



City Council Meeting February 12th, 2024 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 1/29/24 and Work Session 2/6/24.

Citizen Comments

Public Hearings

Reports

Finance - Emily Woodmaster

Old Business

- 1. Consideration/Approval of 1st Reading of Vertical Bridge SUP Ordinance #2024-01136Z
- 2. Consideration/Approval of 1st Reading of Vertical Bridge Variance Ordinance #2024-01137Z
- 3. Consideration/Approval of Statewide Mutual Aid Agreement (Banks Co.)
- 4. Consideration/Approval of Statewide Mutual Aid Agreement (Habersham Co.)

New Business

- 5. Consideration/Approval of Legal Expenses
- 6. Consideration/Approval of Public Safety Funds for Fire Truck

Executive Session

Executive Session for Land Acquisition/Disposal

Announcements

- a. The deadline for city property tax payments has been extended to February 16th. Payments can be made at City Hall or online at www.baldwinpayments.com.
- b. Homestead exemption affidavits for property taxes are due April 1st. Please stop by City Hall with your driver's license or other government-issued ID to complete the affidavit.

Adjournment

**The City of Baldwin will provide reasonable accommodations whenever needed for those participating in a City Council meeting. Please notify the City Clerk as early as possible prior to a meeting to ensure such accommodations can be made in a smooth and timely fashion.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:
 - (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

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- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.
- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
 - (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
- (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and
- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

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supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

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the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

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Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:	
Chief Executive Officer - Signature	Chief Executive Officer – Print Name
County/Municipality:	
Date:/	
GEMA/HS Director – Signature	GEMA/HS Director – Print Name
Date:/	

Statewide Mutual Aid and Assistance Agreement- 2024

<u>APPENDIX A</u> <u>AUTHORIZED REPRESENTATIVE</u>

The below named individual(s), in addition to	the chief executive officer, is/are the Authorized
Representative(s)" for	(county/municipality), and are authorized
to request, offer, or otherwise provide and coornamed county/municipality:	rdinate mutual aid assistance on behalf of the above-
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Print Name	Job Title/Position
Signature of Above Individual	
Chief Executive Officer - Signature	Date:/
Chief Executive Officer – Print Name	

Statewide Mutual Aid and Assistance Agreement- 2024

APPENDIX B DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designation (county/municipality) for the purpose of reimbers.		
Print Name	Job Title/Position	
Signature of Above Individual		
Print Name	Job Title/Position	
Signature of Above Individual		
Print Name	Job Title/Position	
Signature of Above Individual		
Chief Executive Officer - Signature	Date://	
Chief Executive Officer – Print Name		Page 8 of 8

Statewide Mutual Aid and Assistance Agreement- 2024

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the <u>operational</u> control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



City of Baldwin Finance Department

P. O. Box 247

186 Hwy 441 Bypass, Baldwin, GA 30511

Budget Amendment Request

Department Legal		
Requestor Emily Woodmaster		
Justification:		
Revealed in audit there are three outstanding	invoices for legal services in	the amount of \$15,000.
Additionally, we are requesting a budget increa	ase of \$15,000 to complete	egal projects outside of
monthly retainer. Doing so will aid in the comp	letion of outstanding items o	on our policy, procedure
and enforcement updates within the City.		
Amendment(s) to be made:		
From	То	
General Fund Balance	100-1535-521201-00	Legal Fees
Enterprise Fund Balance	505-1500-521201-00	Legal Fees
Enterprise Fund Balance	580-1535-521201-00	Legal Fees
Emily Woodmaster		2/12/2024
Department Head Signature		Date Requested
mily Woodmaster		2/12/2024
CAO/Finance Signature		Date Approved

Legal Fees Breakdown City of Baldwin 12-Feb-24

			General Fund			Enterprise Fund			
Request		Total		55%		35%		10%	
Legal Fees- Invoicing	\$	15,000.00	\$	8,250.00	\$	5,250.00	\$	1,500.00	
Legal Fees- Projects	\$	15,000.00	\$	8,250.00	\$	5,250.00	\$	1,500.00	
•	\$	30,000.00	\$	16,500.00	\$	10,500.00	\$	3,000.00	
Total		\$	16,500.00	\$			13,500.00		

As of 1/26/24

CITY OF BALDWIN, GEORGIA Speed Zone Revenue

Collections Began March 2021

	<u></u>	MMITTED			TOTAL	-		
PUBLIC SAFETY PROJECTS		FUNDS			SPENT			
POLICE	•	CITEC			01 2111	-		
Patrol Upfitting Approved 07/12/2021	\$	6,940.05	\$	\$	6,940.05	Х		
Axon Taser and Body Camera Program Approved 08/12/2021	\$	12,655.04	*	\$	11,862.27		\$	792.77
Lexipol Approved 9/13/2021	\$	3,245.00		\$	3,244.25		Ψ	102111
IT Server Upgrades Approved 12/13/2021	\$	43,000.00		\$	40,655.23		\$	2,344.77
PD Equipment (Glock Pistols-5) Approved 01/10/2022	\$	3,367.00		\$	3,367.00		Ψ	2,0 1 1
Caution Light Repair Approved 03/28/2022	\$	2,000.00		\$	1,600.00		\$	400.00
Security Access Control for PD Approved 505/23/2022	\$	14,765.96		\$	14,765.96		•	
Additional Vehicle Upfitting Approved 11/08/2022	\$	8,046.00		\$	8,046.00			
Up front AME Upfitting Approved 11/08/2022	\$	33,000.00		\$	33,000.00			
Forced Entry Door (SPLIT) Approved 2/27/2023	\$	4,250.00		\$	4,180.59			
K-9 Unit Creation	\$	6,156.95		\$	3,048.89	•		
Police Patrol X6 FY24	\$	10,695.94		Ψ	0,010.00			
1 Patrol Addition FY24	\$	10,599.92						
1 Patrol Addition FY24 Upfitting	\$	9,000.00						
, ,		·						
FIRE								
Turn Out Gear Approved 6/16/2021	\$	22,590.00		\$	19,425.00	X	\$	3,165.00
Computer Upgrades Approved 8/12/2021	\$	6,603.60		\$	6,603.00	X		
Training Facility Upgrades Approved 10/11/2021	\$	23,000.00		\$	23,000.00	X		
Training Facility Upgrades Approved 01/10/2022	\$	40,485.00		\$	37,165.47	X	\$	3,319.53
Utility Trailer Approved 04/25/2022	\$	4,500.00		\$	4,500.00	X		
LUCAS Device Approved 05/23/2022	\$	9,979.99		\$	9,979.99	X		
PowerHawk Combi Tool Approved 06/13/2022	\$	15,730.30		\$	15,730.30	X		
QRV Purchase Approved 11/02/2022	\$	36,684.00		\$	36,684.00	X		
Forced Entry Door (SPLIT) Approved 2/27/2023	\$	4,250.00		\$	4,180.58	X		
Fire Truck Purchase Contribution Approved 11/2/2022	\$	58,133.82						
VEHICLES: Funds Needed for FY24								
Police Patrol x 7 (utilize remaining SPLOST) \$21,295.86								
Fire Truck (utilize 25% allocation) \$71,364.02								
COURT								
Chairs and Furniture Approved 06/12/2023	ф	0 000 00		Ф	0.740.50	v		
BANK FEES	\$	9,900.00		\$	9,710.58	^		
Checks for Account	Ф	95.97		Ф	95.97			
	\$			\$		_	¢	40 000 07
Totals (Month Prior Collections)	Þ	399,674.54		\$	(297,785.13)	_	\$	10,022.07
(Month Prior Collections)	Φ.	4E E00 0E		.	40 000 00		4-4	Committee === 1
#10231 received 06/17/2022	\$	15,523.95		\$	10,000.00		1 s t (Commitment

#10266 received 07/21/2022	\$ 13,898.95	\$ 3,474.74	25%
#32801 received 08/18/2022	\$ 5,330.00	\$ 1,332.50	25%
#10323 received 09/19/2022	\$ 6,175.00	\$ 1,543.75	25%
#10352 received 10/21/2022	\$ 13,877.50	\$ 3,469.38	25%
#10389 received 11/22/2022	\$ 11,781.25	\$ 2,945.31	25%
#10425 received 12/20/2022	\$ 12,886.25	\$ 3,221.56	25%
#10469 received 1/23/2023	\$ 14,072.50	\$ 3,518.13	25%
#10513 received 2/22/2023	\$ 12,675.00	\$ 3,168.75	25%
#10555 received 3/17/2023	\$ 12,545.00	\$ 3,136.25	25%
#10596 received 4/20/2023	\$ 14,521.00	\$ 3,630.25	25%
#10642 received 5/17/2023	\$ 13,299.00	\$ 3,324.75	25%
#10689 received 6/21/2023	\$ 12,012.00	\$ 3,003.00	25%
#10732 received 7/20/2023	\$ 15,080.00	\$ 3,770.00	25%
#10778 received 8/24/2023	\$ 5,070.00	\$ 1,267.50	25%
#10837 received 9/20/2023	\$ 3,510.00	\$ 877.50	25%
#10866 received 10/19/2023	\$ 13,357.50	\$ 3,339.38	25%
#10913 received 11/20/2023	\$ 14,755.00	\$ 3,688.75	25%
# received 12/20/2023	\$ 17,501.25	\$ 4,375.31	25%
# received 1/24/2024	\$ 16,510.00	\$ 4,127.50	25%
Totals	\$ 507,285.93	\$ 67,214.30	

Available Revenue	40,397.09	
Expensed Funds	\$	297,785.13
Committed Funds	\$ 466,888.84	
l otal Collected	\$ 507,285.93	