



BALDWIN COUNTY COMMISSIONERS REGULAR MEETING

January 17, 2023

1601 N Columbia St, Suite 220

6:00 PM

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Henry Craig
Sammy Hall

OTHERS PRESENT

David McRee
Carlos Tobar (Virtual)
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

Chair Emily Davis called the Regular Meeting to order at 6:00 p.m.

INVOCATION

Elder Malcom May delivered the Invocation

PLEDGE OF ALLEGIANCE

Commissioner Kendrick Butts led the pledge.

PRESENTATIONS

Chair Emily Davis stated Commissioners would like to thank Baldwin County Departments for their hard work during the 2022 December Freeze that occurred and left many citizens without water for extended periods of time.

Employees from the following County Departments were presented with a plaque for their Department and recognized for their dedicated service to citizens during this emergency situation:

Road Department, Water / Sewer Department, EMA, Fire and Rescue and Sheriff's Department.

APPROVAL OF MINUTES

Commissioner Sammy Hall made a motion to approve the minutes of the January 3, 2023 Regular Meeting as submitted. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

ADMINISTRATIVE 1 FISCAL MATTERS

Intergovernmental Contract for Creating the Baldwin County Land Bank

County Manager Carlos Tobar presented information on the Intergovernmental Contract between Baldwin County and the City of Milledgeville creating the Baldwin County Land Bank. Mr. Tobar explained that in section 4.05 the words "and City of Milledgeville" should be deleted since this section addresses the School Districts. Mr. Tobar discussed section 6.08

which states the Land Bank may convey real property in which the Land Bank holds an interest only to any non-profit organization.

Commissioner Hall stated he thought property through the Land Bank would be available to the public sector as well as non-profit organizations. County Manager Tobar responded that the City had expressed concern that property through the Land Bank would be available to the public. They felt it should go only to non-profit organizations.

Commissioner Craig responded he felt this effort was a good starting point in establishing a Land Bank. He stated the Land Bank should become independent; but, he agreed if this is what it takes to get the Land Bank started that the County should move forward realizing there would be proposed changes in the future.

Commissioner Kendrick Butts commented the Land Bank would be governed by a Board of Directors who would adopt by-laws, policies and procedures for the Land Bank. The Board would consist of one Commissioner, one County employee, and three citizens to be appointed by the Board of Commissioners. The City of Milledgeville would have two appointments to the Board. Initial terms for all appointees would be staggered with subsequent appointments and re-appointments being terms of four years.

Commissioner Butts stated that before he votes on this matter he wants to be certain of the language included in the Intergovernmental Agreement so he fully understands the intent and establishment of a Land Bank.

Vice Chair Westmoreland made a motion to table the Intergovernmental Contract for the Land Bank until a later date. Commissioner Butts seconded the motion and it passed unanimously.

Chair Davis recommended scheduling a Work Session to discuss this matter.

Soil and Water Conservation Lease Agreement

County Manager Tobar reported the Soil and Water Conservation agency wishes to rent office space from the County. The property is located at 311B Linda Drive. He presented a Master Lease Agreement between Baldwin County and the State Properties Commission effective when tenant occupies the premises or five business days after tenant is notified of substantial completion of premises. The initial Agreement shall end June 30, 2023; however, tenant has the option to renew or extend the Term of the Agreement for five additional periods of twelve months. Tenant shall pay monthly rent in the amount of \$646.34 per month during the term of the Agreement.

Commissioner Hall made a motion to approve the Soil and Water Conservation Lease Agreement as presented. Commissioner Butts seconded the motion and it passed unanimously.

A copy of the Lease Agreement is on file in the Board of Commissioners Office.

Selection of Grant Writers / Administrators and Engineers

County Manager Tobar stated Requests for Qualifications were solicited for grant writers / administrators and engineering firms for potential 2023 grant applications. Three responses

were received for CDBG grant writers / administrators; two responses for CHIP grant writers / administrators and two responses for engineering services. He reported a review committee of County staff evaluated the proposals for the selection of firms.

The committee recommends the selection of Allen-Smith Consulting for CDBG grant writer / administrator; Gilbert & Associates for CHIP grant writer / administrator and Carter and Sloope for engineering services.

Commissioner Craig made a motion to select Allen-Smith Consulting; Gilbert & Associates and Carter and Sloope as recommended. Commissioner Butts seconded the motion and it passed unanimously.

Appointment to Board of Assessors

Vice Chair Westmoreland reported the term of Harry Keim, District 4 Representative on the Board of Assessors, expires February 7, 2023. Mr. Keim has agreed to continue to serve in this capacity.

Vice Chair Westmoreland made a motion to re-appoint Mr. Keim for an additional six year term beginning February 8, 2023. Commissioner Craig seconded the motion and it passed unanimously.

Selection of County Attorney

Assistant County Manager Dawn Hudson stated County Attorney David McRee submitted his resignation as County Attorney, effective December 2022. She reported the Board requested assistance from the Middle Georgia Regional Commission in soliciting Requests for Qualifications for legal services. The Middle Georgia Regional Commission evaluated proposals based on criteria included in the solicitation package and presented a report of responses to Commissioners.

Vice Chair Westmoreland made a motion to hire Brandon Palmer at the law firm of Smith, Welch, Webb & White LLC as County Attorney. Commissioner Hall seconded the motion and it passed unanimously.

Mr. Palmer stated it is a privilege to be afforded the opportunity to serve as Baldwin County Attorney.

Chair Davis and other Commissioners expressed their appreciation to Attorney McRee for his service to the County for the past twelve and one-half years. Mr. McRee stated it has been a pleasure and an honor to serve the County in this capacity since 2010.

Multi-Jurisdictional Drug Task Force Grant Award

Assistant County Manager Hudson presented the Ocmulgee Multi-Jurisdictional Drug Task Force Grant Award for the Board's consideration. She reported the award in the amount of \$151 ,896 is for the period January 1, 2023 through December 31, 2023 and there is no required match.

Commissioner Butts made a motion to accept the Multi-Jurisdictional Drug Task Force Grant Award in the amount of \$151 ,896. Commissioner Craig seconded the motion and it passed unanimously.

Fire Services Mutual Aid Agreement with the City of Gray

Fire Chief Victor Young presented a Mutual Aid Agreement for fire services with the City of Gray. He stated the Agreement outlines the mutual aid assistance to be provided by Baldwin County and the City of Gray during a significant emergency. He stated this is the same Agreement that Baldwin County has with surrounding counties and/or cities.

Commissioner Hall made a motion to approve the Mutual Aid Agreement for fire services with the City of Gray as presented. Commissioner Butts seconded the motion and it passed unanimously.

A copy of the Mutual Aid Agreement attached and made an official part of the minutes at pages

104 and 105

OLD BUSINESS

Commissioners stated there is still a problem with the trash throughout the County such as illegal dumping that must be addressed.

NEW BUSINESS

There was no new business to come before the Board.

COUNTY MANAGERS REPORT

There was no County Manager's report

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS There were

no public comments to come before the Board.

ADJOURNMENT

Commissioner Hall made a motion to adjourn the Regular Meeting at 7:00 p.m. Vice Chair Westmoreland seconded the motion and it passed unanimously.

Respectfully submitted,


Emily C. Davis
Chair


Cynthia K. Cunningham
County Clerk

AGREEMENT FOR FIRE SERVICE MUTUAL AID

THIS AGREEMENT is made and entered into this 17 day of March 2023, by and between City of Gray Fire Department and Baldwin County Fire Rescue.

WHEREAS, the law of Georgia pennits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

WHEREAS, the law of Georgia permits Municipal Fire Departments and Fire Protection Districts to enter into contracts to provide mutual aid regarding emergency services; and

WHEREAS, the parties hereto are governmental entities and fire service organizations qualified under the law to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are given as a result of a request for assistance under certain circumstances; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency requiling emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

WHEREAS, the parties hereto desire an agreement to provide assistance to each other at the time of a significant emergency and to provide assistance to each other at the time emergency services are given as a result of a request for assistance under certain circumstances or to provide automatic aid to each other; therefore

IT IS MUTUALLY AGREED, for and in consideration of the mutual agreements between the parties hereto, that:

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its fire chief,

or such chief's designee, can reasonably fumish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.

3. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any

way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.
 - b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.
 - c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.
 - d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.
 - e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.
5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.
6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
7. Unless renewed by the parties within one hundred and twenty (120) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, if renewed, five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a one hundred and twenty (120) day advance written notice is mailed or delivered to the other party.
8. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

City of Gray Fire Department



By: John K. Eisele

Fire Chief

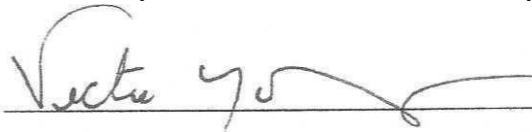


Ed Barbee

Mayor

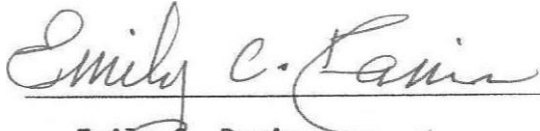
Approved as to form and legality: _____

Baldwin County Fire Rescue, Baldwin County

By: 

Victor Young

Fire Chief



Emily
Davis
Chair

Davis