



Agenda
City Council Meeting
March 27th, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 3/13/23
- b. Revenue Recognition of Donation to K-9 Unit - \$100.00
- c. Revenue Recognition for Sale of Surplus Patrol Vehicles – \$22,284

Citizen Comment

Public Hearings

Reports

Police Department

Old Business

1. Consideration/Approval of Habersham County Animal Control IGA

New Business

2. Consideration/Approval of FD Vehicle Maintenance Request
3. Consideration/Approval of FD Vehicle Gas Request
4. Consideration/Approval of General Fund Wage Study
5. Consideration/Approval of Water Treatment Plant Expense
6. Consideration/Approval of Light Street Water Tank Expense

Executive Session

Personnel

Land Acquisition/Disposal

Potential Litigation

Announcements

- a. The City Council Spring Retreat will be April 20th and 21st from 8:00 am – 5:00 pm at 202 Luthi Road, Alto, GA 30510.
- b. Baldwin Clean Up Day is Saturday, April 22nd from 9:00 am – 12:00 pm! Join us at the Baldwin Farmers' Market at 110 Airport Road and celebrate Earth Day by cleaning up Baldwin roads and planting a tree. Free T-shirt and lunch provided for pre-registered participants. Sign up with your T-shirt sizes at baldwinevents@cityofbaldwin.org by April 7th!
- c. The City of Baldwin will be hosting a Town Hall Meeting on May 1st at 6:30 pm at Life Church. We invite citizens to come ask questions, meet department heads, and discuss the future of Baldwin.

Adjournment

**City of Baldwin
Council Meeting 03/27/2023
Budget Amendment Requests**

Consent Agenda Items

- A. Revenue Recognized \$100.00 for Donation to K-9 Unit (PD-Restricted Funds)
- B. Revenue Recognized \$22,284.00 for Police Department Sale of Surplus Vehicles (x4); with \$8,212.00 committed to Vehicle Maintenance Line Item #100-3200-522200-00 for the following expenses.
 - Patrol Unit Upfitting Unanticipated Costs \$2,971.00
 - Patrol Unit Upfitting Additional Costs \$5,241.00

Old Business

- 1. Animal Control Services- \$4,200.00 Expensed to Line Item# 100-3910-521200-00 from the General Fund Balance Line Item# 100-0000-13200-00

New Business

- 2. FD Vehicle Maintenance-\$25,000.00 amending Vehicle Maintenance Line Item #100-3500-522200-00 from the General Fund Balance Line Item# 100-0000-13200-00
- 3. FD Gas-Vehicles-\$7,000.00 amending Gas-Vehicles Line Item #100-3500-531270-00 from the General Fund Balance Line Item# 100-0000-13200-00
- 4. General Fund Wage Study- Reduce Travel and Training and Increase Contract Services

General Administration Travel Budget \$3,750

Fund	Debit	Credit
General Fund 100	100-1500-523500-00	100-1500-521301-00
Water Fund 505	505-1500-523500-00	505-1500-521301-00
Water Treatment Plant	580-1500-523500-00	580-1500-521301-00

General Administration Training Budget \$3,750

Fund	Debit	Credit
General Fund 100	100-1500-523700-00	100-1500-521301-00
Water Fund 505	505-1500-523700-00	505-1500-521301-00
Water Treatment Plant	580-1500-523700-00	580-1500-521301-00

- 5. Light Street Water Tank Expense: Authorize the use of System Connection Fees for \$32,804.39 to close out project.
- 6. Water Treatment Plant Anthracite Expense: Authorize the use of \$25,000 from Enterprise Fund Balance

**HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: IGA – Animal Control Service – City of Baldwin

DATE: March 20, 2023

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: March 20, 2023

PURPOSE: Consider approval of IGA to reinstate animal control service within the incorporated city limits of Baldwin.

BACKGROUND / HISTORY: The City of Baldwin cancelled animal control service within their city limits, effective November 30, 2022. County staff met with representatives of the City of Baldwin last week and discussed reinstatement of the service for the City of Baldwin for a negotiated flat fee of \$4,200. This flat amount represents a pro-rata share of a revised formula we will be proposing to all cities for the next fiscal year.

FACTS AND ISSUES: This IGA expires June 30, 2023. The county is required to have an IGA to legally provide this service within the city limits of Baldwin.

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION: Motion to approve IGA to reinstate animal control service for the City of Baldwin, effective April 1, 2023, contingent upon the City of Baldwin's approval on March 27, 2023.

DEPARTMENT:

Prepared by: Patti McLarty on behalf of Alicia Vaughn

Director: _____

ADMINISTRATIVE
COMMENTS:

_____ DATE: _____

County Manager

DRAFT

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT
OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA
AND THE CITY OF BALDWIN, GEORGIA**

This Intergovernmental Agreement ("Agreement"), is made and entered into with an effective date of the 15th day of April, 2023 ("effective date" as used herein), by and between Habersham County through its Board of Commissioners (hereinafter "Habersham County"), and the City of Baldwin through its City Council (hereinafter the "City").

WITNESSETH:

WHEREAS, the City of Baldwin has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the "Ordinance"), is in the best interests of the citizens of the City of Baldwin; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City's expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it has previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent hereto. "Identical" shall mean that there are no additions, deletions or amendments to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.
- D. The Board of Commissioners will be responsible for all personnel compensation, benefits, equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated the authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall pay to County the sum of \$4,200.00 for the remainder of the County's fiscal year (June 30, 2023). Said sum shall be billed by County to City on the effective date and shall be due and payable by City no later than 30 days thereafter.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall not automatically renew.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Baldwin City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Habersham County Board of Commissioners on the 20th day of March 2023, and executed this 20th day of March 2023, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY

By: [Signature]
Ty Akins, Chairman

Attest: [Signature]
Brandalin Carnes, County Clerk

Approved by the City of Baldwin, Georgia, on the ___ day of _____ 2023, and executed this ___ day of _____ 2023, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF
BALDWIN, GEORGIA

By: _____
Alice Venter, Mayor

Attest: _____
Emily Woodmaster, City Clerk

January 14, 2023

Ms. Emily Woodmaster, City Clerk CAO
City of Baldwin
City Hall, P. O. Box 247
Baldwin, Georgia 30511

Re: City of Baldwin Market Comparative Classification and Wage Study

Dear Emily:

Engineering Management, Inc. (EMI) would be happy to provide professional services to the City of Baldwin for the completion of a Market Comparative Classification and Wage Study. The completion of this study will represent an analysis of the City's present position classification system and pay plan. It will include our methodology with respect to pay comparisons with competing labor markets, updates to existing classifications and recommendations on amending the City's current pay plan. Also included will be recommendations for changes in the grade assignments of individual position classifications and/or proposed employee pay changes.

The effectiveness of local government is measured in several ways. Two of the most important dimensions are the stewardship of public dollars and the delivery of services to citizens. The proposed study will be based on a comprehensive review and comparable analysis of the City's classification system with previously identified local government entities in the City's relevant labor market as exhibited in the recently completed Public Utilities Wage Study. The analysis will provide data to ensure the City's salary grade structure remains competitive with other employers in the relevant market area. The recommendations will be designed to ensure both salary grades and salary ranges are sufficient for the City to attract and retain well qualified employees as well as retain existing staff to meet varied service delivery requirements.

The objective this study would be to evaluate the current classification and compensation practices in place for the City of Baldwin's Elected Officials, City Hall Staff, Fire Department, and Police Department to include Court and GCIC. Additionally, the study will recommend a policy to reflect competitive and equitable pay for each position based on:

Ms. Emily Woodmaster

January 14, 2023

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- An industry analysis of similar positions in comparable jurisdictions locally and statewide.
- An internal equity review and analysis among comparable positions.
- A comprehensive review and analysis of the various certifications and classification of position within these departments local and statewide as well as within the City of Baldwin.

Scope of Services

1. Conduct a broad compensation search utilizing other similar City's locally and statewide having similar departments. Data obtained from the Georgia Department of Community Affairs as well as local municipalities will be utilized.
2. Develop externally competitive and internally equitable salary recommendations for each class included within the study to maintain appropriate competitive position in relation to other local City's.
3. Assign a salary range to each classification which reflects the results of the industry survey.
4. Present survey results to management for discussions and decisions on overall pay philosophy and the feasibility of acceptance.
5. Review the existing merit-based performance management systems and make recommendations for changes as needed to meet the goal of motivating, rewarding and progressing employees through the pay ranges.
6. Present data-driven rationale for recommendations in written report, and present findings in report to management.

We propose to complete the services as outlined above at our customary hourly rate not to exceed \$7,500. We are prepared to meet with you to discuss this in more detail if you wish. Please feel free to contact us should you have questions.

Very truly yours,

Engineering Management, Inc.



Fletcher Holliday
President

Water Storage Tank and Water System Improvements

GEFA/ARC Budget Analysis

DWSRF 13-016 BALDWIN DRAW SUMMARY

Budgeted Funds	\$	1,634,000.00	\$	300,000.00	\$	1,934,000.00
Draw #	GEFA FUNDS USED	ARC FUNDS USED	TOTAL COMBINED FUNDS USED			
1	\$ 131,010.72	\$ 22,463.88	\$ 153,474.60			
2	\$ 36,720.00	\$ 6,480.00	\$ 43,200.00			
3	\$ 109,534.23	\$ 19,329.57	\$ 128,863.80			
4	\$ 56,426.40	\$ 9,957.60	\$ 66,384.00			
5	\$ 16,595.91	\$ 2,928.69	\$ 19,524.60			
6	\$ 66,389.76	\$ 11,715.84	\$ 78,105.60			
7	\$ 65,469.40	\$ 11,553.42	\$ 77,022.82			
8	\$ 287,479.63	\$ 50,731.70	\$ 338,211.33			
9	\$ 247,518.49	\$ 43,679.73	\$ 291,198.22			
10	\$ 26,900.51	\$ 4,747.15	\$ 31,647.66			
11	\$ 224,709.15	\$ 39,654.56	\$ 264,363.71			
12	\$ 67,503.49	\$ 11,912.37	\$ 79,415.86			
13	\$ 65,450.00	\$ 11,550.00	\$ 77,000.00			
14	\$ 89,431.90	\$ 15,782.10	\$ 105,214.00			
15	\$ 30,039.00	\$ 5,301.00	\$ 35,340.00			
16	\$ 9,269.25	\$ 1,635.75	\$ 10,905.00			
17	\$ 13,707.10	\$ 2,418.90	\$ 16,126.00			
18	\$ 44,518.22	\$ 7,856.16	\$ 52,374.38			
TOTALS	\$ 1,588,673.15	\$ 279,698.43	\$ 1,868,371.58			
			Total Funds Remaining=	\$	65,628.42	

Projected Balance to Finish payments- Tank Contract = \$ 2,000.00

Projected Balance to Finish payments- Pipeline Contract = \$ 232,075.36

Total Projected Funds Needed = \$ 234,075.36

Total Shortfall of Funds Needed = \$ (168,446.94)

March 24, 2023

Emily Woodmaster, City Clerk
City of Baldwin
186 Highway 441
Baldwin, GA 30511-2069

RE: Project Close out Status -Water System Improvements – Water Lines, Tank and Booster
Station
City of Baldwin, Georgia

Dear Emily,

As long awaited, we are in the closing stages of the Water System Improvements Project. All items are installed, and booster pump station and tank are in operation. We are pulling together the final costs and quantities. I wanted to update as to where we are on the final construction costs versus the total GEFA drawdowns thus far.

The final contract totals for each contract are as follows:

1. Phoenix Tank = \$1,087,487.43
2. Griffin Bros.= \$861,484.91
- Total Construction= \$1,948,972.34**

The payments that are yet to be due to the Contractors are as follows:

1. Phoenix Tank = \$2,000
2. Griffin Bros.= \$232,075.36
- 3. Total Construction cost yet due = \$234,075.36**

There have been 18 GEFA draws to date, totaling \$1,868,371.58. Note that in the first Draw #1, the City drew down \$153,474.60 in engineering costs. Since that time, all draws to date have been for construction only.

The total Draws to date total \$1,868,371.58. The total of funds available are as follows:

1. GEFA= \$1,634,000
2. ARC= \$300,000
- Total Funds= \$1,934,000

Hence the funds remaining to apply to the project are the available of \$1,934,000 - \$1,868,371.58 (funds drawn previously) = \$65,628.42.

Hence if the City will need an additional funds as follows:

Funds available =	\$65,628.42
<u>Construction cost yet to pay=</u>	<u>-\$234,075.36</u>
Total additional funds needed =	\$168,446.94

Now in January of 2021 EMI estimated the final additional funds needed would be \$135,642.55 to cover the tank and linework contract. So, this amount of \$168,446.94 is over the previously estimated amount by \$32,804.39. This additional cost is in the line work contract. So, we wanted to provide the causes of the additional funds over the previously estimated amount.

Please keep in mind that the last estimate for additional funds needed was in 2001, and that was indeed an estimate. Since that time, several items have occurred to increase costs. We will list the major elements that influenced this increased cost.

- A. There is a high pressure area along Smoke Rise Drive that is a dead-end 4-inch water line. This area was suspected to EMI prior to construction and communicated to the City as a possible site needing a PRV; however, we were unsure of what the resultant pressures would be with the higher tank and pumps due to unknown piping in the area and unknown headlosses in the piping. During construction, it was determined that the pressures along this road would be too high (over 150 psi) for the older PVC pipe, and hence, EMI recommended an additional pressure reducing valve (PRV) be installed here. We agreed that the contractor could install a new PRV here at the same price as his previous PRV prices provided back in 2019. This is very fair price in that actual material and labor costs are much higher than when quoted 4 years ago. The price was \$19,400.
- B. There was an air release valve (ARV) needed on the 10-inch transmission line between the booster pump station and the tank along the cross-country route. This was on the construction plans and admittedly, EMI did not pick it up in our projections. This cost was \$15,091, which is a fair price.

Items mitigated by EMI to reduce further costs increases:

- C. The contractor installed another air release valve along Airport Road near the Whitfield Funeral home and requested \$13,000 for that installation. This ARV was not on the plans and not required, the contractor installed this for his own use to help bleed air off the line for testing. In short, EMI reduced this cost to \$1,500 as it was not warranted except for the contractor's convenience. None the less, the City will get some use of this installation, thus we recommend a minor payment of \$1,500 at noted.
- D. During construction, the start up of the pump station was significantly delayed due to rocks and other debris in the new pipeline getting lodged in the pump impellers. It has been argued by the contractor that the rocks and debris are in the City's system, not due to installation procedures. In response, a special screen and fittings were fabricated by the pump station manufacturer, Syncroflo, and installed by the contractor. Syncroflo had to make extra trips to the site during this issue as well. This work's value is estimated at

Emily Woodmaster, City Clerk

March 24, 2023

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between \$25,000 and \$30,000. There will be no charge for this to the City resulting in avoiding a further increase.

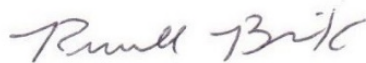
In the end, the current contract value of the line work contract is \$887,452.64. as stated above, the final contract value is \$861,484.91. This will result in a final deduct on this contract of (\$25,967.73).

Attached is a spreadsheet showing the breakout of all GEFA/ARC Draws to date, with the remaining costs to be paid to the contractors illustrating the numbers stated above.

Should the City be agreeable to these figures, EMI will prepare all close out change orders, close out documents, and coordinate with GEFA for any remaining items needed.

As always, should you have any additional questions or concerns, please feel free to contact us at any time.

Sincerely,



Russ Brink, P.E.

Engineering Management, Inc.

CC: Scott Barnhart, PWD
Fletcher Holliday, EMI
Zack Bryan, EMI