

Baldwin County Commissioners
Regular Meeting
September 17, 2019
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, September 17, 2019, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair John Westmoreland presiding.

Members Present: John Westmoreland
Henry Craig
Emily C. Davis
Tommy French
Sammy Hall

Also Present: David McRee
Carlos Tobar
Dawn Hudson
Cindy Cunningham

Call to Order

Chair John Westmoreland called the September 17, 2019 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner Sammy Hall made a motion to approve the minutes of the September 3, 2019 Regular Meeting as submitted. Vice Chair Henry Craig seconded the motion and it passed unanimously.

Update on Georgia Military College

Georgia Military College President, General William Caldwell, Mr. Nelson Kraft and Mrs. Pamela Grant presented an update on Georgia Military College to include discussion of capital projects, enrollment at fourteen (14) campuses, economic impact of GMC and activities of the Community College and Prep School.

Local Maintenance Improvement Grant Program (LMIG) Bids

County Engineer Brian Wood presented bid information for the 2019 LMIG program. He stated five bids were received with Pittman Construction Company being the low bidder in the amount of \$826,913.56. Mr. Wood recommended the bid be awarded to low bidder, Pittman Construction Company.

Vice Chair Craig asked for the DOT funding amount and the amount of County match. Mr. Wood reported the State LMIG funding totals \$531,063 with a County match of \$162,319.

Vice Chair Henry Craig made a motion to award the contract for LMIG resurfacing to low bidder, Pittman Construction Company, in the amount of \$826,913.56. Commissioner Tommy French seconded the motion and it passed unanimously.

Update on Emergency Operation Plan

EMA Director Wayne Johnson presented an update on the Emergency Operation Plan (EOP). He reported the emergency contact list has been updated; GEMA funds have been approved for the purchase of generators for County fire stations, and the bid awarded to Signal Point Systems; participants have been successfully transferred to the new Code Red alert system. He discussed Red Cross training, shelter fundamentals, and active shooter training. Mr. Johnson reported all eight (8) shelter agreements have been signed.

Airport Standard Operating Procedures (SOP)

Mr. Jim Wolfgang, Airport Committee Chair, presented Standard Operating Procedures (SOP) for the Baldwin County Regional Airport. He stated the document has been reviewed by the Airport Committee and the Commissioners for their input. He reported the document will be reviewed each year and continues to be a work in progress. Mr. Wolfgang stated the SOP should assist with the operation of a businesslike, efficient, safe Airport.

Vice Chair Henry Craig made a motion to approve the Airport Standard Operating Procedures as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously. A copy of the document is on file in the Commissioners' Office.

Animal Control Contract with the City of Milledgeville

County Attorney David McRee discussed a proposed Intergovernmental Agreement (IGA) with the City of Milledgeville for the operation, services and funding of animal control services. He stated that with the expiration of the Service Delivery Strategy (SDS) there have been changes in how animal control services can be handled in the incorporated area. The IGA outlines the provision of services, the funding for these services and the term of the Agreement.

Commissioner Sammy Hall made a motion to authorize Chair Westmoreland to execute the Intergovernmental Agreement for submission to the City for their review and approval. Commissioner Tommy French seconded the motion and it passed unanimously.

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

Development Authority Smith – Sibley Revenue Bonds

County Attorney David McRee reported the County and City are being billed for their portion of debt associated with the Smith – Sibley property. He stated several Intergovernmental Agreements have been exchanged with the City on this matter. Two agreements were approved by the County with no response from the City.

County Attorney McRee recommended previous Intergovernmental Agreements, to date, approved by the County be rescinded regarding the Smith – Sibley property.

Commissioner Tommy French made a motion that any and all Intergovernmental Agreements approved by the Board of Commissioners, relating to the Mega-Site Industrial property, known as the Smith – Sibley Industrial Site, which have not been approved and accepted by the City of Milledgeville, be rescinded and no longer be considered as active proposals from this Board to the City of Milledgeville. Vice Chair Henry Craig seconded the motion and it passed unanimously.

Vice Chair Henry Craig made a motion that the Board authorize the management and financial staff to tender payment to the Development Authority of Milledgeville and Baldwin County for the County's portion of the Mega-Site Smith – Sibley Industrial Site

debt upon a release received from the Development Authority. Commissioner Tommy French seconded the motion and it passed unanimously.

Old Business

Commissioner Davis reported bids were opened for the construction of the Health Department facility with the low bidder withdrawing their bid. She stated the apparent low bidder is ICB Construction. She discussed budget cuts that the Governor has implemented that will mean a 4% cut to the Health Department budget beginning October 1st and a 6% cut in the next budget year.

Vice Chair Craig requested an update on the request to the City for the installation of additional fire hydrants in Waters Edge. County Manager Tobar responded he had not heard from the City regarding this matter.

New Business

There was no new business to come before the Board.

County Manager's Report

Assistant County Manager Hudson presented the County Manager's Report discussing the following: Fire Chief Steve Somers retiring at the end of October; Keep Milledgeville-Baldwin Beautiful secured a grant for a Litter Law Enforcement Workshop in 2020; restriping began on the Airport West Apron project; SDS brochure and September Newsletter are available on the table in the back of Chambers; SPLOST Projects Update: Annex first floor – framing complete; door and window frames installed; fire extinguisher pipe installed; HVAC units installed; electrical conduit and wiring installed; plumbing waste pipes installed. Annex second floor - trusses to be installed by September 20; roofer to begin September 23; 19 HVAC units replaced at new jail with 7 remaining to be installed; Date for Ribbon Cutting at Senior Center to be Determined; Animal Shelter address is 1395 Orchard Hill Road, Road Department started grading on new driveway entrance, HVAC work, plumbing and drywall continues, kennels scheduled to be shipped end of September; consultant continues to work on aquatic facility plan.

Public Comment Period

The following people addressed the Board:

Cindy Humphrey – concern about the County's purchase of Lawrence building and transparency of Board actions; Edwin Atkins – concern with continued disturbance at old prison site; Judy Veal – concern regarding aquatic facility and the expense to taxpayers if facility does not make enough money to operate it; Pam Peacock – update on Paws4Change and their efforts for a spay / neuter program; Pam Beer – concern with violation of Open Meetings Act due to a meeting of some Commissioners with the Central State Hospital Local Redevelopment Authority .

Executive Session

Vice Chair Henry Craig made a motion to adjourn into Executive Session at 7:10 p.m. to discuss litigation and personnel. Commissioner Tommy French seconded the motion and it passed unanimously.

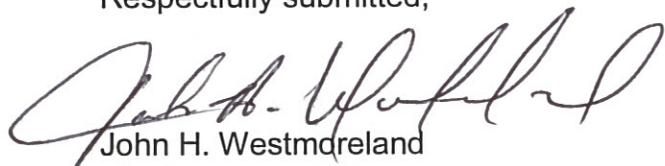
Regular Meeting

Vice Chair Henry Craig made a motion to reopen the Regular Meeting at 8:10 p.m. Commissioner Emily C Davis seconded the motion and it passed unanimously.

Adjournment

Commissioner Tommy French made a motion to adjourn the Regular Meeting at 8:10 p.m. Commissioner Emily C Davis seconded the motion and it passed unanimously.

Respectfully submitted,



John H. Westmoreland
Chair



Cynthia K. Cunningham
County Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF ANIMAL CONTROL SERVICES

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and among Baldwin County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County") and City of Milledgeville, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "City"). The County and City may be collectively referred to as the "Parties."

WHEREAS, the Georgia Constitution prohibits the County from providing animal control services inside the boundaries of the City except by contract with the City (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide." (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of services performed by the County shall be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

Animal Control Services, as the term is used in this Agreement, is defined as follows. Animal Control Services shall include, operating, maintaining and improving the Baldwin County Animal Control Shelter, responding to calls for animal control assistance, accepting animal drop-offs at the County animal shelter, and providing for the care of animals in the shelter. The County provides Animal Control Services at its discretion, as authorized by state law and in accordance with the terms of this Agreement.

ARTICLE II – FUNDING FOR PROVISION OF SERVICES

The County and City shall jointly fund the provision of Animal Control Services in accordance with the following terms and conditions:

1. The County shall apply all budgeted user fees, grants and donations received from or for Animal Control Services ("Net AC Budget"). The remainder of the funding shall be funded from the City's annual payment as described herein ("City's Share") with the balance being funded from an unincorporated area special service district as described

herein ("County's Share").

2. *City's Share.* In exchange for Baldwin County providing Animal Control Services within the City, the City agrees to pay to the County annually from the City's general fund a sum to be calculated as follows. The City will pay the County the City's population share as of the 2010 decennial census of the County's annual animal control budget. The Parties agree that the City's population share based on the 2010 decennial census was 38.75%. Thus, for example, if the County's 2020 Net AC Budget is \$225,000, then the City will pay the County \$87,187.50 from the City general fund to the County in accordance with this Agreement.
 - a. The County shall provide to the City Manager a copy of the proposed County budget at least ten (10) days before adoption by the County Board of Commissioners which shall set forth the Net AC Budget.
 - b. Within thirty (30) days from the County's adoption of the County Budget or adoption of the Net AC Budget if the County Budget has not be adopted, the County Manager shall send to the City Manager a bill for the City's Share. The City shall pay the bill within thirty (30) days from the date of the bill.
 - c. In the event the City shall fail to make a full payment within thirty (30) days from the date of the bill, the County shall deliver in writing a notice of default to the City. Should the City fail to make a full payment within ten (10) days of delivery of the Notice, such failure shall constitute a material breach of this Agreement for which the County shall have the option of either terminating this Agreement or taking legal action against the City to compel payment of the amount owed plus interest at twelve percent (12%) per annum.
3. *County's Share.* The County's share of the Net AC Budget shall be paid from unincorporated revenues derived from within an unincorporated area special service district.

ARTICLE III – DURATION OF AGREEMENT

1. *Term.* This Agreement shall have a term of one (1) year and shall become binding, enforceable and effective on the date set forth below. This Agreement shall automatically renew on an annual basis, provided that neither party terminates this agreement.
2. *Termination.* Termination of this Agreement shall be by either Party delivering written notice to the other Party at least one hundred and eighty (180) days before the expiration of the current term. Upon the adoption of the County's budget for its fiscal year, notice o termination will not be effective until the following County fiscal year. As an example, if the County has adopted its 2021 budget, and thereafter the City gave notice of termination, this Agreement shall not terminate until after the conclusion of the County's

2021 fiscal year. The County's Fiscal Year begins on January 1 and ends on December 31.

3. *Required Review and Revision.* In addition to termination as specified in Paragraph (2) above, this Agreement shall terminate upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy, which includes this Agreement, must be reviewed, and revised if necessary.

ARTICLE IV – MISCELLANEOUS

1. *Notices.* All notices, bills and payment shall be sent by certified mail, return receipt requested, or by personal delivery, to the following designated recipients on behalf of the City and County:
 - a. Notices to the City shall be sent to the City Manager with copy to the Mayor and City Attorney; and
 - b. Notices to the County shall be sent to the County Manager with copy to the Chairman of the Board of Commissioners and the County Attorney.
2. *Time.* Where a duration is set forth in this Agreement, time for action will be of the essence and a failure to act within a designated time shall constitute waiver at the discretion of the party which did not fail to act. The counting days shall be based on calendar days; and if the final day of a designated period falls on a weekend or state holiday, the period for action shall be extended to the calendar day immediately following the weekend or state holiday.
3. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and Amendment or any other form or agreement associated with the County and the City's Service Delivery Strategy, which shall remain in full force and effect.
4. *Merger.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the Parties.
5. *Applicable Law.* Unless otherwise stated in this Agreement, the laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.
6. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
7. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

8. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the last date indicated under the signature line of the Parties below.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

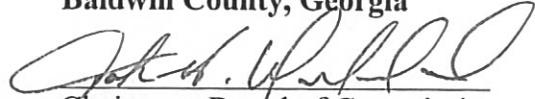
City of Milledgeville, Georgia

Mayor

Date: _____

Attest: _____
City Clerk
[seal]

Baldwin County, Georgia



Chairman, Board of Commissioners

Date: 9-17-19

Attest: 

County Clerk
[seal]