



**BALDWIN COUNTY
REGULAR MEETING**

**May 16, 2023
1601 N Columbia St, Suite 220
6:00 PM**

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Proclamation Declaring National Salvation Army Week - County Manager
2. Proclamation Declaring May 2023 as Older Americans Month – County Manager
3. Water Tech Degree Program - Kate Pope, GMC
4. Keep Milledgeville Baldwin Beautiful (KMBB) - Dr. Jeffrey Wells, GMC

APPROVAL OF MINUTES

5. April 18, 2023 Regular Meeting
April 18, 2023 Executive Session

ADMINISTRATIVE/FISCAL MATTERS

6. Motorola Contract - Assistant County Manager
7. Transportation Special Purpose Local Option Sales Tax (TSPLOST) Timeline – County Manager
8. Amendment to JAG Contracts – Assistant County Manager
9. Georgia Power Easement – County Manager

OLD BUSINESS

NEW BUSINESS

Honorable Mention

- National Firefighters Day
- Administrative Professionals Day
- National Public Safety Communicators Week

COUNTY MANAGER'S REPORT

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

EXECUTIVE SESSION

Pending Litigation

ADJOURNMENT

REMINDERS

May 29, 2023, Monday, All Non-Emergency Departments will be closed in observance of Memorial Day.

June 6, 2023, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.

June 20, 2023, Tuesday, 6:00 p.m., Regular Meeting, Government Building, 1601 North Columbia Street, Suite 220.



BALDWIN COUNTY COMMISSIONERS REGULAR MEETING

April 18, 2023
1601 N Columbia St, Suite 220
6:00 P.M.

MINUTES

MEMBERS PRESENT

Emily Davis
John Westmoreland
Kendrick Butts
Henry Craig
Sammy Hall

OTHERS PRESENT

Bandon Palmer
Dawn Hudson
Cindy Cunningham

CALL TO ORDER

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

INVOCATION

Ms. Axel Hawkins delivered the Invocation

PLEDGE OF ALLEGIANCE

Baldwin High School JROTC presented the Colors. Ms. Alex Hawkins led the Pledge.

PRESENTATIONS

Legislative Update

Senator Rick Williams and Representative Ken Vance presented an update on the 2023 Legislative Session.

Keep Milledgeville Baldwin Beautiful / Earth Week Proclamation

County Manager Carlos Tobar read a Proclamation proclaiming the week of April 16 through 22, 2023 to be Keep Milledgeville Baldwin Beautiful and Earth Week.

APPROVAL OF MINUTES

Vice Chairman John Westmoreland made a motion to approve the minutes of the April 4, 2023 Regular Meeting and the April 4, 2023 Executive Session as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

ADMINISTRATIVE / FISCAL MATTERS

Georgia Department of Transportation Contracts

Mr. Jim Wolfgang of the Airport Advisory Committee presented information on airport funding. He stated the Georgia Department of Transportation (GDOT) contract amount of approximately \$2,650,000 is for design, engineering and construction costs for the Precision Approach Path Indicator (PAPI) and Terminal Apron Expansion. He discussed the GDOT contracts stating the estimated contract amounts will contain state and federal funds. He reported the local share amount was approved in the current Capital Improvement Plan and will be paid through SPLOST funds.

Mr. Wolfgang stated the GDOT contracts have not been received; however, GDOT has obligated this funding. He requested approval of the contract amount and authorization for the Chair to execute contract documents when received.

Commissioner Sammy Hall made a motion to accept the contract amount as presented and to authorize the Chair to sign contract documents when received. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Resolution for FY 2023 Community Development Block Grant Application

Assistant County Manager Dawn Hudson stated the County is not acting on this item.

OLD BUSINESS

There was no Old Business to come before the Board.

NEW BUSINESS

There was no new business to come before the Board.

COUNTY MANAGER'S REPORT

There was no County Manager's Report.

PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Mr. Edwin Atkins of 939 Walnut Street, Macon addressed the Board expressing his opposition of the location of the Aquatic Center.

Mr. Gregory Barns of 3736 Sussex Drive addressed the Board regarding an Open Records Request that he previously submitted.

Mr. Quentin Howell addressed the Board expressing his appreciation for the way Baldwin County and other counties came together for the MLK Day Programs. He thanked County Manager Tobar who he said went above and beyond to make sure everything ran smoothly.

EXECUTIVE SESSION

Commissioner Sammy Hall made a motion to adjourn into Executive Session at 6:55 p.m. to discuss personnel matters.

RECONVENE REGULAR SESSION

Commissioner Henry Craig made a motion to reconvene the Regular Session at 7:25 p.m. Vice Chair John Westmoreland seconded the motion and it passed unanimously.

ADJOURNMENT

Commissioner Sammy Hall made a motion to adjourn the Regular Meeting at 7:25 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Emily C. Davis
Chair

Cynthia K. Cunningham
County Clerk



Baldwin County Board of Commissioners

Item 6.

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

Type of Action: Agenda Item – Vote Required

Agenda Item: Motorola Contract Approval
Baldwin County P25 System Enhancement & Radio Upgrades

Background: In 2011, Baldwin County purchased a Motorola P25 Communication System and Radios. The useful life of the radios is estimated to be 10 years. The radios will continue to be used as long as parts are available but will no longer be able to be used after that. This was anticipated when developing the projects for the 2023 SPLOST and the upgrade project was included. As one of the top priorities for this 2023 SPLOST, County Management along with our Sheriff, Fire Chief, E911 Director, and EMA Director met with Motorola representatives and technicians to develop a proposal for the system and radio upgrades which are much needed at this time.

Proposal Summary:

Dynamic Dual Mode (TDMA & FDMA) System Enhancement:

- This will expand the number of channels available to the county which would allow us to add other counties, agencies in the future

Enhanced Data and FLEXAPI for CAD mapping:

- Will allow for GPS tracking of all radios

Avtec EX Scout Radio Consoles

- Replaces consoles and server that are 10+ years old
- Allows the county to setup the current consoles at a 2nd location for emergency backup

Portable radios

- Law Enforcement – (88) APX N70 Model 4.5
- EMA – (5) APX NEXT All-Band Radios Model 4.5
- Fire – (80) APX 6000XE BN Model 1.5

Mobile Radios

- Law Enforcement – (45) APX45500 Enhanced for vehicles
- Fire – (40) APX 4500 Enhanced

Control Station Radios

- Base Station – (3) APX 4500
- 911 Center – (3) APX 6500 Enhanced

Flash upgrades to existing radios

- Will allow current radios to be used on the system while they still work

In-person training for FLEX CAD and VESTA 911 Call Handling

Motorola has offered Baldwin County 3-year financing at 0% interest if a contract is signed by June 30, 2023. Payments will be 1 years in arrears and begin on July 31, 2024 in the amount of \$1,139,374 each year for 3 years.

(This is a savings of \$350,000 - \$460,000 from other financing offers at 4.63% interest)

Staff Recommendation:

Approve the proposed contract and 3-year financing agreement

Suggested Motion:

Approve the contract with Motorola and financing agreement and authorize the Chair to sign the documents

AMENDMENT TO PROBATION SERVICE CONTRACT BETWEEN JUDICIAL ALTERNATIVES AND BALDWIN COUNTY SUPERIOR COURT

Fee Schedule Change

The following changes have been made to the service contract between Judicial Alternatives of Georgia and Baldwin County Superior Court. This change is to be effective 7/1/2023 until the end of current contract between the two parties. This fee increase is only effective on new cases with court dates after 7/1/2023.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia -Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one office contact per month and may require as many as four (4), the probationer Shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is -under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee, During the term of this Agreement and Contractors satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order Of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Baldwin County Superior Court Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judges and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff Of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation Of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Coutts written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Baldwin County, Georgia or -certified mail, return receipt requested to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
901 Bellevue Ave

Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8166

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE EXECUTED
THIS AGREEMENT ON THE DAY OF _____20

PROBATION SERVICES CONTRACTOR:

Name: Kenneth Kight
Title: Co-Owner Judicial Alternatives of Georgia, Inc

: _____
Name: _____

Title: _____

Baldwin County, Georgia

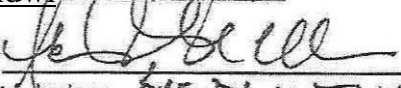
By: 
Chief Judge: Brenda K. Tammell
Court: Baldwin County Superior Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen
Electronic Monitoring Electronic Monitoring without	ORAL ANALYSIS \$10.00 per day, per offender \$12.00 per day, per offender
Anger Management Program	(8 hour course)
"Responsible Behavior"	\$150.00 (8 hour course)

AMENDMENT TO PROBATION SERVICE
CONTRACT BETWEEN JUDICIAL ALTERNATIVES AND BALDWIN
COUNTY STATE COURT

Fee Schedule Change

The following changes have been made to the service contract between Judicial Alternatives of Georgia and Baldwin County State Court. This change is to be effective 6/1/2023 until the end of current contract between the two parties. This fee increase is only effective only on new cases with court dates after 6/1/2023.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Baldwin County State Court, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Baldwin County, Georgia or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc

Attn: Kenneth Kight

901 Bellevue Ave

Dublin, Georgia 31021

Office: (478) 274-0060

Fax: (478) 274-8168

IN WITNESS WHEREOF, TEE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 9 DAY OF May, 2023

PROGATION SERVICES CONTRACTOR By:


Kenneth Kight

Title:Co-Owner,
Judicial Alternatives
of Georgia, Inc

Name:

Title:

Baldwin County, Georgia

By: 

Chief Judge: Paul W. Hitchcock

Court: Baldwin County State Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring	\$ 10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per Offender
Anger Management Program	\$175.00 (8 hour course)
"Responsible Behavior"	\$150.00 (8 hour course)

AMENDMENT TO PROBATION SERVICE CONTRACT BETWEEN
JUDICIAL ALTERNATIVES AND BALDWIN COUNTY
MAGISTRATE COURT

Fee Schedule Change

The following changes have been made to the service contract between Judicial Alternatives of Georgia and Baldwin County Magistrate Court. This change is to be effective 6/1/2023 until the end of current contract between the two parties. This fee increase is only effective on new cases with court dates after 6/1/2023.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Baldwin County Magistrate Court, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by Baldwin County, Georgia or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
901 Bellevue Ave
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20.

PROBATION SERVICES CONTRACTOR:

By: [Signature]
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: _____
Title: _____
Baldwin County, Georgia

By: [Signature]
Chief Judge: Shene M. Geeta C lef Judge:
Court: Baldwin County Magistrate Court: Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
"Responsible Behavior"	\$150.00 (8 hour course)