



BALDWIN COUNTY REGULAR MEETING

December 16, 2025

1601 N Columbia St, Suite 220

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- [1.](#) December 2, 2025 regular meeting minutes and executive session minutes.
- [2.](#) December 2, 2025 Short Term Rental Public Hearing minutes.
- [3.](#) December 2, 2025 Brooks Farm Road Public Hearing minutes.

PRESENTATIONS

4. Arlene Simmons - Newly Elected City of Milledgeville District 2 Council Member.
5. Jeff Wells - Newly Elected City of Milledgeville District 6 Council Member.

ADMINISTRATIVE/FISCAL MATTERS

- [6.](#) Resolution R-2025-91 - Authorize a Revocable License Agreement with the State of Georgia Properties Commission for access to the Powell Building to conduct Phase 1 and Phase 2 Environmental Site Assessment - County Manager.
7. Resolution R-2025-94 - Adopt 2026 Fee Schedule - County Manager.
- [8.](#) Resolution R-2025-95 - Adopt Fiscal Year 2026 Annual Operating Budget - County Manager.
- [9.](#) Resolution R-2025-96 - Authorize renaming of an abandoned portion of Georgia State Highway 24 at its intersection with the Fall Line Freeway to Brooks Farm Road - County Manager.
- [10.](#) Resolution R-2025-97 - Authorize County Manager Employment Contract - County Attorney.

APPOINTMENTS

11. Sinclair Water Authority

12. Division of Family and Children Services
13. Development Authority of Milledgeville and Baldwin County
14. Middle Georgia Regional Commission

OLD BUSINESS

NEW BUSINESS

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

ADJOURNMENT

REMINDERS

Christmas Holiday - All Baldwin County non-emergency departments will close at 12:00 PM on December 24, 2025 and will remain closed on December 25th and 26th.

Board of Commissioners Meeting - January 6, 2026 - 6:00 PM in Suite 220 of the Baldwin County Government Center located at 1601 North Columbia Street.

Board of Commissioners Meeting - January 20, 2026 - 6:00 PM in Suite 220 of the Baldwin County Government Center located at 1601 North Columbia Street



BALDWIN COUNTY COMMISSIONERS REGULAR MEETING AND PUBLIC HEARING

December 2, 2025

1601 N Columbia St, Suite 220

6:00 PM

Item 1.

MINUTES

PRESENT

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

OTHERS

Carlos Tobar
Brandon Palmer
Bo Danuser

CALL TO ORDER

Baldwin County Board of Commissioners Chairman Andrew Strickland called the December 2, 2025 commission meeting to order at 6:00 PM.

INVOCATION

Jeff Youmans of Brighter Days Ministries offered the prayer, which included a special prayer for former Houston County Commissioner Tom McMichael who recently passed away.

PLEDGE OF ALLEGIANCE

Commissioner Sammy Hall led the Pledge of Allegiance.

PUBLIC HEARING

Budget

Chairman Strickland called the budget public hearing to garner input into the 2026 Fiscal Year Annual Operating Budget to order.

County Manager Carlos Tobar stated the budget was published on the county website and included the general fund, special revenue fund, and enterprise fund. The audit was being completed and if the fund balance went down, the commissioners would have to raise property taxes or some other revenue.

Commissioner Butts asked if the proposed budget was on the website. Mr. Tobar responded that it was posted.

Cindy Humphries addressed the commissioners, stating the budget was hard to find anything on the county website and that work needed to be done to make information more readily available.

There was a discussion about finding information on the website, and the budget was under the news and announcements.

Desiree Liggins addressed the commission questioning the time frame for approving the Trackman system for \$138,000. She felt there was no transparency in spending. She stated that this was a recreational community and there was no industry to support golf, and there were other things that could be done at the recreation department. She also stated they needed to slow down with the spending.

Maurice Liggins addressed the commission, asking if the current millage rate would keep Baldwin County running; he asked if there had been an analysis, plans, or propriety list.

There was a discussion about the budget figures and that the budget figures were the best projections and the procedure for requesting funding. Mr. Liggins asked that expenditures be identified as to where the money was coming from and what the return on investment would be.

Danny Register asked that the adoption of the budget be tabled until the next meeting. Chairman Strickland responded that the budget would not be voted on tonight.

Commissioner Hall made a motion to adjourn the public hearing. Commissioner Davis seconded the motion, and the public hearing was adjourned at 6:15 PM.

PRESENTATIONS

Scott Clack introduced himself and shared other developments he had done in Milledgeville and Baldwin County. He gave a presentation on a proposed rural housing innovation called Frazier Woods, located on Frazier Drive, that would be geared toward providing affordable housing for the workforce with an emphasis on public employees such as first responders, hospital workers, and government employees; it would only be marketed to the public afterward.

Mr. Clack described each condo as being three bedrooms, two and half bath, garage, patio, sidewalks, he discussed a cost range of \$229,000 to \$249,000 cost range for a house, using the Rural Workforce Housing Initiative grant, county input and professionals discounting their service, the cost could be reduced to \$174,900 for workforce employees.

He stated that one of the 4-unit buildings would be donated the Habitat for Humanity.

There commissioners discussed the Frazier Woods development:

- An estimated 1,350 square footage,
- financing through a preferred mortgage company,
- the Dream Down Payment Assistance,
- annual income targets and \$1,100 anticipated monthly mortgage,
- with a property appraisal of \$240,000 there would be equity upon moving in,
- HOA cost, structure and responsibilities,
- parking,
- grant requirements placed on the developer should the condos not be sold, including paying back grant funds and the developer not being able to sell to investors,
- if the community residents wanted the development – Mr. Tobar stated there were mixed reactions,
- the affect the development would have on neighborhood property including increasing property taxes based on an increased valuation,
- Conduction a traffic impact study,
- Lowering the cost per unit by eliminating the garage,
- Allowing the residents of the community who may be renting first priority for purchase. Mr. Tobar responded by giving the list of priority purchases that included residents of Baldwin County districts 1 and 2 having top priority,
- Developer donating 4 units to Habitat for Humanity and Habitat being able to develop 4 unit on their own,
- The developer would have to pay the grant back if a unit was sold to a developer, and protecting the property for home ownership and as rental units.

Mr. Tobar stated there were 90 applicants for 4 Habitat for Humanity Houses. He further stated that the Development Authority county would spend \$125,000 as a cash investment for the grant development; the County would apply for a 2.5 million-dollar One Georgia Authority grant for the water, sewer and roads infrastructure - the county would own and maintain the water, sewer and the roads. He stated the value of waiving water and sewer connection fees and building inspection fees, along with the environmental assessments, the value of the in-kind service was over that \$400,000.

Mr. Tobar felt the County had a strong application.

Commissioner Little shared that the original price was \$209,000 and thanked Mr. Clack for the diligence in bringing the price down to \$174,000.

Commissioner Little welcomed State Senator Rick Williams and Alderman Shonya Mapp as attending the meeting.

County Manager Tobar asked that the Rural Housing Initiative be moved to first on the agenda under the Administrative\ Fiscal Matters.

Commissioner Little made a motion to move the rural housing initiative to the first item under Admirative/Fiscal Matters. Commissioner Davis seconded the motion and the motion passed unanimously.

APPROVAL OF MINUTES

Desiree Liggins requested to speak to address the approval of the minutes and was recognized for comments. Ms. Liggins asked for an explanation on the approval of the Trackman purchase. She felt approval at 11 AM on a weekday lacked transparency.

Commissioner Little made a motion to approve the October 22, 2025 work session minutes. Commissioner Butts seconded the motion and the motion passed unanimously.

Commissioner Hall made a motion to approve the November 4, 2025 regular meeting minutes, work session minutes and executive session minutes, and the November 13, 2025 called meeting minutes and executive session minutes. Commissioner Davis seconded the motion and the minutes were approved unanimously.

ADMINISTRATIVE/FISCAL MATTERS

Rural Housing Initiative

Chairman Strickland read the caption for Resolution R-2025-92 authorizing a Rural Workforce Housing Initiative grant application.

The resolution was presented as follows:

RESOLUTION R-2025-92

A RESOLUTION TO AUTHORIZE SUBMITAL OF A RURAL WORKFORCE HOUSING INITIATIVE GRANT APPLICATION TO THE ONE GEORGIA AUTHORITY

WHEREAS, the Baldwin County Board of Commissioners desire to apply for a Rural Housing Initiative Work Force Housing Initiative Grant for housing at 123 and 179 Frazier Drive.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Submittal. The Board of Commissioners hereby approves the submittal of a Rural Housing Initiative Work Force Housing Initiative Grant Application to the One Georgia Authority.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the One Georgia Authority Work Force Housing Initiative Grant.

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 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

County Manager Carlos Tobar stated that the commissioners had heard the presentation from Mr. Clack, that Rhonda Gilbert would prepare and submit the pre-application and the commissioners would have to vote to enter into a development agreement with the LLC being formed to build the 123 houses at 179 Frazier Drive.

Commissioner Davis made a motion to approve the pre-application for the Rural Housing Initiative. Commissioner Butts seconded the motion and the motion was approved unanimously.

Short Term Rental Ordinance

Chairman Strickland read the caption for Ordinance O-2025-03 authorizing a Short-Term Rental Ordinance.

The ordinance was presented as follows:

ORDINANCE NO. 2025-03

TO AMEND CHAPTER 22 OF THE BALDWIN COUNTY CODE OF ORDINANCES TO ADD ARTICLE VI, ENTITLED "SHORT-TERM RENTALS"; TO PROVIDE FOR CODIFICATION; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE BALDWIN COUNTY BOARD OF COMMISSIONERS HEREBY ORDAINS

SECTION 1. That Chapter 22 of the Code of Ordinances, Baldwin County, Georgia is hereby amended by adding an article to be numbered VI, which article reads as follows:

ARTICLE VI. – SHORT-TERM RENTALS

Sec. 22-160. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bedroom means a room in the residential dwelling unit that meets applicable international code requirements to be used as a sleeping room or bedroom, and is used for no primary purpose other than as a sleeping room or bedroom.

Occupant means a person living in or using a short-term rental as a tenant, or someone who otherwise has occupancy of the short-term rental.

Owner means any person having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or code official of the estate of such person if ordered to take possession of real property by a court. The term “owner” does not include the holder of a nonpossessory security interest in the property.

Property means a residential lot of record on which a short-term rental is located.

Residential Dwelling unit means an enclosure containing sleeping, kitchen, and bathroom facilities designed for and used by one or more persons living together and maintaining a common household. For purposes of this definition, a residential dwelling unit shall include all housing types and shall exclude group living or other lodging uses.

Short-term rental means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for occupancy, lodging, possession, or use for a period of time not to exceed 30 consecutive calendar days. Short-term rental shall not include any residential dwelling unit not regularly offered for rental, which shall be defined as any residence offered for rental less than 14 days in any given calendar year.

Short-term rental agent means a person or organization designated by the owner of a short-term rental on the short-term rental certificate application who, in addition to all other requirements set forth herein, shall constitute the owner’s 24-hour contact and person authorized to accept service of process for short-term rental purposes.

Sec. 22-161. Short term rental certificate.

- (a) *Certificate required.* A separate short-term rental certificate shall be required for each residential dwelling unit operating as a short-term rental. No person shall rent, lease, or otherwise exchange for compensation all or any portion of a residential dwelling unit as a short-term rental, as defined in this section, without first obtaining a short-term rental certificate and complying with the regulations contained in this section. No short-term rental certificate under this section may be transferred, assigned, or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- (b) *Number of certificates.* The county shall not issue more than 150 short-term rental certificates annually. Once the county has issued 150 short-term rental certificates, no additional short-term rental certificates shall be issued for that year.

- (c) *Expiration.* All short-term rental certificates shall expire annually on December 31. Short-term rental certificates shall not automatically renew. Instead, new applications for a short-term rental certificate, accompanied by a fee as set forth by the county board of commissioners' fee schedule, must be submitted annually. Applications for existing short-term rentals will be prioritized over applications for a new short-term rental.
- (d) *Distance Requirements.* No new short-term rental certificate shall be issued for a short-term rental on a property with a boundary line located less than 300 feet from a boundary line of a property with an existing short-term rental. The distance requirement will be measured from the nearest property line of the proposed short-term rental location to the nearest property line of the short-term rental which has a current short-term rental certificate.

Sec. 22-162. Short term rental application.

(a) *Application; fee.*

- (1) An application for a short-term rental certificate shall be submitted, under oath, on a form specified by the chief building official, or his/her designee, accompanied by a fee as set forth by the county board of commissioners' fee schedule, which shall include at a minimum the following information or documentation:
 - a. The name, mailing address, telephone number, and email address of the owner(s) of record of the residential dwelling unit for which a certificate is sought. If such owner is not a natural person, the application shall identify all partners, officers, members, and/or directors of any such entity, including personal contact information;
 - b. The address of the unit to be used as a short-term rental;
 - c. The name, address, telephone number and email address of the short-term rental agent, which shall constitute the owner's 24-hour contact information and who shall:
 - 1. Keep his or her name and emergency contact phone number posted in a readily visible place in the short-term rental;
 - 2. Be reasonably available to handle any problems arising from use of the short-term rental;
 - 3. Appear at the short-term rental within two hours following notification from the chief building official, code enforcement officer, fire marshal, law enforcement officer, or his/her designee, of issues related to the use or occupancy of the property;
 - 4. Be designated by the owner as the person authorized to accept service of process on behalf of the owner of any notice of violation or citation related to the use or occupancy of the property; and
 - 5. Monitor the short-term rental for compliance with this section.
 - d. The owner's sworn acknowledgment that he or she has received a copy of this section, has reviewed it, and understands its requirements;

- e. The owner's agreement to ensure that occupants abide by the restrictions and regulations set forth in this section;
 - f. The maximum day or night occupancy for the property which shall be two persons per bedroom plus two additional persons, up to a total maximum of 12 persons;
 - g. A vehicle parking plan specifying the number and location of parking spaces allotted to the property and indicating designated parking areas. The vehicle parking plan shall be sufficient to allow adequate parking for the maximum day or night occupancy of the property, but in no event shall the vehicle parking plan provide for a parking capacity of more than one vehicle per bedroom plus two additional vehicles;
 - h. If the property has a dock on a lake, a docking plan specifying the number of boats or vessels allowed and location where such boats or vessels may be parked and tied to the dock. The docking plan shall be sufficient to ensure that no boats or vessels block water access to or otherwise interfere with another property owner's dock;
 - i. A copy of a sample rental agreement between the owner and occupant(s) which obligates the occupant to abide by all of the requirements of this section, and other Baldwin County ordinances, state and federal law, and providing that a violation of any applicable laws may result in the immediate termination of the agreement and eviction from the property, as well as potential liability for payment of fines levied;
 - j. Proof of the owner's current ownership of the short-term rental unit; and
 - k. Proof of homeowner's insurance.
- (2) Registration under this Code section is not transferrable and should ownership of a short-term rental change, a new application shall be required, including application fee. In the event of any other change in the information or facts provided in the application, the holder of the short-term rental certificate shall amend the filed application without payment of any additional application fee.
- (b) *Review of application.* Review of an application shall be conducted by the chief building official, or his/her designee, in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state, or federal laws. Any false statements or information provided in the application are grounds for revocation, suspension, and/or imposition of penalties, including denial of future applications. A short-term rental certificate shall not be issued unless the owner demonstrates compliance with the applicable codes.
- (c) *Right to inspect the property.* By submitting an application for a short-term rental certificate, all applicants shall agree to grant the county, through the chief building official and fire marshal, or his/her designees, the right, with reasonable notice to the owner, to inspect the property to determine compliance with this section prior to issuance of a certificate. If the property is found to be in violation of one or more applicable codes or ordinances, the county shall provide written notice of such violation and set a re-inspection date for a violation to be corrected prior to issuance of a certificate.

- (d) *Payment of taxes.* Short-term rentals may be offered to the public for rental following issuance of a short-term rental certificate, receipt of an occupation tax certificate, and payment of any and all applicable state and county taxes. Any taxes owed to the county relating to the lodging of individuals shall be paid to Baldwin County Board of Commissioners at the business services department and any failure to remit the same or to register pursuant to this section shall be subject to the penalties included in chapter 50, article II of this Code of Ordinances. Should an owner fail to pay any taxes owed to the county by the date such taxes become due, the chief building official shall revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.

Sec. 22-163. Short term rental regulations.

- (a) *Regulations for short-term rentals.* Owners, short-term rental agents, and occupants shall adhere to the following requirements:
- (1) Owners and short-term rental agents shall not allow occupants to violate any federal, state, or local law, statute, rule or ordinances, including, but not limited to, sections 10-51, 25-19 and chapter 34-31 of this Code;
 - (2) Owners shall ensure that the residential dwelling unit complies with all applicable technical building and construction codes enumerated under section 18-31 of this Code;
 - (3) Owners and short-term rental agents shall ensure that the residential dwelling unit has smoke alarms installed and maintained to be fully operational at all times. Smoke alarms shall be located in all bedrooms, outside of each separate sleeping area in the immediate vicinity of each bedroom, and on every occupiable level, including basements and attics. Smoke alarms shall be interconnected, such that if one alarm sounds, all alarms will sound;
 - (4) Owners and short-term rental agents shall ensure that all residential dwelling units with an attached garage or containing fuel burning appliances or fuel burning fireplaces have carbon monoxide alarms installed and maintained to be fully operational at all times;
 - (5) Owners and short-term rental agents shall ensure that the residential dwelling unit has a minimum 5 pound ABC fire extinguisher installed, maintained, and fully operational in each kitchen area and on each level of the residential dwelling unit;
 - (6) Owners and short-term rental agents shall ensure occupants do not disrupt or interfere with rights of adjacent property owners to quiet enjoyment of their property;
 - (7) Owners and short-term rental agents shall ensure that day or night occupancy of the property never exceeds two persons per bedroom plus two additional persons, up to a total maximum of 12 persons;
 - (8) Owners and short-term rental agents shall ensure that vehicle parking is consistent with the vehicle parking plan submitted with the short-term rental certificate application. Owners and short-term rental agents shall not allow occupants to park vehicles on any street or road in a manner which could cause safety issues, hinder access to such roadways, or be in violation of any laws, regulations, or ordinances. No person occupying a short-term rental shall park on any other person's property or block the

- driveway of any other person or property owner without permission to do so. Any law enforcement officer may impound any vehicle found parking in such a manner;
- (9) Owners and short-term rental agents shall ensure that there are never more vehicles on the property of a short-term rental than the maximum number specified in the parking plan. Any law enforcement officer or code enforcement officer may order the owners or operators of the excess number of vehicles to remove them from the property and any person refusing to do so may be cited for violating this section;
 - (10) Owners and short-term rental agents shall ensure that all boats and vessels are docked in a manner consistent with the docking plan submitted with the short-term rental certificate application. Owners and short-term rental agents shall not allow occupants to dock or otherwise tie any boat or vessel to the dock of any other property owner without the permission of the property owner, or to block water access to another property owner's dock. Any law enforcement officer or code enforcement officer may order the owners or operators of the boats or vessels docked or moored in violation of this section to move their boat or vessel and any person refusing to do so may be cited for violating this section;
 - (11) Owners and short-term rental agents shall ensure that there are never more boats or vessels docked or moored on a body of water adjacent to the property than the maximum number specified in the docking plan. Any law enforcement officer or code enforcement officer may order the owners or operators of the excess number of boats or vessels to remove them from the dock and any person refusing to do so may be cited for violating this section;
 - (12) Owners and short-term rental agents shall ensure that no occupant goes upon any adjacent property without permission to do so;
 - (13) Owners and short-term rental agents shall ensure that any and all pets present at the property are leashed or contained at all times;
 - (14) Owners and short-term rental agents shall ensure that no occupant sublets the property or any rooms in the residential dwelling unit during rental;
 - (15) Owners and short-term rental agents shall ensure that all external lighting is directed within the parcel and does not impact adjacent properties;
 - (16) Owners and short-term rental agents shall ensure that the property has at least one 95-gallon trash container or appropriate receptacle per four-person occupancy limit;
 - (17) Owners and short-term rental agents shall ensure that all garbage and trash is stored in a trash container or appropriate receptacle and not be placed within or adjacent to any private or public right-of-way for a period of time greater than 48 hours;
 - (18) Owners and short-term rental agents shall place the short-term rental certificate near the front door of the residential dwelling unit in a conspicuous place; and
 - (19) Owners and short-term rental agents shall ensure that occupants do not use the property for any event typically held at an event venue including, but not limited to, weddings, concerts, and large parties.

Sec. 22-164. Citations for violations; revocation of license; penalty.

(a) *Enforcement.*

- (1) Complaints regarding a short-term rental may be provided in writing, by email, through the online code enforcement system, or by telephone to the code enforcement officer, which shall include a description of the complaint and the property address.
- (2) Complaints shall result in a notice of the complaint being directed to the short-term rental agent and owner. The short-term rental agent shall be responsible for contacting the short-term rental occupant to correct the problem.
- (3) If non-compliance with the provisions of this section occurs, the code enforcement officer, fire marshal, or law enforcement officer shall conduct an investigation whenever there is reason to believe that an owner, short-term rental agent, and/or occupant has failed to comply with the provisions of this section. Should the investigation support a finding that a violation occurred, the code enforcement officer, fire marshal, or law enforcement officer shall issue a citation providing written notice of the violation and intention to impose a penalty on the owner and short-term rental agent. The citation may be served on the owner and/or short-term rental agent by personal service on the owner and/or short-term rental agent, and shall specify the facts which, in the opinion of the code enforcement officer or law enforcement officer constitute grounds for imposition of the penalties.
- (4) Citations resulting from the enforcement of this section shall be heard in the Magistrate Court of Baldwin County.

(b) *Violations; revocation.*

- (1) A short-term rental that is determined to be operating without the necessary short-term rental certificate shall subject the owner to a penalty of \$500.00. Each day the short-term rental is rented for accommodation without a certificate shall constitute a separate violation.
- (2) Each day a violation of the provisions of this section continues, after the code enforcement officer, fire marshal, or law enforcement officer notifies the owner and/or short-term rental agent of a complaint, shall constitute a separate violation.
- (3) The penalties for violations of the provisions in this section shall be as follows:
 - a. For the first violation within any 12-month period, the penalty shall be a fine of not less than \$500.00, nor more than \$1,000.00;
 - b. For the second violation within any 12-month period, the penalty shall be a fine of \$1,000.00;
 - c. For the third violation within any 12-month period, the penalty shall be a fine of \$1,000.00; and
 - d. For any violation that occurs when more than a 12-month period has transpired, it shall start again as a first violation.
- (4) Upon a conviction of violation, the chief building official may revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.

- (5) Upon conviction of a third violation within any 12-month period, the chief building official shall revoke the owner's short-term rental certificate and reject all applications for a short-term rental certificate submitted by the owner for a period of 12 consecutive months.
- (6) Notice of revocation of the short-term rental certificate shall be provided by the chief building official to the owner and/or short-term rental agent by personal service, certified mail, or by statutory overnight delivery.
- (7) This code shall not apply to prevent new property owners from submitting an application for a short-term rental if the property is in compliance with all applicable ordinances and all code violations related to the property have been resolved.
- (8) Nothing in this section shall be construed to limit any action by the county health department to seek the remediation of any dangerous condition at the short-term rental or to take any action seeking to protect and preserve against any threat to public safety.

Sec. 22-165. Appeal.

(a) *Appeal rights.*

- (1) A person aggrieved by the chief building official's decision to revoke, suspend or deny a short-term rental certificate may appeal the decision to the county manager.
- (2) The appeal must be filed with the county manager's office in writing, within ten days after receiving notice of the adverse action and it shall contain a concise statement of the reasons for the appeal. The county manager shall hold an administrative hearing in consideration of the appeal and issue a decision within 30 days of receipt of the appeal.

Sec. 22-166–22-180. – Reserved.

SECTION 2.

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

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

C. In the event that any section, paragraph, sentence, clause or phrase of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board of Commissioners that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid,

unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the Ordinance and that, to the greatest extent allowed by law, all remaining Sections, paragraphs, sentences, clauses, or phrases of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 3. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon its adoption by the Chairperson and Board of Commissioners of Baldwin County.

SO RESOLVED, this 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser
Baldwin County Clerk
DATE ADOPTED _____

County Attorney Brandon Palmer reviewed the changes that were made to the ordinance including:

- Creating a new article in Chapter 22 entitled short term rentals,
- Change of name of the article from short term vacation rentals to short term rentals,
- Adding a number of definitions including a definition for bedroom and definitions for the residential dwelling unit,
- Adding a cap on number of certificates to 150 annually,
- Certificates expire at the end of the year but existing but applications would be prioritized,
- Adding a distance requirement of 300 feet from boundary line to boundary line
- Adding Fire Marshal in the enforcement,
- Clarifying the maximum occupancy both day and night at 2 persons per bedroom plus 2 additional persons up to a maximum of 12 persons on the property,
- Granting the County the right to inspect the premises,
- Adding regulations for fire and carbon monoxide alarms, fire extinguishers installed and maintained,
- Requirement for at least one 95 gallon trash containers per every 4 person occupancy limit.

Commissioner Little made a motion to adopt the Short-Term Rental Ordinance. Commissioner Butts seconded the motion and the motion was approved unanimously.

WIOA State Apprenticeship Grant

Chairman Strickland read the caption for Resolution R-2025-85 authorizing a WIOA State Apprenticeship Program.

The resolution was presented as follows:

RESOLUTION 2025-85

A RESOLUTION TO AUTHORIZE AN APPLICATION BE SUBMITTED FOR THE GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT FOR FUNDING THE STATE APPRENTICESHIP EXPANSION FUND PROGRAM FOR THE OF PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2027; AND FOR OTHER PURPOSES

WHEREAS, the Baldwin County Board of Commissioners desire to continue to receive funding from the Georgia Workforce Innovation and Opportunity Act (WIOA) Grant Number SAEF-25-26-06-011 FAIN: 23A60AP000150; and

WHEREAS, the Grant provides funding of \$250,000 for the period of July 1, 2025 through June 30, 2027 from the State Apprenticeship Expansion Program.

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

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

SO RESOLVED, this 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

Carlos Tobar stated the county was the fiscal agent for the Workforce Initiative and had been approved in the past

Commission Little made a motion to approve the grant. Commissioner Davis seconded the motion and the motion carried unanimously.

County Cooperative Extension Service

Chairman Strickland read the caption for Resolution R-2025-86 authorizing a Memorandum of Understanding with the Board of Regents for the Baldwin County Cooperative Extension Service.

The resolution was presented as follows:

RESOLUTION 2025-86

A RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION

WHEREAS, this Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and **Baldwin** County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in **Baldwin** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

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

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

7. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
8. Authorization of Memorandum. The Board of Commissioners hereby authorizes the Memorandum of Understanding with the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension.
9. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Memorandum and to take all action necessary in conformity therewith.
10. 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.
11. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

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

SO RESOLVED, this 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

County Manager Carlos Tobar stated there were no changes to the agreement and an agreement was required to have the county extension office.

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

Recreation Department Concessions

Chairman Strickland read the caption for Resolution R-2025-87 authorizing an agreement with OUTOF THE PARK.INFO, LLC to provide concessions at the recreation department.

The resolution was presented as follows:

RESOLUTION 2025-87

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OUT OF THE PARK.INFO, LLC TO PROVIDE CONCESSIONS AT THE BALDWIN COUNTY RECREATION DEPARTMENT FACILITIES AND FIELDS; AND FOR OTHER PURPOSES.

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

WHEREAS, the County desires to continue to provide concession services to the recreation facilities on Highway 22 and Highway 212 (exclusive of the new water park); and,

WHEREAS, OUT OF THE PARK.INFO, LLC currently provides concession serviced and the Baldwin County Board of Commissioners desire to continue to contract with OUT OF THE PARK.INFO, LLC to provide concessions.

WHEREAS, the aforementioned Agreement for Concession Stand Operator is hereby attached and by reference duly incorporated and made a part of this resolution.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of an Agreement for Concession Stand Operations. The Board of Commissioners hereby authorizes the attached Agreement of Concession Stand Operator.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the Agreement for Concession Stand Operator.
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 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

Maurice Liggins addressed the commission regarding the concessions contract. He asked if this was the same one they tried to get rid of, or if it was a different company.

Commissioner Hall responded that they were not trying to get rid of them. Mr. Tobar responded that the contract terminated at the end of the month and there was no clause to extend it; they were trying to authorize a new contract to coincide with the basketball season, but it was determined that the contract had to run through December 31st. The service went out to bid with the lone response and the contract would start January 1, 2026. The new contract included auto renewals.

There was a discussion about the terms of the contract being articulated, bidding the contract on an annual basis as opposed to having auto renewals, and the contract included the ability to terminate the contract with notice.

Commissioner Little made a motion to approve the agreement with Out of the Park for concessions. Commissioner Butts seconded the motion.

Commissioners Hall, Strickland, Butts and Little voted aye. Commissioner Davis voted no. The motion carried.

Ice at Recreation Department

Chairman Strickland read the caption for Resolution R-2025-88 authorizing an agreement with Ice Risers, LLC d/b/a Kona Ice of Lake Country.

The resolution was presented as follows:

RESOLUTION R-2025-88
A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICE RISERS, LLC
DOING BUSINESS AS KONA ICE OF LAKE COUNTRY

WHEREAS, The Baldwin County Board of Commissioners desire to offer shaved ice to the participants and visitors to the Walter B. Williams Recreation complex; and

WHEREAS, Ice Risers, LLC doing business as Kona Ice of Lake Country currently provides the service; and

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

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Agreement. The Board of Commissioners hereby authorizes an agreement with Ice Risers, LLC doing business as Kona Ice of Lake Country and to provide shaved ice at the Walter B. Williams Athletic Complex.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate this agreement with Ice Risers, LLC doing business as Kona Ice of Lake Country and to take all action necessary in conformity therewith.
4. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision

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

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

SO RESOLVED, this 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

County Manager Tobar asked that the item be pulled and rebid.

Commissioner Little made a motion to remove resolution R-2025-88 from the agenda.
Commissioner Hall seconded the motion and the motion passed unanimously.

CDBG Language Access Plan

Chairman Strickland read the caption for Resolution R-2025-89 adopting the updated Language Access Plan.

The resolution was presented as follows:

RESOLUTION R-2025-89

A RESOLUTOIN TO ADOPT THE UPDATED LANGUAGE ACCESS PLAN AS REQUIRED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ELIGIBILITY

WHEREAS, Baldwin County Board of Commissioners wishes to be in accordance with Title VI non-discrimination laws regarding the provision of appropriate access to services and activities provided by federal agencies and recipients of federal assistance, and

WHEREAS, Baldwin County is in receipt of Housing and Urban Development (HUD) funding through the Community Development Block Grant (CDBG) program, and

WHEREAS, the Georgia Department of Community Affairs (DCA) has encouraged and provided guidance for the adoption of a Language Access Plan (LAP) for Limited English-Speaking Persons (LEP),

NOW, THEREFORE, BE RESOLVED, that Baldwin County has prepared and is updating its adopted Language Access Plan (LAP) related to the awarded FY 2025 CDBG funding of the Sewer and Housing Improvements, and

BE IT FURTHER RESOLVED, that Carlos Tobar, County Manager has been named in the LAP as the LAP Coordinator, and

BE IT FURTHER RESOLVED, that the LAP will be updated as new Census Data regarding LEPs is presented and/or a new CDBG or other Federal grant is awarded and requires the LAP to be updated or revised.

BE IT RESOLVED this 2nd day of December, 2025.

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Baldwin County Board of Commissioners on the date so stated in said Resolution. I further certify that I am Bo Danuser, County Clerk and that said Resolution has full force and effect the 2nd day of December, 2025.

ATTEST: [SEAL]

Bo Danuser, County Clerk
Baldwin County, Georgia

County Manager Tobar stated that only 1% of the county population had limited English skills but this was one of the requirements for grants.

Commissioner Davis made a motion to approve the resolution. Commissioner Butts seconded the motion and the motion passed unanimously.

CDBG Policies and Procedures

Chairman Strickland read the caption for Resolution R-2025-90 adopting the Department of Community Affairs Policies and Procedures for Community Development Block Grants.

The resolution was presented as follows:

RESOLUTION R-2025-90
A RESOLUTION TO ADOPT THE POLICIES AND PROCEDURES AS REQUIRED
FOR PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM

WHEREAS, the Chairman and Commission Members have found it necessary to adopt policies and procedures for the Community Development Block Grant (CDBG) Program Grant Number 25b-y-005-1-6776, and;

WHEREAS, the Chairman and Commission have adopted the Policies and Procedures for the homeowner rehabilitation and reconstruction CDBG in accordance with the requirements of the 2025 CDBG Recipient's Manual, CDBG Housing Rehabilitation Manual, HUD and other required federal and state regulations, and;

WHEREAS, the policies and procedures should be used in conjunction with Baldwin County's approved 2025 CDBG Application, and;

THEREFORE, BE IT FURTHER RESOLVED, by the Chairman and Commission Members that they have adopted the Policies and Procedures in accordance with the requirements of the 2025 CDBG Program Manuals, Housing and Urban Development (HUD) and other required federal and state regulations.

BE IT RESOLVED, by the Chairman and Commission Members and it is hereby resolved by authority of same.

Certified Correct:

Andrew Strickland
Chairman

Attest:

Bo Danuser
County Clerk

Carlos Tobar stated the county had to adopt the policies and procedures for the CDBG; the county was a GICH community and could apply for CDBG annually.

Commissioner Davis made a motion to adopt the resolution. Commissioner Little seconded the motion and the motion passed unanimously.

Revocable License Agreement with State Properties Commission

Chairman Strickland read the caption for Resolution R-2025-91 authorizing a Revocable License Agreement with the State Properties Commission for access to the Powell Building to conduct Phase I and Phase II environmental site assessment.

The resolution was presented as follows:

RESOLUTION R-2025-91

AUTHORIZE A REVOCABLE LICENSE AGREEMENT WITH THE STATE OF GEORGIA PROPERTIES COMMISSION FOR ACCESS TO THE POWELL BUILDING TO CONDUCT PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS

WHEREAS, the Baldwin County Board of Commissioners have been informed of the need for a Revocable License Agreement with State of Georgia Properties Commission in order to conduct Phase I and Phase II Site Assessments of the Powell Building; and,

WHEREAS, the Revocable License Agreement with the State of Georgia will allow named person or persons access to a certain described parcel in the licensed premises.

WHEREAS, the Revocable License Agreement with the State of Georgia Properties Commission is hereby attached and by reference duly incorporated and made a part of this resolution.

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

7. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
8. Authorization of Revocable License Agreement. The Board of Commissioners hereby approve the attached License Agreement with the State of Georgia Properties Commission.
9. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the agreement with the State of Georgia Properties Commission.
10. 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.
11. Repeal of Conflicting Resolutions. Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
12. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

Mr. Tobar discussed sharing a \$1.5 million Brownfield Assessment Grant with Macon-Bibb County with the understanding the properties included in the assessment would be on the Central State Hospital Campus, projects at 179 Frazier Drive, 327 Allen Memorial Drive, and 124 Ogden.

This agreement was for a phase 1 and phase 2 environmental assessment of the Powell Building that would be used in repurposing the Powell Building.

There was a discussion asking why the county was getting involved when the Powell Building was under the Central State Redevelopment Authority and in the city limits. Mr. Tobar responded to questions including that

- the county was trying to be a good neighbor,
- part of the funds would be used for buildings in Baldwin County,
- there was no funding required by the county,
- there was no estimate for the cost at this time but the grant was paying for phase one and phase 2,
- there was no cost to the county, but the grant could be applied somewhere else,
- the State Properties Commission would be responsible for any long-term consequences.

Commissioner Little stated he did not feel clear on how it dealt with the county and the overall goal of the study.

Chairman Strickland stated that this was the biggest piece of blight in the county even if it was on the Central State Hospital Campus and in the city limits but the county was good at writing grants.

Commissioner Butts responded that he did not agree with Commissioner Strickland and the State had more money than the county and he would welcome the state to help with the blight on a state building.

Commissioner Hall stated he was concerned about the long-term consequences and requiring the county to remediate any problems found; he wanted to make sure the county was not bound for future expense.

County Attorney Palmer responded that this was a license agreement giving approval to go onto the property to do the environmental assessments.

Commissioner Little asked if there was an urgency. Mr. Tobar responded that it was a shared grant and he wanted to get as many buildings assessed as possible throughout the county. If something was not done it would become like the worst buildings, if it were repurposed, it would go back on the tax digest and could be hosting for workers in Baldwin County.

There was a discussion about the rehabilitation of the Powell Building; the grant was being administered by the Middle Georgia Regional Commission and contracted with Terracon; the county may be required to pay for any repairs or restoration caused by any damage.

Commissioner Butts made a motion to table the resolution until the next meeting. Commissioner Davis seconded the motion. Commissioners Butts, Hall, Davis, and Little voted aye. Commissioner Strickland voted no. The motion carried.

SCADA Improvements

Chairman Strickland stated that this agenda item was to consider accepting the recommendation from Carter and Sloope to accept the bid from Southern Flow, Inc. and issue a notice of award for SCADA improvements.

Manager Tobar stated SPLOST funds would pay for the SCANA improvement and the bid was recommended to be awarded to Southern Flow, Inc.

Commissioner Butts made a motion to accept the recommendation from engineers Carter and Sloope and to accept the bid from Southern Flow, Inc. and issue a Notice of Award for SCADA improvements. Commissioner Little seconded the motion.

Hall stated the SCADA was something they had to have.

Commissioner Butts stated the current system was outdated and they couldn't get parts; it was an intricate part of trouble shooting problems.

The motion carried unanimously.

OLD BUSINESS

Commissioner Davis announced that the Christmas holiday schedule had been amended to close at noon on Wednesday, December 24th and be closed on Thursday, December 25th and Friday December 26th.

NEW BUSINESS

Commissioner Davis announced World Aids Day and asked for a moment of silence in recognition of the people suffering with the disease and for those who had passed away.

A moment of silence was observed.

COUNTY MANAGER'S REPORT

County Manager's Report for December 2, 2025 that included:

- lingering problems with the paving on Neely Way and Sidney Butts Road, the ends of the road were not suitable for a cul-de-sac; the contractor would put rock base and asphalt in the cul-de-sac and on Neely way,
- Work being done on Harrisburg park sidewalks, driveways, the community center plumbing,
- Grading and forms at the Trackman site were being done,
- 4th CHIP house would be completed this week.

Commissioner Butts asked for an update on the two homes being demolished and rebuilt. Mr. Tobar responded that the action take tonight was necessary, the grant writer would submit it to the Department of Community Affairs and within a month they should have a notice to proceed.

Commissioner Butts asked for an update of the RAISE Grant for road repair. Mr. Tobar responded that the environmental was ongoing; he hoped to have the environmental completed by February, and then they would move to preliminary engineering and design.

Mr. Tobar announced that county employees would be going door to door for the windshield in the Oconee Heights neighborhood to survey for the 2026 application.

Commissioner Butts asked for an update when they would lay the asphalt for the driveway at the Collins P. Lee Center. Mr. Tobar stated he did not have an update but the rock base was done.

Mr. Tobar announced the reveal for the Collins P. Lee Memorial Library design in the January newsletter and anticipated the construction for the interior going out to bid in late February. The county was bidding all aspects of the project.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Joy Moten-Thomas addressed the commissioners thanking Commissioner Strickland, his mother, and Angels in Waiting for the donation of burial clothes to families who lost a child and being a resource for parents as they go through the grieving process.

Commissioner Strickland responded that this was a passion for his mother and grandmother. He thanked them for coming.

Desiree Liggins addressed the commission stating the same gentleman that was proposing the rural housing built a shop in her in-laws neighborhood and no one should have to look at that shop. Ms. Liggins addressed Chairman Strickland encouraging him to show the same respect he showed for people at the lake to brown and African American people – she was asking for equality. Ms. Liggins referenced a flyer and discussed the limits placed on the number of dogs allowed and the income level. She questioned the cost of the golf course and how much additional cost there would be. She asked how the penny tax was going to affect the people of Milledgeville.

Clarence Hall, Lamar Ross, and Randy Johnson presented Vice Chairman Kendrick Butts with a Certificate of Appreciation for his dedicated service to his constituents and the community. Mr. Lamar read the Certificate of Appreciation.

Commissioner Butts was joined at the dais with his family, commissioners, State Senator Rick Williams, Councilwoman Shonya Mapp, and members of the community as he accepted the award.

Maurice Liggins addressed the commissioner about his family property on Sidney Butts Road and the reason Mr. Liggins' grandfather built the road was because the children in Mr. Butt's family were not permitted to cut through a neighbor's farm land to get to the bus and go to school. He stated that is why he was so passionate about the road. He stated the treatment he received at the podium did not go unseen; they had to do for all people. Mr. Liggins stated that if Sidney Butts was not complete by the end of the year, things were going to get uncomfortable. Mr. Liggins references the Frazier Drive development and asked about access.

EXECUTIVE SESSION

Commissioner Little made a motion to enter into Executive Session to discuss personnel and litigation. Commissioner Davis seconded the motion and the motion passed unanimously.

The commissioners moved into closed session at 7:40 PM.

RETURN TO OPEN SESSION

Commissioner Davis made a motion to return to open session. Commissioner Hall seconded the motion and the commissioners returned to open session at 9:23 PM.

ADJOURNMENT

Commissioner Davis made a motion to adjourn. Commissioner Hall seconded the motion and the motion passed unanimously.

The December 2, 2025 commission meeting was adjourned at 9:23 PM.

Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia



**BALDWIN COUNTY COMMISSIONERS
PUBLIC HEARING - SHORT TERM
RENTAL**

**December 02, 2025
1601 N Columbia St, Suite 220
5:00 PM**

MINUTES

PRESENT

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

OTHERS

Carlos Tobar
Brandon Palmer
Bo Danuser

CALL TO ORDER

Chairman Strickland called the December 2, 2025 Public Hearing for amendments made to the Short-Term Rental chapter of the Code of ordinances to order at 5:00 PM.

PUBLIC HEARING

Short Term Rental

Chairman Strickland recognized those requesting to speak.

Jeff Kelley spoke in favor of the short-term rental ordinance stating he had problems living between two short term rental properties.

County Attorney Brandon Palmer reviewed the changes that were made to the ordinance including:

- Creating a new article in Chapter 22 entitled short term rentals,
- Change of name of the article from short term vacation rentals to short term rentals,
- Adding a number of definitions including a definition for bedroom and definitions for the residential dwelling unit,
- Adding a cap on number of certificates to 150 annually,
- Certificates would expire at the end of the year but existing but applications would be prioritized,

- Adding a distance requirement of 300 feet from boundary line to boundary line
- Adding Fire Marshal in the enforcement,
- Clarifying the maximum occupancy both day and night at 2 persons per bedroom plus 2 additional persons up to a maximum of 12 persons on the property,
- Granting the County the right to inspect the premises and correcting violation,
- Adding regulations for fire and carbon monoxide alarms, fire extinguishers requiring installation and maintenance,
- Requirement for at least one 95-gallon trash containers per every 4-person occupancy limit.

Desiree Liggins spoke in opposition to the short-term rentals stating:

- she felt the stipulations created a revenue disadvantage to Baldwin County, this community was a recreational college area where people came to play on the lake and river and then left because there was no industry here,
- asked why there needed to be a 150 cap when there were only 65 at present, they weren't even close to the cap,
- she asked why the commissioners were spending so much time on the short-term rentals and not on the deadbeat rental people,
- the commissioners needed to spend energy on all of Baldwin county, not just people on the lake.

Robert Binion addressed the commissioners stating that he was not against the ordinance, but asked that the ordinance be tweaked to include:

- not have a cap on the number of short-term rentals,
- opposed the 300 feet distance factor, it would be a nightmare to police and was unfair to anyone who wanted to have a short-term rental.

Commissioner Little stated that the cap was more than double what were licensed for, it would give the county the opportunity to evaluate when the applications reached the cap; code enforcement would be in place at the beginning of the year; the commissioners would be able to beta test and weight the number of complaints and violations closer to capacity; the ordinance could always be changed; and they had a to have strategy and be in front.

Commissioner Strickland stated that commissioners had to foster community, not foster a neighborhood of commercial hotels, he also pointed out that the residential home owners would be taxed out by inflated by commercial property sales.

Maurice Liggins spoke stating he wasn't necessary for or against the ordinance but he did questions. He stated:

- there were not too many good places to stay in Milledgeville,
- When he and his family traveled they got an Airbnb,
- There may be more that 12 people congregating,
- Asked what the commissioners were trying to accomplish with the ordinance,
- Stated the lake was a commodity,
- Asked how other lake communities handled their short-term rentals,
- Asked if there were personnel to enforce the ordinance,
- Asked how the county would monitor complaints on weekends,
- He stated owning lakefront property was a fad,

- Stated the lake would not be quiet at all times, especially when there were events,
- Asked who the commissioners were trying to keep out by making the rules so strenuous.

There was a discussion about being proactive, applying short term rental ordinance to all parcels, not just those on the lake, the terms of the ordinance including definitions, and addressing for issues.

Mr. Liggins stated that no one outside the lake complained about an Airbnb.

ADJOURNMENT

Commissioner Little made a motion to adjourn. Commissioner Butts seconded the motion and the motion passed unanimously.

The December 2, 2025 Short Term Rental Public Hearing was adjourned at 5:25 PM.

Submitted,

Andrew Strickland, Chairman

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia



BALDWIN COUNTY COMMISSIONERS PUBLIC HEARING - BROOKS ROAD

December 02, 2025

1601 N Columbia St, Suite 220

5:30 PM

Item 3.

MINUTES

PRESENT

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

OTHERS

Carlos Tobar
Brandon Palmer
Bo Danuser

CALL TO ORDER

Chairman Strickland called the December 2, 2025 Public Hearing for the naming of Brooks Farm Road to order at 5:30 PM.

PUBLIC HEARING

Naming of Brooks Farm Road

County Manager Carlos Tobar showed a map of the area in question and explained why there was a need to name that portion of E Hwy 24 including:

- Emergency services had difficulty finding these addressed on E Hwy 24,
- The County assumed responsibility for the portion of E Hwy 24 where the road was modified when the Fall Line Freeway was built,
- The affected section of Hwy 24 had no access from the Fall Line Freeway, only from O'Quinn's Pond Road,
- Some of the addressed were not identified on maps and those areas would be Brooks Farm Road.

The commissioners discussed:

- that the renaming should have been DOT's responsibility when the Fall Line Freeway came through and knocked the addresses out,
- Commissioner Butts asked where the name came from. Mr. Tobar responded that members of the Brooks Family owned a lot of the parcels.
- Commissioner Butts questioned the procedure including that he thought a street name change had to go to a committee. Mr. Tobar responded that they were following the procedure including running an ad, sending out letters to residents and conducting a public hearing.

- Commissioner Hall asked if Mr. Tobar send letters to every households and if he received response Mr. Tobar responded that he got one response from someone who did have a valid address; the parcel would not be changed. He got another response from one of the residents who was attending the public hearing.
- Commissioner Davis stated that this was a 911 issue.

Chairman Strickland recognized those signed up to speak.

Trent Brooks addressed the commission stating he was a lifelong resident of Baldwin County and a lifelong resident of this address; the land had been in his family 4 generation. He stated that when Hwy 24 was diverted by the Fall Line Freeway, Hwy 540, it left a stretch of road that was accessed by Ennis Road to get onto this section of the old Hwy 24. Mr. Brooks referenced the difficulty an ambulance had finding his house.

Mr. Brooks stated he was biased about the name but mostly he wanted a physical address that can be recognized.

A member of the audience stated she would be proud to live on Brooks Farm Road.

Kay Brooks addressed the commission stating they had a daughter who was and OBGYN and wanted to come back to Milledgeville and practice.

Chairman Strickland asked if there was anyone present who opposed the name change. There was no one in opposition.

There was a discussion about making sure the road was included on 911 and GPS.

Commissioner Strickland asked for the next step and Mr. Tobar responded that Mr. Palmer would prepare a resolution and once approve the map would be updated.

Commissioner Hall made a motion to adjourn the public hearing. Commissioner Little seconded the motion and the motion passed unanimously.

The public hearing was adjourned at 5:43 PM.

Submitted,

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

No. _____ of 2 Executed Original Counterparts

COUNTERPART OF _____

SPC No. 605.629

**STATE OF GEORGIA,
COUNTY OF FULTON:**

LICENSE AGREEMENT

This **LICENSE AGREEMENT**, hereinafter referred to as "Agreement", is made this _____ day of _____, 2025, date of this Agreement, by and between the **STATE PROPERTIES COMMISSION**, a public body within the Executive Branch of the State government of Georgia, whose address for purposes of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, **ATTENTION: Executive Director**, hereinafter referred to as "Licensor", and **BALDWIN COUNTY, GEORGIA** whose address for purposes of this Agreement is 1601 N. Columbia Street, Suite 230, Milledgeville, Georgia 31061-3660, hereinafter referred to as "Licensee".

W I T N E S S E T H T H A T :

1.

USAGE, ABBREVIATIONS AND DEFINITIONS

1.1 As used in this Agreement, the following words, terms, and abbreviations set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:

1.1.1 The word "Licensor" means the State Properties Commission and includes in its meaning the words "its members, officers and employees".

1.1.2 The word "Licensee" includes in its meaning the words "its officers, employees, representatives and agents".

1.1.3 The words "revocable license" shall mean "the granting, subject to certain terms and conditions contained in a written Revocable License Agreement, to a named person or persons (Licensee), and to that person or persons only, of a revocable personal privilege to use a certain described parcel or tract of property to be known as the Licensed Premises for a named purpose. Regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by the Licensee, a

revocable license shall not confer upon the Licensee any right, title, interest, or estate in the Licensed Premises, nor shall a revocable license confer upon the Licensee a license coupled with an interest or an easement. A revocable license may be revoked, canceled, or terminated, with or without cause, at any time by the licensor (commission)". OCGA § 50-16-31(10).

1.1.4 The term "Revocable License Agreement" means both this Agreement and "a written instrument which embodies a revocable license and which sets forth the name of the parties thereto and the terms and conditions upon which the revocable license is granted". OCGA § 50-16-31(11).

- 1.2 All words used in this Agreement include in their meaning the masculine, feminine, and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to either Licensor or Licensee, the third person, neuter gender "it" is used.

2.

LICENSED PREMISES AND COSTS

Licensor, for and in consideration of the payment by Licensee to Licensor of the sum of \$10.00, hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to the extent the title permits subject to the terms of this Agreement and O.C.G.A. § 50-16-42, over the following described real property, hereinafter referred to as the "Licensed Premises":

That tract, parcel or portion lying and being in Baldwin County, and is commonly known as the Powell Building, as more particularly shown on an aerial marked as Exhibit "A", attached hereto and incorporated herein.

The Licensed Premises is presently under the custody of the Georgia Department of Behavioral Health and Developmental Disabilities.

3.

USE OF LICENSED PREMISES

At its sole cost, expense, risk and responsibility, Licensee shall use the Licensed Premises only for the purpose, and for no other purpose whatsoever, for the Phase I and II Environmental Site Assessment.

4.
DURATION

- 4.1 Licensee may use the Licensed Premises during the period beginning on the date hereof and ending at 12:00 midnight on the twelfth month from the date hereof, for so long as Licensee uses the Licensed Premises for the purposes permitted in Section 3 above and unless previously revoked pursuant to Section 5 below. If not previously revoked or terminated, this Revocable License shall stand revoked, without the necessity of Licensors given any notice to Licensee, at 12:00 midnight on the twelfth month from the date hereof.

5.
REVOCATION

- 5.1 This Agreement merely grants to Licensee a revocable license as set forth in Subsection 1.1.3 above. Licensee, by its acceptance and execution of this Agreement, hereby acknowledges and agrees that this Revocable License Agreement does not confer upon Licensee any right, title, interest, or estate in the Licensed Premises, nor confer upon the Licensee a license coupled with an interest nor confer upon Licensee an easement in the Licensed Premises. It is expressly understood and agreed by Licensee that this Agreement confers upon Licensee, and only Licensee, a mere personal privilege, and that regardless of any and all improvements and investments made, consideration paid, or expenses and harm incurred or encountered by Licensee, this Agreement and the privileges hereby conferred shall be subject to absolute revocation by Licensors, with or without cause, upon notice to Licensee as set forth in Section 12 below.
- 5.2 Following revocation, the revocable license contained herein shall become null and void, and Licensee shall have no right whatsoever to be or remain on the Licensed Premises or to receive a refund of any consideration or any other monetary payment. Licensee covenants and agrees, at its sole cost and expense to remove its facilities from the Licensed Premises and to restore the Licensed Premises to as good or better condition as when received hereunder. Any property of Licensee remaining on the Licensed Premises at the end of said License Period shall be deemed abandoned by Licensee and shall belong to and be the absolute and sole property of the State without further notice, action taken, instrument or conveyance executed or delivered, and without liability to make compensation therefore to Licensee or to any other person whomsoever, and shall be free and discharged from any and every lien, encumbrance, claim and charge of any character created, or attempted to be created, by Licensee at any time.

6.
DAMAGE TO LICENSED PREMISES AND STATE PROPERTY

Licensee hereby agrees that if any property of the State is damaged as a result of the exercise by Licensee of the revocable license herein granted, then, at the election of Licensors, Licensee either shall repair or restore the property or the Licensed Premises, or both, as the case may be, or shall pay the costs thereof, as determined by Licensors. Licensee shall pay the cost of such repair or restoration or commence in good faith the repair or restoration within ten (10) days after notice by

Licensors with all repairs or restoration to be completed by Licensee within thirty (30) days thereafter. Revocation of this Agreement shall not relieve Licensee of its obligation to pay for the cost of repair or restoration of the damaged property. This general provision is cumulative of all other remedies Licensors may have, including specific provisions hereof.

7.

INDEMNIFICATION

The revocable license herein granted to Licensee is to be used and enjoyed at the sole risk of Licensee, and in consideration of the benefits to be derived here from, Licensee hereby releases, relinquishes and discharges and agrees to indemnify, protect, save, and hold harmless Licensors and Licensors's officers, members, employees, agents, and representatives (including the State Tort Claims Trust Fund, the State Broad Form Employee Liability Fund and the State Authority Operational Liability Trust Fund) (collectively, the "Indemnitees") from and against all liabilities, damages, costs and expenses (including all attorney's fees and expenses incurred by Licensors or any of Licensors's officers, members, employees, agents, and representatives), causes of action, suits, demands, judgments, and claims of any nature whatsoever (excluding those based upon the sole negligence of Licensors concerning any activities within the scope of O.C.G.A. § 13-8-2(b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith), arising from, by reason of, or in connection with Licensee's use of, or operations on or near, the Licensed Premises. This indemnity extends to the successors and assigns of Licensee and survives the termination of this Agreement. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the above-referenced or other State self-insurance funds (collectively referred to as the Funds) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division, Licensee agrees to reimburse the Funds for such monies paid out by the Funds. Licensee shall, at its expense, shall have the option to participate in the defense of any suit against the Indemnitees to the extent consistent with and permitted by the Georgia Tort Claims Act.

8.

LIABILITY INSURANCE

Licensee shall procure insurance or by self-insurance maintain the coverages specified below, at Licensee's own expense, and shall furnish Licensors an insurance certificate listing Licensors as the certificate holder. All insurance providers shall be authorized by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and shall have an A.M Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. The policy shall not be canceled, changed, allowed to lapse, or allowed to expire until such time as other insurance coverage providing protection equal to protection called for in this paragraph shall have been received by Licensors. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (Separation of Insureds). Licensee shall notify the

Insurer that the statutory requirement that the Attorney General of Georgia must represent and defend the Indemnitees shall remain in full force and effect and is not waived by any policy of insurance. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General. The Licensee and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability (CGL) Insurance (2004 ISO Occurrence Form or equivalent): Premises and Operations \$1,000,000 per Occurrence; Products and Completed Operations \$1,000,000 per Occurrence; Personal Injury \$1,000,000 per Occurrence; Contractual \$1,000,000 per Occurrence; General Aggregate \$1,000,000 per Project.

(b) Commercial Umbrella Liability Insurance (excess coverage above CGL): \$2,000,000 per Occurrence; \$2,000,000 per Aggregate.

(c) Additional requirements for all policies:

(i) All policies shall name as additional insureds the officers, members and employees of the State Properties Commission and those of the agency, department or entity in whose custody the Property is maintained, and the State of Georgia;

(ii) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Licensee and is not expanded to cover claims and losses that are not insurable under the Licensee's policy.

9.

SUBJECT TO APPROVAL BY ANY APPROPRIATE STATE REGULATORY AGENCY, SUBJECT TO PRIOR GRANTS, AND CONDITION OF LICENSED PREMISES

Licensee accepts this grant of revocable license subject to approval by any appropriate State regulatory agency that the Licensee's proposed uses of the Licensed Premises meets all applicable safety and regulatory standards and requirements. Further, Licensee accepts this grant of revocable license subject to all ownership, prior permits, licenses, landlord and tenant relationships, easements, leases, and other rights or interests affecting the Licensed Premises whether the same be of agreement or not, and the revocable license granted herein by Licensor to Licensee must be exercised by Licensee so as to avoid interference with any of the said prior permits, licenses, landlord and tenant relationships, easements, leases, or other interests. Licensee acknowledges that it has fully inspected the Licensed Premises and accepts the same "as is". Licensor shall have no responsibility at any time to Licensee for the condition of the Licensed Premises and shall have no duty to the Licensee or to its licensees, invitees or trespassers concerning Licensee's use of the Licensed Premises or their entry on the Licensed Premises. Licensor makes no covenant of quiet enjoyment of the Licensed Premises whatsoever.

10.**ASSIGNMENT OR TRANSFER**

This Revocable License Agreement and the rights herein granted may not be conveyed, assigned, transferred, managed or operated by any other entity without the express written consent of the State Properties Commission, which consent shall be given or not in the sole discretion of the State Properties Commission. Without limitation, any transfer or use of the property which may be characterized as a private activity by the Internal Revenue Service and thereby adversely affect the tax-exempt status of any public bond investment in the property is strictly prohibited. Any such use, conveyance, assignment, transfer, management or operation made without the consent of the State Properties Commission shall be void ab initio.

11.**NOTICES**

All notices required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing and shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid, and addressed to the recipient party at such party's address. The day upon which such notice is hand delivered or so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices shall be addressed to the attention of a particular person, title, or entity as forth in this Agreement, it shall be a valid and perfected delivery of notice even though the said named person or the person holding said title or named entity is not the person, title or entity who accepts or receives delivery of the said notice, but is the lawful successor person, title or entity of the named person, title or entity. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

12.**GENERAL PROVISIONS OF THIS AGREEMENT**

- 12.1 The brief capitalized and underlined headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.
- 12.2 All time limits stated herein are of the essence of this Agreement.
- 12.3 For the purpose of inspecting the Licensed Premises, Licensee shall permit Licensor, without giving prior notice, to enter on the Licensed Premises during either Licensor's regular business hours or Licensee's regular business hours.

- 12.4 No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- 12.5 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- 12.6 Nothing contained in this Agreement shall make, or be construed to make, Licensor and Licensee partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Licensor or Licensee liable to a third party for the debts or obligations of the other.
- 12.7 If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 12.8 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- 12.9 This Agreement is executed in two (2) counterparts which are separately numbered and identified (No. 1 is for Licensor and No. 2 is for Licensee) but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- 12.10 In the enjoyment of the revocable license herein granted by Licensor to Licensee and of the rights and privileges incident thereto, Licensee shall at all times comply with all applicable laws of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, all applicable recommended standards, and all applicable local ordinances, including, but not limited to, codes, ordinances and recommended standards now or hereafter promulgated, and all applicable local rules and regulations and recommended standards promulgated pursuant to such codes and ordinances.
- 12.11 The revocation of this Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such revocation.

- 12.12 Licensee, by its acceptance and execution of this Agreement, hereby acknowledges that it has not been induced by any representations, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Licensed Premises or the condition or suitability thereof for Licensee's purpose.
- 12.13 In its occupancy and use of the premises, Licensee shall not discriminate against any person on the basis of race, gender, color, national origin, religion, age, or disability. This covenant by Licensee may be enforced by termination of this Agreement, by injunction, and by any other remedy available at law to Licensor.

13.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between Licensor and Licensee with respect to the Licensed Premises and Licensee's use and occupancy thereof. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

(Remainder of page intentionally left blank)

WITNESS WHEREOF, Licensors and Licensees, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized hereinafter named representatives, have caused these presents to be executed, all as of the date hereof.

LICENSOR

STATE PROPERTIES COMMISSION

Marty W. Smith
as Executive Director of the State Properties
Commission

Signed, sealed, and delivered
in our presence:

(STATE PROPERTIES COMMISSION

SEAL AFFIXED HERE)

Unofficial Witness

Official Witness, Notary Public

My Commission expires: _____

(NOTARY SEAL)

(Signatures continued on next page.)

(Signatures continued from previous page.)

LICENSEE

BALDWIN COUNTY, GEORGIA

By: _____ (Seal)

Name: _____

Title: _____

Attest: _____ (Seal)

Signed, sealed, and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission expires: _____

(NOTARY SEAL)

(SEAL AFFIXED HERE)

RESOLUTION R-2025-91

AUTHORIZE A REVOCABLE LICENSE AGREEMENT WITH THE STATE OF GEORGIA PROPERTIES COMMISSION FOR ACCESS TO THE POWELL BUILDING TO CONDUCT PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS

WHEREAS, the Baldwin County Board of Commissioners have been informed of the need for a Revocable License Agreement with State of Georgia Properties Commission in order to conduct Phase I and Phase II Site Assessments of the Powell Building; and,

WHEREAS, the Revocable License Agreement with the State of Georgia will allow named person or persons access to a certain described parcel in the licensed premises.

WHEREAS, the Revocable License Agreement with the State of Georgia Properties Commission is hereby attached and by reference duly incorporated and made a part of this resolution.

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

1. Incorporation of Recitals. The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. Authorization of Revocable License Agreement. The Board of Commissioners hereby approve the attached License Agreement with the State of Georgia Properties Commission.
3. Authorization of Chairman. The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the agreement with the State of Georgia Properties Commission.
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 16nd day of December, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

**RESOLUTION R-2025-95
BALDWIN COUNTY, GEORGIA
FISCAL YEAR 2026
BUDGET RESOLUTION**

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2026 (JANUARY-DECEMBER) FOR EACH FUND OF BALDWIN COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

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

WHEREAS, appropriate advertised public hearings have been held on the FY 2026 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and

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

WHEREAS, the Budget for each Fund includes Appropriations for Fiscal Year 2026, incorporates certain levies, assessments, fees and charges to finance these expenditures and lists the Anticipated Funding sources; and

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

NOW, THEREFORE, BE IT RESOLVED that the within and attached Budget Summary and Supplemental Fee Schedule is hereby approved as the Budget for the 2026 Fiscal Year.

BE IT FURTHER RESOLVED that in accordance with O.C.G.A 33-8-8, the proceeds from the tax on insurance premiums estimated to be \$2,500,000 for FY2026, shall be used for the provision of fire protection services to the residents of the unincorporated Baldwin County.

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

Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Board of Commissioners with the following exceptions: in the case of insurance reimbursements for vehicle collisions and other equipment losses, the Finance Director and the County Manager are granted authority to allocate funds to the appropriate Department from insurance proceeds and/or from the Risk Management Fund for the replacement or repair of damaged

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

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

BE IT FURTHER RESOLVED that temporary tax anticipation notes shall be authorized as needed for general operating expenditures incurred during fiscal year 2026. Such notes shall not exceed \$15,000,000 and shall have a maturity date of December 31st of the calendar year in which the notes are executed. Interest rate proposals shall be requested from full-service financial institutions, including all those located within Baldwin County. This amount is within the legal debt level of Baldwin County for temporary loans, which is 75% (\$18 million) of the total amount of taxes collected in the previous year (\$24 million).

Andrew Strickland, Chairman

Attest:

Bo Danuser, County Clerk

RESOLUTION R-2025-96

A RESOLUTION TO CHANGE A ROAD NAME FROM EAST HIGHWAY 24, AT ITS INTERSECTION WITH THE FALL LINE FREEWAY, TO BROOKS FARM ROAD; AND FOR OTHER PURPOSES.

WITNESSETH:

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

WHEREAS, The Code of Ordinances, Baldwin County, Georgia, Section 42-72, provides that a street name may be changed by specific resolution passed by the Board of Commissioners of Baldwin County, Georgia (“the Board of Commissioners”);

WHEREAS, County public safety personnel have found difficulties in finding certain properties along East Highway 24 at its intersection with the Fall Line Freeway;

WHEREAS, the County Manager has submitted a request to rename that portion of East Highway 24, at its Intersection with the Fall Line Freeway, to Brooks Farm Road, as shown on a map which is attached as Exhibit “A” for public safety reasons;

WHEREAS, the Board of Commissioners has ensured that all of the required notice, advertisement, and public hearing requirements have been met or satisfied, with the public hearing having been held Tuesday, December 2, 2025 at 5:30 P.M.;

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. Change of Road Name.** That portion of East Highway 24, at its intersection with the Fall Line Freeway, shown marked on a map which is attached Exhibit “A”, and a copy of which is on file in the office of this Board of Commissioners, is hereby changed to **Brooks Farm Road.**
- 3. Authorization for Change of Road Signs.** The County Manager, or his or her designee, is hereby directed to remove existing road signs for the road shown on Exhibit “A” and replace them with signs identifying the road as Brooks Farm Road.
- 4. Other Actions Authorized.** The Chairman, 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.
- 5. 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.

- 6. 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.
- 7. Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this resolution this day passed be and they are hereby repealed.
- 8. Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this ____ day of December, 2025.

BALDWIN COUNTY, GEORGIA

 Andrew Strickland
 Chairman, Baldwin County Board of Commissioners

ATTEST:

 Bo Danuser
 Baldwin County Clerk

DATE ADOPTED_____

[SEAL]



Baldwin County Board of Commissioners

1601 N. Columbia Street, Suite 230
Milledgeville, Georgia, 31061-3365
Telephone: (478) 445-4791
Facsimile: (478) 445-6320
www.baldwincountyga.com

County Manager
Carlos F. Tobar

County Attorney
Brandon Palmer

Chair
Andrew Strickland, District 4

Vice Chair
Kendrick Butts, District 2

Commissioners
Emily C. Davis, District 1
Sammy Hall, District 3
Scott Little, District 5

October 14, 2025

RE: Proposed Street Name Change from E 24 Hwy to Brooks Farm Rd

Before the Fall Line Freeway was constructed, E 24 Hwy went directly in front of your property. Since the Fall Line Freeway was constructed, your address is no longer accessible via E 24 Hwy. Residents have expressed concern that first responders may fail to find your property during an emergency.

Under the Naming/Renaming Policy 8-10-2, section (e) states, "Naming or renaming a building may be proposed because Baldwin County, Georgia buildings, bridges, parks, gardens, and any other property have been repurposed or significantly reconstructed or remodeled for a different purpose than the original name was associated with."

It has been proposed that the following addresses, 361, 532 and 545-590 E Highway 24, be changed to Brooks Farm Rd.

This is what you can expect. Baldwin County notifies the following departments/organizations of the address changes: Post Office, Tax Assessors, Public Safety, Voter Office, and Baldwin County Water & Sewer. Attached to this letter is a guideline. You will need notify these agencies/organizations of the address change if/when it becomes official. It is also highly recommended to purchase an E-911 blue sign to place at the end of your driveway so that emergency personnel can quickly locate it in case of an emergency.

Baldwin County has scheduled a public hearing at 5 PM on December 2, 2025 to discuss the matter. If you cannot make the meeting, please email comments to: Carlos Tobar, County Manager, at ctobar@baldwincountyga.com. If you have questions, please call me at 478-363-1976.

Sincerely,

Carlos Tobar
County Manager

Change of Address Notification List

The following list of offices should be used as a guide on who should be notified of your new address for mailing purposes. The offices in **blue** are offices that are notified by the Address Authority, but may need a follow up to ensure the change has taken effect. It is the owner/tenant's responsibility to make sure that all necessary offices have the correct E-911 verified address.

Government Offices

- **United States Post Office**
- **Baldwin County Water Department**
- **Baldwin County Tax Assessor**
- **Baldwin County Voter Office****
- **Baldwin County Planning and Development**
- **E-911**
- **City of Milledgeville**
- Social Security Office
- GA Department of Motor Vehicles
- Department of Veteran's Affairs
- Board of Education/School

Non-governmental Offices

- Employer
- Financial Institution(s)/Bank(s)
- Mortgage Company
- Insurance Company (home/car/life)
- Tenant(s): If Relevant
- Family/Friends
- Phone Service Providers
- Electric, Gas and/or Propane Provider
- Internet Service Provider
- Health Professionals (Primary care, Dentist, Specialists)
- Home security providers
- Subscriptions services
- Memberships and/or affiliations

****Baldwin County notifies the Voter Office of an address change; however, those that are registered to vote at the old address will need to re-register to vote.****

Road Name Change: Brooks Farm Rd

Item 9.



0 340 Feet



Weekend, November 15, 2025 - November 16, 2025

www.unionrecorder.com

sewer bills that constitute liens against the Property, whether due and payable or not yet due and payable; (iii) such matters as would be revealed by an accurate survey and inspection of the Property; (iv) all other assessments, easements, covenants, reservations, restrictions, liens, encumbrances, zoning ordinances, rights, privileges, franchises, tenements, hereditaments and appurtenances, and other matters of record, if any, to which the Security Deed is inferior in terms of priority; and (v) rights of tenants under valid written leases with Grantor that are not in default.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed.

Computershare Trust Company, National Association, as Trustee for the Benefit of the Registered Holders of Merchants Multifamily Trust 2022-RSS1, Multifamily Mortgage Pass-Through Certificates, Series 2022-RSS1, as attorney-in-fact for West Forty 9 LLC, a Georgia limited liability company

Gary W. Marsh, Esq.
Troutman Pepper Locke LLP
600 Peachtree Street, N.E., Suite 3000
Atlanta, GA 30308
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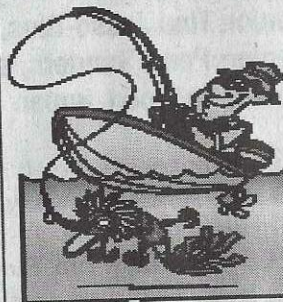
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NOTICE OF PUBLIC HEARING

Pursuant to the Baldwin County policy 8-10-2, notice is hereby given that the Baldwin County Board of Commissioners will conduct a public hearing on Tuesday, December 2, 2025 at 5:30 PM at the Baldwin County Government Building, Suite 220, 1601 North Columbia Street.

The Baldwin County Code of Ordinances Article III entitled Street Names and Numbering Section 42-72 authorizes the Baldwin County Board of Commissioners to officially change the name of a road by specific resolution.

The purpose of this public hearing is to gather public input into changing the name of an abandoned portion of East Highway 24 at its intersection with the Fall Line Freeway to Brooks Farm Road.

A map of the dead road is available for review at www.baldwincountyga.com or in suite 230 of the Baldwin County Government Building located at 1601 North Columbia Street.

RESOLUTION R-2025-98

A RESOLUTION TO AUTHORIZE AN EMPLOYMENT AGREEMENT WITH CARLOS TOBAR AS COUNTY MANAGER TO PERFORM THE FUNCTIONS AND DUTIES SPECIFIED IN THE BALDWIN COUNTY CODE OF ORDINANCES AND TO PERFORM OTHER LEGALLY PERMISSIBLE AND PROPER DUTIES AND FUNCTIONS

WHEREAS, The Baldwin County Board of Commissioners desire to continue the employment agreement with County Manager Carlos Tobar; and

WHEREAS, the County Manager performs the functions and duties specified in the Baldwin County Code of Ordinances along with other legally permissible and proper duties and functions; and

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

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

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

SO RESOLVED, this 16th day of December, 2025.

BALDWIN COUNTY, GEORGIA

Honorable Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this _____ day of December, 2025 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 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, 2026 and ending on December 31, 2026.

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. In the event the County grants a general, across-the-board cost-of-living adjustment to its employees, Employee shall receive the same cost-of-living adjustment, in the same percentage, as is awarded to all other county employees.

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

Unless otherwise provided herein, 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.

If as a result of the forensic audit of the financial systems and records of Baldwin County to be performed by an independent auditor, Employer finds good cause to terminate the Employee for malfeasance, violations of Federal or State law, County ordinances, policies, or procedures, willful misconduct, or gross negligence, then the Employer may immediately terminate the Employee and Employer is not obligated to pay severance under this section.

If the Employee resigns, then the Employer is not obligated to pay severance under this section.

Section 10: Resignation

In the event that the Employee resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer accepts the resignation immediately or the parties agree otherwise. Upon receipt of the Employee's notice of resignation, the Employer shall have sole discretion to make the resignation effective immediately. The Employers' exercise of such right shall constitute resignation, rather than termination of the Employee.

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 determined by and in the sole discretion of the Employer. The process at a minimum shall include the opportunity for the Employer to: (1) prepare a written evaluation, (2) meet and discuss the evaluation with the Employee, and (3) present a written summary of the evaluation results. Employee's progress in meeting the goals and expectations listed in the Performance Improvement Plan attached hereto as Exhibit "A" shall be part of the evaluation. 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

Employee 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
c/o Chair
1601 N. Columbia Street, Suite 230
Milledgeville, Georgia 31061

- (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, 2026.

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.

BALDWIN COUNTY BOARD OF
COMMISSIONERS (SEAL)

BY: _____
Andrew Strickland
Its Chairman

ATTEST: _____ (SEAL)
Bo Danuser
Baldwin County Clerk
Carlos Tobar



Baldwin County Board of Commissioners

1601 N. Columbia Street, Suite 230
Milledgeville, Georgia, 31061-3365
Telephone: (478) 445-4791
Facsimile: (478) 445-6320
www.baldwincountyga.com

County Manager
Carlos F. Tobar

County Attorney
Brandon Palmer

Chair
Andrew T. Strickland, District 4

Vice Chair
Kendrick Butts, District 2

Commissioners
Emily C. Davis, District 1
Sammy Hall, District 3
Scott Little, District 5

November 4, 2025

Dear Mr. Tobar:

You have received your evaluation and we trust that you have had an opportunity to review it. The Board has given great thought to and has identified areas where we believe there is opportunity for improvement in your performance.

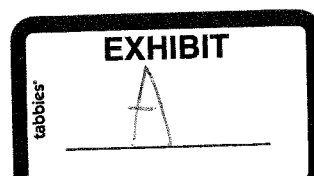
Plan for County's Manager's Professional Improvement

1. To improve communication with the Board of Commissioners.

- a. The County Manager or Assistant County Manager at the direction of the County Manager, shall provide quarterly reports on the financial standing of the County. At a minimum, the report should address where each department or elected official stands with respect to their budget and year-to-date expenditures. Additionally, the report should detail special use tax revenues and expenditures.
- b. The County Manager shall require Department Heads to give annual budget request presentations requests to the Board of Commissioners as part of the budgeting process.
- c. The County Manager shall inform and educate the Board of Commissioners regarding grants (state or federal) that become available. Prior to taking any action in pursuit of a grant, the County Manager shall present the grant opportunity to the Board of Commissioners and obtain approval from the Board of Commissioners to pursue the grant.

2. To improve communication with Department Heads and citizens.

- a. The County Manager shall hold a monthly meeting with all Department Heads. The Department Heads should be given the opportunity to present updates on their Department, including any challenges they are facing, how the County Manager and Board of Commissioners can be of assistance, and to establish strategies to develop



synergy whereby Departments are able to coordinate with and assist each other in order to avoid unnecessary or duplicative costs and expenses. Additionally, during the

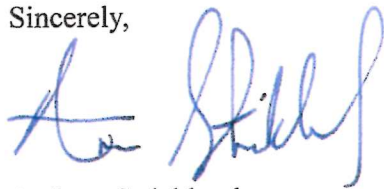
meetings, the County Manager shall give directions and assign tasks to each Department Head. The County Manager shall follow up and confirm progress on all assigned tasks. The County Manager shall then convey detailed updates to the Board of Commissioners on Board assigned projects and tasks.

- b. The County Manager shall act with courtesy and professionalism at all times when communicating with members of the public or County employees.

The Board believes that this improvement plan supports your professional growth which should result in delivering better results for our employees, citizens, and community. Your performance in these areas will be a part, but not all, of the performance review and evaluation performed by the Board in September.

We look forward to a productive year with you in fulfilling the vision of the Board.

Sincerely,



Andrew Strickland
Chairman, Baldwin County Board of Commissioners