final Submittal to GDOT/Sponsor**

(1) Copy of the Final Environmental Assessment in pdf format to the Sponsor and GDOT for approval.

**Time of Performance**

The time of performance for the EA to be completed is estimated to be 10 months from the time of issuance of Notice to Proceed.

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EXHIBIT A

Arpt Drng S; Lwr Hngr Dev and  
Apn Exp, EA  
Page 4 of 4

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011 REGION: 06

GRANT NO: 11-24-25-06-011  
FAIN: 24A55AT000060

TOTAL FUNDS: \$ 591,875  
Admin not to exceed: \$ 59,188

GRANT PERIOD:  
FROM: 10/1/2024 THRU: 6/30/2026

GRANT YEAR:  
PROGAM TITLE/TYPE: I Adult Program CFDA NO: 17.258

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia  
Title I Executive Director, Office of Workforce Development

I, John Westmoreland (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

12/17/2024

Date of Acceptance

John Westmoreland

Chairperson

Date Executed

Authorized Signature

Chairman

Title (typed)

Technical College System of Georgia, Office of Workforce Development  
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Baldwin County

LOCAL WORKFORCE AREA: 011

REGION: 06

GRANT NO: 31-24-25-06-011

FAIN: 24A55AW000059

TOTAL FUNDS: \$ 557,634  
Admin not to exceed: \$ 55,763

GRANT PERIOD:

FROM: 10/1/2024

THRU: 6/30/2026

GRANT YEAR:

PROGAM TITLE/TYPE: I Dislocated Worker Program

CFDA NO: 17.278

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

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- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia  
Title I Executive Director, Office of Workforce Development

Date Executed

I, John Westmoreland (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

12/17/2024

Date of Acceptance

John Westmoreland

Chairperson

Authorized Signature

Chairman

Title (typed)

## RESOLUTION

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

### WITNESSETH:

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

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

**WHEREAS**, the Board of Commissioners of Baldwin County, Georgia ("the Board of Commissioners") determined that it was in the public interest to dispose of real property located at 136 Felton Drive, Milledgeville, Georgia 31061, being more fully described or depicted in the Purchase and Sale Agreement attached hereto as Exhibit "1" ("Property");

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

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

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

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

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

bidder.

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

SO RESOLVED, this \_\_\_ day of December, 2023.

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
 Honorable John H. Westmoreland  
 Chair, Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
 Cynthia K. Cunningham  
 Baldwin County Clerk

DATE ADOPTED \_\_\_\_\_

[SEAL]



# EXHIBIT 1

## PURCHASE AND SALE AGREEMENT

### A. PURCHASE AND SALE

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

**136 Felton Drive, Milledgeville, Georgia 31061 being more fully described or depicted on Exhibit "A" attached hereto and made a part hereof (the "Property").**

### B. PURCHASE PRICE AND METHOD OF PAYMENT

The purchase price of said property shall be **One Thousand Three Hundred and 00/100 DOLLARS (\$1,300.00)** to be paid as follows:

**By bank wire transfer of immediately available funds.**

### C. REAL ESTATE BROKER/CUMMISSION

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

### D. WARRANTY OF TITLE

Seller warrants that it presently has title to the Property, and at the time of closing, Seller agrees to convey good and marketable title to the Property to Purchaser by a Limited Warranty Deed subject to (1) Easements, plats, covenants, restrictions, right-of-way deeds, agreements, and/or reservations of record, including any declaration of covenants related to a Homeowner's Association or Property Owner's Association; and (2) Any laws, regulations, or ordinances (including but not limited to zoning, building, and environmental matters) as to the use, occupancy, subdivision, or improvement of the Property adopted or imposed by any governmental agency.

### E. CONDITION OF PROPERTY AND INSPECTIONS

The Property is being sold "**AS-IS, WHERE-IS AND WITH ALL FAULTS**" and Seller makes no representations or warranties regarding the condition thereof. Purchaser and Seller agree that all inspections/examinations of all aspects of the Property by the Purchaser and/or her agents and employees have been completed.

F. RESPONSIBILITY TO COOPERATE

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

G. TIME IS OF THE ESSENCE.

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

H. ASSIGNMENT

This Agreement shall insure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns. This Agreement may not be assigned by Purchaser in whole, or in part.

I. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Property.

J. COUNTERPARTS

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

K. SURVIVAL OF AGREEMENT

It is the intent of the parties hereto and as part consideration of this sale that the terms and conditions contained herein shall not survive the closing and shall merge with the delivery of the Limited Warranty Deed to Purchaser, except as noted in Section C herein.

L. WAIVER

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

## M. DEFAULT

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

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

## N. ENVIRONMENTAL REPRESENTATION

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

**NONE**

## O. INTEGRATION; MODIFICATION

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

P. **APPLICABLE LAW AND VENUE**

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

Q. **COUNSEL**

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

R. **SPECIAL STIPULATIONS**

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

1. Closing shall occur on or before January 31, 2025, at the offices of Smith Welch, Webb & White, LLC, 2200 Keys Ferry Court, McDonough, GA 30253, which may at the request of either party be conducted as a "mail-away" closing not requiring representatives of Purchaser and/or Seller to be present.
2. Closing Costs consisting of the following but not limited to: Closing Attorney Settlement or Closing Fees, Transfer Tax, Title Search, Recording Fees, Courier Fees, Post Closing Fees and Title Insurance Premiums shall be paid by the Purchaser at closing.
3. Purchaser and Seller shall be responsible for their own attorney's fees. Purchaser acknowledges that Smith Welch, Webb & White, LLC represents the Seller in this transaction and Purchaser is free to consult with an attorney prior to signing this agreement and any document necessary for closing.
4. Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Seller shall pay such Title Curative Fees.

**[SIGNATURES ON FOLLOWING PAGE]**

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

**SELLER:**

BALDWIN COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

Name:

Title:

Date of Execution:.....

By: .....

Name:

Title:

Date of Execution:.....

**PURCHASER:**

\_\_\_\_\_  
ANNIE GRIFFIN

Date of Execution:.....

**EXHIBIT "A"**

All that tract or parcel of land situate, lying and being in the 321st Militia District of Baldwin County, Georgia and being known and designated as all of Lot Number Fourteen (14), Section VI, of BECKUM HILLS SUBDIVISION, according to a plat made by F.B. Flournoy, Registered Land Surveyor No. 1302, which plat is now recorded in the Office of the Clerk of Superior Court of Baldwin County, Georgia in Plat Book Six (6) at Page 94, and said plat is made a part of this deed by reference.

**A RESOLUTION EXTENDING A MORATORIUM ON COMMERCIAL DEVELOPMENT AND RESIDENTIAL SUBDIVISION DEVELOPMENT FOR AN ADDITIONAL PERIOD NOT TO EXCEED SIXTY (60) DAYS WHILE THE COUNTY CONSIDERS CHANGES TO ITS LAND DEVELOPMENT CODE; TO PROVIDE FOR THE PURPOSE OF THE MORATORIUM, TO PROVIDE FOR FINDINGS OF FACT, IMPOSITION OF MORATORIUM, THE DURATION OF THE MORATORIUM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, Baldwin County has been vested with substantial powers, rights and functions under Article IX, Sec. II, Par. I to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the County;

**WHEREAS**, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other developmental approvals where exigent circumstances exist to warrant the same, pursuant to case law found at City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); Taylor v. Shetzen, 212 Ga. 101 (1955); Lawson v. Macon, 214 Ga. 278 (1958);

**WHEREAS**, the Middle Georgia Regional Commission has worked with County staff to develop District-Based Land Use Codes;

**WHEREAS**, County staff is in the process of reviewing and preparing recommended changes to the County’s Land Development Code;

**WHEREAS**, the Board of Commissioners of Baldwin County, Georgia (“the Board of Commissioners”) is, and has been, interested in developing a cohesive and coherent policy regarding development in the County, and has intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole;

**WHEREAS**, the Board of Commissioners has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, and the general welfare of the community and other public requirements;

**WHEREAS**, it is the belief of the Board of Commissioners that the concept of “public welfare” is broad and inclusive and includes, but is not limited to, the valid public objectives of aesthetic conservation, preservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving existing neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County;



**WHEREAS**, the Board of Commissioners' desire to review and revise its Land Development Code necessitates a limited cessation of commercial and residential subdivision development and finds that such limited cessation is reasonable and in the public interest;

**WHEREAS**, on November 5, 2024, the Board of Commissioners imposed a moratorium on development permits, variances, or licenses or other permits of any kind pertaining to commercial or residential subdivision development; and

**WHEREAS**, the Board of Commissioners have determined that it is necessary to extend the moratorium for an indefinite period not to exceed sixty (60) days from the effective date of this Resolution, to allow the County Manager and staff to continue to study, review, evaluate, and devise a recommendation to the Board of Commissioners and for the Board of Commissioners to adopt revisions to the County's Land Development Code.

**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. **Findings of Fact.** The Board of Commissioners hereby makes the following findings of fact:
  - a. It appears that the County's Land Development Code is in the process of being reviewed and revised by the County;
  - b. The County's ongoing revision of its Land Development Code requires a limited cessation of the application and issuance of any development permits, variances, or licenses or other permits pertaining to commercial or residential subdivision developments;
  - c. It is necessary and in the public interest to delay, for a reasonable time, the processing of applications for and the issuance of any development permits, variances, or licenses or other permits pertaining to commercial or residential subdivision developments to ensure that the same are consistent with the long-term planning objectives of the County.
3. **Moratorium on Commercial Development and Residential Subdivision Development.** The County does hereby extend the moratorium for an indefinite period, not to exceed sixty (60) days from the effective date of this Resolution, to allow the County Manager and staff to adequately study, review, evaluate, and devise a recommendation to the Board of Commissioners regarding revisions to the County's Land Development Code. The duration of this moratorium shall be until the Board of Commissioners adopts a revision of the County's Land Use Code or until the expiration of sixty (60) days from the date of adoption of this Resolution, whichever first occurs; or until such time as may be later set by the County.

During the moratorium period, no applications for any development permits, variances, or licenses or other permits of any kind shall be accepted by the County or any of its

Departments, Boards, or Committees pertaining to commercial or residential subdivision developments to be located or operated on any property located within the unincorporated area of Baldwin County, Georgia. Any such applications tendered and/or submitted to the County or any Department, Board, or Committee during this moratorium period shall not be accepted, considered, nor acted upon by the County, nor any Department, Board, or Committee thereof. Should an application be accepted, in error, during the moratorium period, such application shall be deemed null and void and have no effect whatsoever and shall constitute no assurance of any right to engage in any act or action related to the development of commercial or residential subdivision developments. Reliance on any such permit shall be unreasonable.

This moratorium shall have no effect upon approvals of permits for commercial or residential subdivision developments previously issued or as to development plans previously approved by the County prior to the effective date of this Resolution. Property owners who claim to have a vested right, pursuant to the laws of the State of Georgia, to obtain a permit for commercial or residential subdivision development must submit a written application for exception to the County Manager for submission and consideration by the County Land Use Committee. The written application for exception must include verified supporting documentation of the facts and data that support their claim of vested right, and request for exception to the moratorium.

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 \_\_\_\_ day of December, 2024.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

\_\_\_\_\_  
Honorable John H. Westmoreland, Chairman  
Baldwin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Cynthia K. Cunningham  
Baldwin County Clerk

DATE ADOPTED \_\_\_\_\_

[SEAL]

- 1. **Award No.**  
693JJ32540116
- 2. **Effective Date**  
See No. 17 Below
- 3. **Assistance Listings No.**  
20.933
- 4. **Award To**  
  
Baldwin County  
1601 N Columbia St  
Suite 230  
Milledgeville, GA 31061  
  
Unique Entity Id.: DQQFUGRF6MW6  
TIN No.: 58-6000782
- 5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Acquisition & Grants Management  
1200 New Jersey Avenue, SE  
HCFA-32, Mail Drop E62-204  
Washington, DC 20590
- 6. **Period of Performance**  
Effective Date of Award –  
12/1/2027
- 7. **Total Amount**  
Federal Share: \$4,973,368  
Recipient Share: \$0  
Total: \$4,973,368
- 8. **Type of Agreement**  
Grant
- 9. **Authority**  
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2023 (Pub. L. 117-328, Dec. 29, 2022)
- 10. **Procurement Request No.**  
HOFM240061PR
- 11. **Federal Funds Obligated**  
Base Phase \$100,000  
Option Phase 1: \$389,184  
Option Phase 2: \$4,484,184
- 12. **Submit Payment Requests To**  
See Article 18 of the General Terms and Conditions.
- 13. **Payment Office**  
See Article 18 of the General Terms and Conditions.
- 14. **Accounting and Appropriations Data**  
1570C78E50.2023.070RA11500.7001000000.41010.61006600
- 15. **Description of Project:** Oconee Heights Streetscape and Safety Improvements

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

\_\_\_\_\_  
 Signature Date  
 Name: John H. Westmoreland  
 Title: Chairman, Baldwin County Board of Commissioners

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

\_\_\_\_\_  
 Signature Date  
 Name: Travis Wheeler  
 Title: Agreement Officer

## U.S. DEPARTMENT OF TRANSPORTATION

### GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Baldwin County (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Oconee Heights Streetscape and Safety Improvements project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

#### ARTICLE 1 GENERAL TERMS AND CONDITIONS.

##### 1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects,” dated October 1, 2024, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

#### ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A  
ADMINISTRATIVE INFORMATION**

**1. Application.**

Application Title: Oconee Heights Streetscape and Safety Improvements

Application Date: 2/28/2023

**2. Recipient’s Unique Entity Identifier.**

See section 28.3 of the General Terms and Conditions

**3. Recipient Contact(s).**

Carlos Tobar  
County Manager  
Baldwin County, Ga  
1601 N Columbia St, Suite 230  
Milledgeville, Ga 31061  
(478) 445-4791  
ctobar@baldwincountyga.com

**4. Recipient Key Personnel.**

Name	Title or Position
Carlos Tobar	County Manager

**5. USDOT Project Contact(s).**

Travis Wheeler  
Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-41  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-8887  
[travis.wheeler@dot.gov](mailto:travis.wheeler@dot.gov)

and

Division Administrator  
Agreement Officer Representative (AOR)  
Georgia Division Administrator

75 Ted Turner Drive SW, Suite 1000  
Atlanta, GA 30303  
(404) 562-3630  
Georgia.FHWA@fhwa.dot.gov

and

Greg Morris  
Safety, ITS & Traffic Management Engineer  
75 Ted Turner Drive SW, Suite 1000  
Atlanta, GA 30303  
(404) 562-3619  
[greg.morris@dot.gov](mailto:greg.morris@dot.gov)

**6. Payment System.**

USDOT Payment System: DELPHI eInvoicing

**7. Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition  
and Grants Management

**8. Federal Award Identification Number.**

See section 28.2 of the General Terms and Conditions.

**9. Designated Subrecipient.**

Designated Subrecipient: None

## SCHEDULE B PROJECT ACTIVITIES

### 1. General Project Description.

This project will add shared-use paths throughout the Oconee Heights neighborhood and complete sidewalk connections on the exterior streets to ensure connectivity.

Approximately 13,500 linear feet of two-lane roads will be converted into a one-lane road, approximately 2,900 linear feet of new five-foot side walks will be added, along with the installation of approximately 234 new solar-powered lighting fixtures and the replacement of three failing culverts.

### 2. Statement of Work.

Base Phase

Complete NEPA

Option Phase 1:

Complete Final Design

Option Phase 2- Construction:

- Construction of approximately 2,900 linear feet of new sidewalks along Vinson Highway;
- Conversion of approximately 13,500 linear feet of two-lane roads into one-lane roads that will be resurfaced and contain a shared-use path to the following roadways: Edwards Street, Jefferson Street, South Elbert Street, McKinley Street, Horne Avenue, Bell Avenue, and Coombs Avenue;
- Installation of approximately 234 new solar lighting fixtures;
- Replacement of three (3) culverts; and
- Construction of retaining walls Utility Relocation



**SCHEDULE C  
AWARD DATES AND PROJECT SCHEDULE**

**1. Award Dates.**

Budget Period End Date: 12/1/2027

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

**2. Estimated Project Schedule.**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion	4/1/2025
Planned Final Design Completion	12/1/2025
Planned Construction Substantial Completion and Open to Traffic Date:	12/1/2026

**SCHEDULE D  
AWARD AND PROJECT FINANCIAL INFORMATION**

**1. Award Amount.**

RAISE Grant Amount: \$4,973,368

**2. Federal Obligation Information.**

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>		
<b>Portion of the Project</b>	<b>Portion of the RAISE Grant</b>	<b>Obligation Condition</b>
Base Phase: NEPA	\$100,000	
Option Phase 1: Final Design	\$389,184	If the FHWA Georgia Division Office approves the NEPA documents and the Recipient has met all applicable Federal, State and local requirements.
Option Phase 2: Construction	\$4,484,184	If the FHWA Georgia Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

**3. Approved Project Budget.**

**Eligible Project Costs**

	<b>Base Phase: NEPA</b>	<b>Option Phase 1: Final Design</b>	<b>Option Phase 2: Construction</b>	<b>Total</b>
RAISE Funds:	\$100,000	\$389,184	\$4,484,184	\$4,973,368
Other Federal Funds:	\$0	\$0	\$0	\$0
Non-Federal Funds:	\$0	\$0	\$0	\$0
<b>Total:</b>	<b>\$100,000</b>	<b>\$389,184</b>	<b>\$4,484,184</b>	<b>\$4,973,368</b>

Cost Classification Table

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-RAISE Previously Incurred Costs</b>	<b>Eligible Costs</b>
Architectural and engineering fees	\$489,184	\$0	<b>\$489,184</b>
Construction	\$4,076,531	\$0	<b>\$4,076,531</b>
Contingency	\$407,653	\$0	<b>\$407,653</b>
<b>Project Total</b>	<b>\$4,973,368</b>	<b>\$0</b>	<b>\$4,973,368</b>

#### 4. Approved Pre-award Costs

**None.** The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E  
CHANGES FROM APPLICATION**

**Scope:** No changes.

**Schedule:** No changes.

**Budget:** No changes.

**Other:** N/A.

**SCHEDULE F  
RAISE PROGRAM DESIGNATIONS**

**1. Urban or Rural Designation.**

Urban-Rural Designation: Rural

**2. Capital or Planning Designation.**

Capital-Planning Designation: Capital

**3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.**

HDC or APP Designation: Yes

**4. Funding Act.**

Funding Act: IJJA

**5. Security Risk Designation.**

Security Risk Designation: Low

**SCHEDULE G**  
**RAISE PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Milledgeville, GA; Swint Avenue to Vinson Highway; Caraker Avenue to S. Jefferson Street

**Baseline Measurement Date:** 2/15/2026

**Baseline Report Date:** 4/15/2026

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
Bicycle and Pedestrian Volumes	<p>Environmental Sustainability, Mobility and Community Connectivity, Quality of Life</p> <p>Reporting can include both bicycles and pedestrians or be disaggregated by mode that best aligns with project purpose. Count collection should utilize industry standards, such as National Bicycle and Pedestrian Documentation Project methodology, Pedestrian and Bicycle Information Center resources, and protocols included in the FHWA Traffic Monitoring Guide.</p>	Annual
Severe Crashes	<p style="text-align: center;">Safety</p> <p>A severe crash is defined as one that results in a K, A, or B injury code on the KABCO scale. Recommend using state or Tribal crash databases for reporting.</p> <p>The total for the project study area must be reported, but reporting can also be disaggregated by mode (motor vehicles, trucks, bicycles, pedestrians) that best</p>	Annual

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency</b>
	aligns with project purpose. If the project is addressing a grade-crossing (improving or eliminating) then it should also specifically report on the number of severe crashes at the crossing(s).	

**SCHEDULE H**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table are accurate:

x	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. <i>(Describe the expected reductions and how they are achieved in the supporting narrative below.)</i>
	The Project aligns with an applicable State, regional, or local carbon-reduction plan. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. <i>(Describe how in the supporting narrative below.)</i>
	The Project shifts freight to lower-carbon travel modes to reduce emissions. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. <i>(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)</i>
x	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. <i>(Describe the energy efficient investments in the supporting narrative below.)</i>
	The Project redevelops brownfield sites. <i>(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)</i>
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. <i>(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)</i>
	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. <i>(Describe how in the supporting narrative below.)</i>



	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. <i>(Describe those floodplain upgrades in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

The project will add sidewalks and shared-use paths so that residents can move around their neighborhood safely and reduce motor vehicle trips. The survey we performed showed residents would take less motor vehicle trips if the project was built. The Project will therefore reduce transportation-related pollution through the use of less motor vehicle trips and less greenhouse gas emissions.

In addition, the project incorporates energy efficient investments through the installation of new solar-powered lighting fixtures. The solar powered streetlights will not increase the county’s utility bills. The lights will not be connected to the electrical grid.

**SCHEDULE I  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project increases affordable transportation choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project expands active transportation usage. <i>(Describe how in the supporting narrative below.)</i>
	The Project significantly reduces vehicle dependence. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. <i>(Describe how in the supporting narrative below.)</i>
	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. <i>(Describe how in the supporting narrative below.)</i>
x	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transit-oriented development that benefits existing residents and businesses. <i>(Describe how in the supporting narrative below, including a specific description of the benefits to <u>existing</u> residents and businesses.)</i>
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. <i>(Describe how in the supporting narrative below.)</i>
x	The Project proactively addresses racial equity. <i>(Describe how in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>

	<p>The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.</p>

**2. Supporting Narrative.**

This project does anticipate increased active transportation usage due to a reduction in vehicle usage through the project area. As noted earlier, a survey of households in the project area noted that 96 percent would walk or bike more frequently as a result of this project. For 68 percent of respondents, this would be a drastic change, with residents walking twice as much or even “all the time.” For these residents, this represents a mode shift from personal automobiles to active transportation to reach daily destinations, which is proven to have health impacts. The most anybody will have to walk to a grocery store is 0.75 miles. A new community park at 123 Coombs Ave and Wesley Chapel AME will be less than half a mile away from the farthest area in the neighborhood. The Fishing Creek Trail, which will be completed in early 2025 will be only 0.58 miles from the corner of Caraker and Vinson Hwy.

Oconee Heights is the only residential neighborhood in Baldwin County to have multiple pedestrian-related injury crashes. Notably, the project Census Tract is both an Area of Persistent Poverty and a Historically Disadvantaged Community. The neighborhood is 83.3 percent minority and with significant concentrations of poverty throughout. As a result, low-income and minority persons are disproportionately likely to experience pedestrian and vehicle accidents. This project will enhance safety in this neighborhood, which should reduce pedestrian-related injury crashes.

**SCHEDULE J  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. <i>(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
x	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>

	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

The county also is the fiscal agent for WorkSource Middle Georgia, which connects job seekers with career opportunities across Middle Georgia by providing them with access to career services, education, and job training. WorkSource Middle Georgia works to present employers with a pool of skilled local workers. All interested bidders will be required to contact WorkSource Middle Georgia to seek employees for this project.

Baldwin County has a list of Disadvantaged Business Enterprise (DBE) firms it works with already. Additionally, the county has actively sought minority businesses to bid on projects for the county. County Manager Carlos Tobar, who is the employee in responsible charge of the RAISE grant, is also the county’s Disadvantaged Business Enterprise Liaison Officer.

**SCHEDULE K  
CIVIL RIGHTS AND TITLE VI**

**1. Recipient Type Designation.**

Recipient Type Designation: Existing

Existing Award Program: 20.205 Highway Planning and Construction

Title VI Assessment Information. This section is not applicable because the Recipient Type Designation is "Existing."

Baldwin County Projects		Next Phase
<b>Public Buildings</b>		
Memorial Library	HUD released funds. MGRL and Board of Regents to sign contract.	Project kickoff meeting held Dec 5.
<b>Sewer &amp; Water Infrastructure</b>		
Galvanized Water Line Inventory and Replacement Project	Received \$150K grant to inventory galvanized water lines. Received \$700K grant for galvanized water line replacement.	Inventory project has begun. Construction is expected to happen 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 on Dec 17 at Noon at Government Building.	Application is being prepared.
<b>Transportation</b>		
Road Resurfacing	Striping remains.	N/A
Fishing Creek Trail Completion	Bid documents being prepared.	Construction should be complete by June 30, 2025.
Oconee Heights Streetscape	BOC to vote on RAISE agreement on Dec 17	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	RFQ to be issued on December 27.	Deadline for submission of RFQ responses = 01/20/25 Review submissions and develop the short list of 3-5 candidates.
<b>Public Safety</b>		
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.
<b>Recreation</b>		
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.	Lead time is 8 weeks.
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.
<b>Housing</b>		
2024 CHIP Grant	Public Information Meeting on Dec 17 at 1 PM 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.
<b>Administrative</b>		
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 may vote Dec 17, 2024.