



**Agenda**  
City Council Meeting  
June 26<sup>th</sup>, 2023  
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

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**Call Meeting to Order**

**Invocation and Pledge**

**Consent Agenda**

- a. Approval of Minutes: Council Meeting 6/12/2023.

**Citizen Comment**

**Public Hearings**

Fiscal Year 2024 Budget

**Reports**

Court – Susan Newsom

**Old Business**

1. Consideration/Approval of Farag Water Account Adjustment
2. Consideration/Approval of FY24 Water Rates
3. Consideration/Approval of CAO Contract
4. Consideration/Approval of FY23 Budget Amendments

**New Business**

5. Consideration/Approval of Appointed Positions
6. Consideration/Approval of New PTO Tiers
7. Consideration/Approval of FC Sanitation Contract

**Executive Session**

Executive Session for Personnel

**Announcements**

- a. The Piedmont Library System Pop Up Rolling Library will be set up at the Baldwin Farmers' Market from 11 am – 12:00 pm every Friday through the end of July. We encourage all residents to come and check out or return books. Additionally, those attending the Pop Up Rolling Library with children will receive food bags courtesy of the Food Bank of Northeast Georgia.
- b. The Baldwin City "Pit"nic is this Saturday, July 1<sup>st</sup> starting at 5:00 pm. We invite our residents to join us at the Farmers' Market for a free cookout. Bring your picnic blankets and lawn chairs and make sure you stay for the fireworks finale! Airport Road from Willingham Ave. to King St. will be closed from 4:30 pm until approximately 10:00 pm.
- c. There will be a Special Called Meeting this Friday, June 30<sup>th</sup> at 6:30 pm for approval and adoption of the FY24 Budget. This meeting will take place at the Baldwin Municipal Courtroom, 155 Willingham Ave, Baldwin, GA 30511.
- d. City Offices will be closed Tuesday, July 4<sup>th</sup> in observance of Independence Day.

**Adjournment**



January 9<sup>th</sup>, 2023

Ran Black Box due to High Use- Christmas Break Freeze

February 1<sup>st</sup>, 2023, Cindy Hernandez

CUSTOMER CALLED AND SAID SHE WENT ONLINE TO PAY HER WATER BILL AND THE BALANCE WAS \$2,000 AND THAT IS NOT NORMAL FOR THEM SO SHE WAS CONCERNED THAT SOMETHING IS NOT RIGHT AND I TOLD HER WE RAN A BLACKBOX AND IT LOOKS LIKE THERE WAS A LEAK FROM THE 24TH TO THE 28TH AND SHE SAID THERE WAS NO WAY BECAUSE THEY WERE NOT HOME THEY WERE IN FLORIDA. SO I TOLD HER THAT WE WOULD RUN ANOTHER BLACKBOX AND THEN CALL HER WHEN WE GET THE WORKORDER BACK.

February 3<sup>rd</sup>, 2023, Cindy Hernandez

Customer called concerned as no one lives in the house and should not have leak. Ran Black Box and show there was no longer a leak but indicated the December leak appeared on the box.

February 15<sup>th</sup>, 2023, Erin Gathercoal

SAID SHE SPOKE W/ CINDY ON 2/1 RE: \$2000+ BILL. CINDY RAN BLACKBOX. SHOWS LEAK OVER CHRISTMAS FREEZE BUT NO LEAK NOW. GIVING INFO TO EMILY FOR CALL BACK

February 27<sup>th</sup>, Emily Woodmaster

Called Customer to discuss account. Encouraged them to cut water off at the meter to prevent any additional water loss and she indicated that friends lived near there and would ask them to cut it off. Reminded her that we could go do that but she said she would have them do it.

March 7<sup>th</sup>, Cindy Hernandez

Requested another Black Box for the Bill Run due to high use again and Cindy was under the impression no one lived there. Black Box indicated bad leak.

April 10<sup>th</sup>, 2023, Cindy Hernandez

HEATHER CALLED AND SAID THAT FOR 4 MONTHS NOW SHE HAS BEEN CALLING AND THAT WE HAVE TOLD HER THAT SHE DOESN'T HAVE A LEAK BUT I TOLD HER THAT SHE DOES HAVE A LEAK AND ITS A BIG ONE AND I TOLD HER THAT I WOULD GET ANOTHER BLACKBOX READING DONE AND WHEN WE GET THE RESULTS I WOULD BE GIVING THEM TO EMILY SO SHE CAN GET IN TOUCH WITH HER.

HEATHER SAID NO ONE HAS GIVEN HER A CALL SINCE ALL THIS STARTED I TOLD HER THAT I HAVE BEEN IN EMILY'S OFFICE WHEN SHE HAS CALLED HER.

April 10<sup>th</sup>, 2023, Brenda Sixtos

Requested Black Box due to another large bill. Black Box indicated major leak. As a result, Emily Woodmaster requested that we cut the customer's water off until it was fixed. Turned off at 1,536,953.

April 18<sup>th</sup>, 2023, Emily Woodmaster

Email requesting to speak regarding a payment arrangement.

April 24th, 2023, Emily Woodmaster

Spoke with Heather regarding her leak. Discussed that I did not want to proceed with a leak adjustment until the next bill cleared and encouraged her to shut the water off at the meter. She indicated friends would go down there and take care of it. I told her I would discuss this with our team and then the council to go over options as this has never happened before. In the meantime, her account was removed penalties and disconnect to ensure no additional fees were added to the account.

May 9th, 2023 Emily Woodmaster

Called the customer back to let them know I hadn't had the opportunity to bring before council but reminded her the account was not going to receive any additional penalties or disconnect fees while we determine next steps. Reminded her that this is an anomaly and has not happened to this extreme as long as I had been here and needed the council's guidance.

May 18th, 2023 Emily Woodmaster

Emailed asking for an update and stated they had sent photos and hired someone to make repairs. Res: waiting to speak to council.

*Current usage as of 6/2 is 262 gallons.*

Total Loss 1,523,152 gallons lost at a customer cost of \$32,842.80 (outside city rates)

6-month average is 60 gallons

Option 1:

**Write it Off**

Option 2:

Reduce the per thousand-gallon rate to \$10.27 (outside city rate) for the first 4,000 gallons of each month totaling 16,000 at \$164.32.

And, reduce the per thousand-gallon rate for the remaining 1,507,152 gallons to \$2.70 (rate charged to wholesale customer) for a cost of \$4,069.31. And reduce the \$200 already paid to the city.

**\$4,033.63 would cover all four months of water loss.**

Option 3:

Reduce total gallons by 782,000 gallons as the City failed to turn off water on March 7<sup>th</sup> when it was apparent there was significant water loss. Charge the remaining 725,152 gallons at the \$2.70 per thousand gallons.

**\$1,957.91 would cover all four months of water loss.**

**City of Baldwin**  
**Proposed Water and Sewer Rates**  
**FY24**

		At 2%		At 3%	
Inside Water Rates FY23		Proposed Inside Water Rates FY24		Proposed Inside Water Rates FY24	
Admin Fee	\$ 5.00	Admin Fee	\$ 5.00	Admin Fee	\$ 5.00
First 2,000 gal	\$ 7.34	First 2,000 gal	\$ 7.49	First 2,000 gal	\$ 7.56
2,000-6,000 gal	\$ 7.78	2,000-6,000 gal	\$ 7.94	2,000-6,000 gal	\$ 8.01
6,001-9,000 gal	\$ 11.67	6,001-9,000 gal	\$ 11.90	6,001-9,000 gal	\$ 12.02
9,001 and over	\$ 15.56	9,001 and over	\$ 15.87	9,001 and over	\$ 16.03
Outside Water Rates 2022		Proposed Outside Water Rates FY24		Proposed Outside Water Rates FY24	
Admin Fee	\$ 5.00	Admin Fee	\$ 5.00	Admin Fee	\$ 5.00
First 2,000 gal	\$ 10.27	First 2,000 gal	\$ 10.48	First 2,000 gal	\$ 10.58
2,000-6,000 gal	\$ 10.90	2,000-6,000 gal	\$ 11.12	2,000-6,000 gal	\$ 11.23
6,001-9,000 gal	\$ 16.34	6,001-9,000 gal	\$ 16.67	6,001-9,000 gal	\$ 16.83
9,001 and over	\$ 21.78	9,001 and over	\$ 22.22	9,001 and over	\$ 22.43
Inside Sewer Rates 2022		Proposed Inside Sewer Rates FY24		Proposed Inside Sewer Rates FY24	
Admin Fee	\$ 5.00	Admin Fee	\$ 5.00	Admin Fee	\$ 5.00
First 2,000 gal	\$ 11.60	First 2,000 gal	\$ 11.83	First 2,000 gal	\$ 11.95
2,000-6,000 gal	\$ 11.97	2,000-6,000 gal	\$ 12.21	2,000-6,000 gal	\$ 12.33
6,001-9,000 gal	\$ 12.35	6,001-9,000 gal	\$ 12.60	6,001-9,000 gal	\$ 12.72
9,001 and over	\$ 12.89	9,001 and over	\$ 13.15	9,001 and over	\$ 13.28
Outside Sewer Rates 2022		Proposed Outside Sewer Rates FY24		Proposed Outside Sewer Rates FY24	
Admin Fee	\$ 5.00	Admin Fee	\$ 5.00	Admin Fee	\$ 5.00
First 2,000 gal	\$ 16.24	First 2,000 gal	\$ 16.56	First 2,000 gal	\$ 16.73
2,000-6,000 gal	\$ 16.77	2,000-6,000 gal	\$ 17.11	2,000-6,000 gal	\$ 17.27
6,001-9,000 gal	\$ 17.29	6,001-9,000 gal	\$ 17.64	6,001-9,000 gal	\$ 17.81
9,001 and over	\$ 18.04	9,001 and over	\$ 18.40	9,001 and over	\$ 18.58



**CHIEF ADMINISTRATIVE OFFICER  
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Baldwin, Georgia, a municipal corporation, hereinafter called "City" or "Employer" and Emily A. Woodmaster, hereinafter called "Employee."

**RECITALS**

**WHEREAS**, City desires to employ the services of said Employee as Chief Administrative Officer of the City of Baldwin, as provided for in the Baldwin Charter and Municipal Code; and

**WHEREAS**, it is the desire of the City Council to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

**WHEREAS**, Employee desires to accept employment as Chief Administrative Officer of the City of Baldwin;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

**Section 1: Duties and Authority**

Employer agrees to employ Employee as Chief Administrative Officer to perform the functions and duties specified in City Charter, municipal code, and other laws and ordinances of the City, and to perform other legally permissible and proper duties and functions as assigned by the City Council from time to time.

**Section 2: Term**

This agreement shall be effective and remain in full force in effect from July 1, 2023 until terminated by the Employer or Employee as provided in Section 9 of this Agreement. This Agreement shall automatically renew on the 1st day of July each year and thereafter for one-year terms unless either party gives the other 90 days advance written notice of their intention to terminate this agreement.

### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$104,000.00, payable in installments at the same time that all other employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

C. In addition to the Base Salary set forth in Subsection 3(A) above, which is to be effective on and after July 1, 2023, the parties hereby authorize a one-time salary supplement to be paid to Employee upon execution of this Agreement in the amount of \$12,283.83; said sum representing the amount of the salary adjustment required for the City to have paid to Employee; the said Base Salary for the period from March 13, 2023 until June 30, 2023, during which the remaining provisions of this agreement were finalized.

### **Section 4: Health Care Benefits & Insurance**

Employee shall be entitled to receive all health care, life insurance, and other benefits offered to all other City employees as noted in the City's personnel policies as they exist and as may be amended from time to time.

### **Section 5: Annual Leave, Sick Leave, etc.**

A. The Employee shall be subject to and governed by the general personnel policies of the City for all other City Employees regarding the accrual and use of paid time off and other forms of leave.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued paid time off and any other benefits then accrued pursuant to the general policies and procedures of the City for all other City Employees.

### **Section 6: Automobile**

Employer shall provide to Employee for her exclusive use a City-owned vehicle during the term of this Agreement for employment, professional, and personal use by Employee, subject to any policies and procedures governing the use of City-owned vehicles adopted by Employer from time to time. All gas, insurance, repairs, and maintenance shall be provided by Employer. Said vehicle shall be selected by mutual agreement of the parties and shall be replaced in accordance with the City's Automobile Fleet program.



## **Section 7: Retirement**

Employee shall be entitled and subject to the same general policies and procedures of the City regarding retirement benefits as are applicable to all other City Employees and as may be amended from time to time.

## **Section 8: Dues, Subscriptions & Professional Development**

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the GCCMA annual conferences, conferences of the Georgia Municipal Association, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that Employee may incur certain expenses of a non-personal but job-related nature from time to time and agrees to reimburse or to pay said general expenses upon presentation and acceptance of a receipt for such expenses.

## **Section 9: Termination, Non-renewal & Severance Pay**

A. Notice of Termination for Cause – Employer may terminate Employee for Cause upon the affirmative vote of three members of the City Council. In the event that Employer terminates Employee for cause, then Employer shall not be obligated to pay Employee severance pay as provided for in Subsection F below. Cause for termination shall include the following:

1. Entry of a plea of guilty or *nolo contendere* or a conviction by a court of competent jurisdiction to any felony, theft, embezzlement, fraud, or bribery within or outside the scope of her employment.
2. After a 60-day period of written notice and opportunity to correct any claimed deficiency, Employee continues to violate a written policy of Employer or continues to violate a term of this Agreement, to the extent said policy is applicable to Employee acting in her capacity as Chief Administrative Officer.

B. Notice of Termination without Cause - Employer may terminate Employee without Cause upon the affirmative vote of five (5) members of the City Council. Prior to said termination, Employer shall give Employee 60 days' written notice in advance of the meeting of the Council to vote on said termination. During said 60-day period, Employer shall continue to pay employee full pay and benefits under this contract. In the event that Employer terminates Employee without cause, then Employer shall be obligated to pay Employee severance pay as provided for in Subsection F below. If the Employee is unable to perform her duties because of illness, accident, injury or mental incapacity and no reasonable accommodations are available, the City Council shall have the option to terminate employment, subject to the severance pay requirements of this section.

C. Notice of Resignation - In the event Employee voluntarily resigns her position with Employer before expiration of the term of her employment, then Employee shall give Employer 60 days' written notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described herein. However, Employer shall pay Employee for accrued annual leave and any other accrued benefits in accordance with the then-existing personnel policies.

D. Notice of Non-Renewal – Employer shall give Employee three (3) months written notice of Employer's intent to not renew this agreement at the end of the original term or any renewal term of this agreement.

E. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at her option, be deemed to be "terminated without cause" at the date of such reduction within the meaning and context of the herein severance pay provisions.

F. Severance Pay—In the event the Employee is terminated without cause, and provided the Employee is willing and able to perform the duties of the position under this agreement, then and in that event, Employer agrees to pay Employee a lump sum cash payment equal to three months aggregate salary and three months for Employee's cost of COBRA continuation. Further, compensation shall be provided for Employee's accrued annual leave. Said lump sum shall be paid to Employee within 30 days of termination. In addition, after one year of employment, Employer shall pay as additional severance pay an amount equal to one month of said salary for each additional year of employment after her first anniversary with a maximum of six months total severance pay. In no event shall the Severance Pay exceed a total of six months aggregate salary.

## **Section 10: Performance Evaluation**

Employer shall review the performance of the Employee annually in January subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

## **Section 11: Hours of Work**

Employee is classified as an exempt employee who is expected to engage in those hours of work which are necessary to fulfill the obligations of her position of employment. Employee does not have pre-established hours inasmuch as she is expected to be available at all reasonable times and to manage emergency matters affecting the Employer that may occur outside the normal workday. On any occasion employee is out of the office for any substantial part of the day, Employee shall make the Mayor or City Clerk aware of her whereabouts. Employee is authorized to schedule her work Monday through Friday of each week, understanding that she will make herself available at all other reasonable times as necessary to fulfill her employment duties.

## **Section 12: Outside Activities**

Employee shall not spend more than five hours per week in teaching, consulting or other non-Employer connected business without the prior approval of Employer. Activities associated with the CVIOG, GMA and GCCMA are deemed to be Employer connected and Employee is encouraged to participate in such activities without reservation.

## **Section 13: Conflict of Interest Prohibition**

A. It is further understood and agreed that in recognition of the duties of the Chief Administrative Officer within and on behalf of the City of Baldwin and its citizenry under the terms of this Agreement, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Baldwin, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Baldwin, without the prior consent of the City Council.

## **Section 14: Indemnification**

To the extent permitted under Georgia Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Administrative Officer or resulting from the exercise of judgment or discretion in connection with the performance of such duties or responsibilities, unless the act or omission involved willful or reckless conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The duty of indemnification provided for herein shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of such legal proceedings, including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties pursuant to this Agreement. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

## **Section 15: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## **Section 16: Other Terms and Conditions of Employment**

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Baldwin Charter or any other law.

B. All provisions of the City Code, the City Personnel Policies and Procedures and regulations and rules of Employer relating to paid time off, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

## **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor and Council of the City of Baldwin, Georgia, 186 Highway 441 Bypass, Baldwin, Georgia 30511

EMPLOYEE: Emily A. Woodmaster, 301 W. Doyle Street, Toccoa, Georgia 30577

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 18: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding upon the Employer and the Employee, as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Effective Date. This Agreement shall become effective on July 1, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Mayor Pro Tem, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

**MAYOR AND CITY COUNCIL OF  
BALDWIN, GEORIGIA**

By: \_\_\_\_\_  
Alice Venter, Acting Mayor

ATTEST:

EMPLOYEE

By: \_\_\_\_\_  
Mayor Pro Tem

By: \_\_\_\_\_  
Emily A. Woodmaster



## **Revenue Recognition**

1. Increase Budget and Recognize \$16,000 for Community Events Sponsorships
2. Increase Budget and Recognize \$3,639 for Memorial Park Donations

## **Budget Amendment Requests**

1. Building Permits- Plan Reviews  
Requesting approval to increase budget from \$0 to \$16,400 for Plan Review Expenditures 100-7200-8521300-00.
2. Enterprise Fund Balance  
  
\* Raw Water Pump Repair \$89,500 from initially approved \$60,000 (FY23 Budget 3.27.2023)  
  
Requesting this expense be expensed from the Enterprise Fund Balance.







Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 222301-1 Date: 08-Jun-23

**To**

Baldwin, City of  
 288 Coldwater Drive  
 Demorest, GA 30535  
 United States of America

**Quote To**

Rick Barron  
 City of Baldwin  
 2150 Paradise Park Road.  
 Demorest, GA 30531  
 United States of America

Terms		Ship Via	Salesperson
Net 30 Days		GWI Truck	JGBOS
Quantity	Description	Unit Price	Amount
	Reference: Layne VTP PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 <span style="float: right;">Expiration Date: 08-Jul-23</span> Part: LAYNE VTP <span style="float: right;">Rev: 139301</span> M/D: 18GM		
	Scope of Work:		
	<ol style="list-style-type: none"> <li>1. Travel to site: Baldwin, GA</li> <li>2. Provide outside crane and rigging service for assistance</li> <li>3. Pull 400HP motor; Pull Layne VTP</li> <li>4. Provide trucking service to deliver pump and motor to GWI</li> <li>5. Disassemble pump complete</li> <li>6. Inspect and record all critical dimensions</li> <li>7. Sandblast and clean all parts to be reused</li> <li>8. Prime and coat pump</li> <li>9. Provide and install the following parts:               <ol style="list-style-type: none"> <li>a. 1 ea. – 416SS Rifle Drilled Bowl Shaft</li> <li>b. 1 ea. – 416SS Top Shaft</li> <li>c. 2 ea. – 416SS Line Shaft</li> <li>d. 2 ea. – Column Rubber Spiders</li> <li>e. Misc. Gaskets, Fasteners and Pipe Fittings</li> </ol> </li> <li>10. Machine/Manufacture and install the following parts:               <ol style="list-style-type: none"> <li>a. 6 ea. – Bronze Bowl Bearings: Fab New</li> <li>b. 1 ea. – Bronze Enclosure Tube Adapter Bearing: Bore &amp; Bush</li> <li>c. 5 ea. – Bronze Enclosure Tube Bearings: Bore &amp; Bush</li> <li>d. 4 ea. – 410SS Bowl Wear Rings: Fab New and Heat Treat</li> <li>e. 4 ea. – 410SS Impeller Wear Rings: Fab New and Heat Treat</li> <li>f. 3 ea. – Register Fits: Weld and Skim for Proper Fit</li> </ol> </li> <li>11. Clean and stack pump</li> <li>12. Dynamically balance rotating assembly within ISO G1.0 Spec</li> <li>13. Assemble pump complete</li> <li>14. Paint and crate pump to ship with the motor</li> <li>15. Provide trucking service to deliver pump and motor to site</li> <li>16. Provide outside crane and rigging service for assistance</li> <li>17. Install Layne VTP; Install 400HP motor</li> <li>18. Set the lift; Set pump to run</li> <li>19. Verify operation</li> </ol>		





Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 222301-1 Date: 08-Jun-23

**To**

Baldwin, City of  
 288 Coldwater Drive  
 Demorest, GA 30535  
 United States of America

**Quote To**

Rick Barron  
 City of Baldwin  
 2150 Paradise Park Road.  
 Demorest, GA 30531  
 United States of America

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	JGBOS	
Quantity	Description	Unit Price	Amount	
1	ea Delivery 6-8 Weeks ARO. Note: GWI will provide a 1-year warranty on materials and workmanship. Quote prepared by Jonathan Keirns / Engineering Manager For the above scope of work, GWI Quotes	\$65,830.00	\$65,830.00	









Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

**Quote**

ID: 222301-1 Date: 08-Jun-23

**To**

Baldwin, City of  
 288 Coldwater Drive  
 Demorest, GA 30535  
 United States of America

**Quote To**

Rick Barron  
 City of Baldwin  
 2150 Paradise Park Road.  
 Demorest, GA 30531  
 United States of America

<b>Terms</b>	<b>Ship Via</b>	<b>Salesperson</b>
Net 30 Days	GWI Truck	JGBOS

Quantity	Description	Unit Price	Amount
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.		





Appointments for FY24

City of Baldwin

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City Clerk - Emily Woodmaster

City Attorney - Dale "Bubba" Samuels, The Samuels Firm

City Solicitor - Teresa DiPonzio, The Samuels Firm

City Judge - Robert Sneed

City Engineer - Fletcher Holliday, Engineering Management, Inc.

City Auditor – Morris & Waters

Mayor Pro Tempore -

DRAFT



# memo

To: All City Staff  
From: Mayor and Council  
Effective Date: July 1<sup>st</sup>, 2023

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## Policy Manual Section III Employee Benefits

### 2.1.2 Rate of Accrual for Typical 8-Hour Employees

Full-time employees shall accrue personal leave upon completion of each biweekly pay period. Personal leave is accrued as follows:

Years of Service	Personal Leave Total	Accrual Rate Bi-Weekly
1-3 years	80	3.077
3-8 years	120	4.615
8-15 years	160	6.154
15-30 years	200	7.693
30 years plus	240	9.231

### 2.1.3 Rate of Accrual for Non-Civilian Public Safety Employees

A Non-Typical employee works more than an 8-hour workday.

Years of Service	Personal Leave Total	Accrual Rate Bi-Weekly
1-3 years	194	7.462
3-8 years	236	9.077
8-15 years	278	10.692
15-30 years	320	12.308
30 years plus	362	13.924

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## MUNICIPAL WASTE COLLECTION AND DISPOSAL AGREEMENT

THIS Agreement entered into this 1st of July, 2023 by and between the City of Baldwin, Georgia (hereafter referred to as the “City”), and FC Sanitation (hereafter referred to as “FCS” or “Contractor”), and shall renew on the 1<sup>st</sup> of July, 2024.

### WITNESSETH:

WHEREAS, the City has the authority to enter into agreements with private parties for collection and disposal of municipal solid waste (Commercial and Residential); and

WHEREAS, FCS has submitted a written proposal to the City Council, proposing to provide the City with collection and disposal service; and

WHEREAS, FCS has skills and experience in the collection and disposal of solid waste, and FCS has vehicles, equipment and landfill disposal capacity; and

WHEREAS, FCS desires to provide the City collection and disposal services previously proposed to the City, and the City desires to engage FCS to provide collection and disposal services.

NOW THEREFORE, in consideration of these premises, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be bound, hereby agree as follows:

#### 1. DEFINITIONS

- **BULKY WASTE:** A large appliance, piece of furniture or waste material from a residential source other than construction debris or hazardous waste, with a weight or volume greater than allowed for Residential Carts.
- **BAGS AND OTHER CONTAINERS:** All Garbage and other household waste must fit inside the carts provided for garbage service, on pick-up day.
- **HAZARDOUS WASTE:** Waste designated as hazardous by the U.S. Environmental Protection Agency, or appropriate State Agency.
- **RESIDENTIAL UNIT:** A group of rooms located within a building and forming a single inhabitable unit for one family, with facilities, which are used or are intended to use for living, sleeping, cooking, and eating.
- **EXCESS:** Any amount of garbage that does not fit in a standard 95-gallon cart with the lid closed. Excess on a regular occurrence is defined as more than 1-time per month per residence.
- **SPECIAL ITEM:** Any item too large or bulky to be compacted, or any item may cause damage to FCS equipment or vehicles or pose risk to FCS personnel.
- **GOBACK:** Any out of route garbage collection.

**2. TERM**

The term of the agreement shall be for the transfer and fulfillment of a one (1) year period, originally commencing on July 1, 2023 and shall automatically renew on July 1<sup>st</sup> unless either party submits a notice for non-renewal within 90-days of the renewal date. Updates or changes to this contract must be submitted within 90-days of the renewal date for review. Either party may submit requests to make amendments to this contract in writing at any time during the duration of this contract for review. Changes may go into effect within 30-days of signed approval by both City and Contractor.

**3. EXCLUSIVE RIGHT**

The City grants FCS the exclusive right during the term of this agreement, to collect and dispose of the residential and commercial solid waste (requiring commercial bulk garbage container service) located within the City, including any annexations during the term hereto. The City warrants that it has not granted the exclusive right as described in this agreement to any other person or entity.

The City covenants that during the term of this agreement (so long as FCS performs its services pursuant to this agreement in satisfactory manner as determined in the discretion of the City Council of the City, but determination to be in good faith) it will not engage other individuals or itself become involved in the activity of collection and disposing of residential and commercial solid waste or any other similar activity that would impair the exclusive right of FCS. Or take any actions to enact any ordinance (except to comply with general statutory requirements), which would impair or make more costly FCS's ability to perform hereunder.

FCS will provide curbside service once per week for collection of municipal solid waste at the City's residential units and from commercial premises not requiring commercial bulk garbage container service. FCS will be responsible for delivering and providing ninety-five-gallon carts to residential units requiring service as needed. It will be the resident's responsibility to have the cart(s) at the curb (street) by 6:00 a.m. on the scheduled pick-up day. Household service will be provided for homes the City verifies have no occupant that can get the cart to the curb for an additional rate of \$5.00 per cart.

FCS may, in addition, provide collection, hauling and disposal services for commercial and industrial customers requiring commercial bulk garbage container service in the City, at the rates set forth herein. Commercial and industrial customers that prefer to direct haul to the landfill will receive the landfill rates as set by landfill, for R & B Landfill in Homer, Georgia and the Habersham County Landfill in Mt. Airy, Georgia.

FCS may decline to collect any container, bag, or bundle not so placed, any container not defined in the Definitions, any container that contains sharp objects or liquids, or any residential refuse not properly contained within the cart. In no event will FCS be required

to collect hazardous waste, or waste or other materials prohibited for disposal at a sanitary landfill, as prescribed by Federal, State, or local laws, rules, regulations, ordinances or permit conditions. FCS may provide collection of Special Item pickup to residential customers. Special Item pickup prices and arrangements will take place between individual residents and FCS. Residents may request a special pickup quote by submitting a photograph and brief description of the items to be picked up either at FCS Toccoa Offices, or to [customerservice@fcsanitation.com](mailto:customerservice@fcsanitation.com). FCS will provide a case-by-case estimate and invoice the residents directly for all special pickups. The City may request Excess Pickups and Gobacks by FCS. Each request for Excess or Goback pickups will be itemized on a document jointly maintained by the City and FCS. FCS shall reserve the right to adjust the rate of these fees from the average rate prior to performing the requested, and shall provide notice to the City prior to performing the service to cover any additional expense or risk associated with each request. FCS must obtain written approval by an authorized a City Representative prior to performing the additional services on behalf of the City.

Rates will be based on the following guidelines:

1-10 Kitchen Bags - \$3 per bag

1-10 Large Contractor Bags - \$4 per bag

11-20 kitchen bags – \$60

11-20 Contractor bags - \$75

More than these amounts will require a special pickup which will be quoted by the Contractor to the City. City may also choose to refer the directly to FCS for the Special Pickup.

Any excess volume of garbage produced by a Resident that is deemed a public nuisance or hazard may be considered a Special Pickup requested by the City. The City will provide photographs and a brief description of the volume and type of trash for FCS to properly quote the Special Pickup. FCS reserves the right to refuse any Special Pickups ordered by Residents or City for any reason, and will provide a written explanation of any necessary refusals.

#### **4. HOURS OF COLLECTION**

Normal hours of collection will be 6:00 a.m. to 6:00 p.m.

#### **5. ROUTES AND SCHEDULE OF COLLECTION**

Schedule collection days will be provided to the City for the entire year and shall be a consistent day of the week as much as possible and posted at City Hall.

#### **6. MISSED COLLECTIONS OR COMPLAINTS**

Service-related complaints will be resolved within 24-hours of receipt. FCS will have a telephone number available to all customers. FCS will designate one (1) or more employees to specifically handle complaints and have a designated “Complaint” employee on duty on the day of the collection. The name and phone number of the designated

employee will be provided to the City.

**7. HOLIDAYS**

The following holidays will be observed as non-collection days, Thanksgiving Day, and Christmas Day. FCS will pick up the garbage on the next day following the holidays unless it is a Sunday. In that case it would be Monday.

**8. COLLECTION VEHICLES AND CARTS**

Vehicles will be clean and in good repair. They will meet applicable laws and regulations. Each vehicle will have a “vehicle number” plainly visible. FCS will provide the City an inventory of carts that will remain on site at a Baldwin Public Works facility. The City will use this inventory to deliver, pickup and swap carts for residents. FCS will replace broken and damaged carts to maintain suitable inventory levels for the City. Carts remain property of FCS.

**9. PERSONNEL**

Uniforms will be provided and proper work manners will be enforced.

**10. NOTIFICATION OF RESIDENTS**

FCS shall inform all residents as to complaint procedures, rates and schedules for collection and provide a copy to the City. The City is responsible to notify FCS in writing of any new residents requiring carts, residents requiring additional carts, residents requiring fewer carts, residents with delinquent or suspended accounts, allowing sufficient time for FCS to deliver new carts, remove or replace old or damaged carts, suspend or reinstate service. Carts remain property of FCS. City must provide full verified addresses with street number, name, and city to ensure proper and timely delivery.

**11. RATE SCHEDULE**

Before commencement of work under this agreement, it shall be the City’s responsibility to provide FCS an accurate address list of Residential and Commercial units to receive service. The city shall provide a monthly count of all customers and cans. FCS will use this count to create the invoice for the following month’s service.

FCS will bill the City at the end of each month, for residential (and commercial service, as applicable), with payment due within 30 days of billing. FCS will bill all commercial customers (of commercial bulk garbage container service) direct. FCS will bill all residents for Special Pickups direct.



Rates for Service will be as follows:

(a) Once per week service:

95-Gallon cart - \$14.00 per month per cart per residential or commercial (non-bulk) unit.

Additional Carts - \$14.00 per month

House-Side Service - \$5.00 per cart per residence

Excess Pickups - \$5.00 per instance per residence (average)

GoBack Fee - \$10.00 per instance per residence (average)

Frontload Containers

- 4-yard frontload container (1) Cold Water Dept – 288 Cold Water Dr (\$84/mo avg)
- 4-yard frontload container (1) Kudzu Water Dept – 200 Kudzu Hill Dr (\$84/mo avg)
- 8-yard frontload container (1) D.P.W. - 385 Willingham Ave (\$97/mo avg)
- 8-yard frontload container (1) Baldwin City Police – 165 Willingham Ave (\$97/mo avg)

Front-load containers and addresses may be added or removed upon request. Rates and service frequencies will be discussed and must be approved by an Authorized City representative and an Authorized FCS representative in writing 30-days prior to location service start or termination.

Front-load containers must be accessible and unobstructed on their regularly scheduled pickup days and times. If containers are not accessible or are obstructed, FCS shall provide evidence upon request to the City. Gobacks and excess pickups may be assessed and assigned on a case-by-case basis as they are requested by the City.

Customers who consistently have excess as outlined in definitions will be required to sign up for an additional cart through the City to meet the quantity of garbage placed at the curb. The City shall provide notice to FCS and add the quantity to the monthly customer count list.

**12. UNUSUAL OR UNANTICIPATED COST**

FCS may pass through to the City any Landfill price increases and/or any additional governmental fees, or other cost such as an increase in fuel cost. The city will be given 30-days advanced notice as well as an explanation of the increase prior to the commencement of any such increase. Unanticipated increases may not exceed 6% of the contract rate in a given calendar year without consent of the City. Percentage increases made due to temporary fuel price surges will be reduced again once the price surge is over.

**13. INDEMNITY**

FCS will indemnify and save harmless the city, its officers, agents, servants, and employees from and against all law suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and reasonable attorneys' fees to extend resulting from a willful

or negligent act or omission of FCS, its officers, agents, and employees in the performance of this agreement; provided, however that to the extent allowed by Georgia law, the City shall indemnify and save harmless FCS, its subsidiaries, affiliates, parent corporation, officers, directors, employees and agents from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent arising out of the award of this agreement or resulting from a willful act or omission of the City, its officers, agents, and employees.

**14. INSURANCE AND PERFORMANCE**

FCS shall maintain in full force and effect throughout this agreement and throughout this agreement and throughout renewal thereof the following types of insurance in at least the limits specified below:

Coverage	Minimum Limits of Liability
Worker's Compensation	Statutory
General Liability	1,000,000 combined single limit
Automobile Liability	1,000,000 combined single limit

All insurance will be by insurers authorized to do business in Georgia. Prior to the commencement of work, FCS shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not be cancelled, permitted to expire, or be changed without 10-days advance written notice to the City.

**15. NOTICE**

A letter properly addressed and sent by certified mail or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent when received at the appropriate address or deposited in the United States Mail.

Address for notices to the City: City of Baldwin  
P.O. Box 247  
Baldwin, GA 30511

Address for notices to FCS: FC Sanitation  
64 Stephen Dr.  
Toccoa, GA 30577  
Fax: 706-886-2229

## **16. TERMINATION**

A finding of unsatisfactory service shall constitute a breach of this Agreement and be grounds for termination by the City. The following procedure shall be followed in the event of a breach of the Agreement.

- a) FCS shall have (2) days after receiving verbal notice of such a breach from the City in which to correct or abate the breach.
- b) In the event the breach has not been corrected or abated within the initial two (2) day period, the City shall provide written notice (which may be facsimile transmitted) of such breach to the Contractor and the Contractor shall have two (2) additional days after sending of the written notice of such breach from the City in which to correct or abate the breach within the two (2) additional day period, the City may, at its sole option immediately terminate this agreement by giving written notice of such termination to the contractor. Any written notice provided for herein shall be deemed properly sent, mailed or delivered when the same is sent by facsimile transmission or deposited in the United States Mail, registered mail with a return receipt requested, postage prepaid, and properly addressed to the Contractor at its local address. In the event the contractor terminates the Agreement due to such breach, the City may contract with another firm to carry out the duties and responsibilities of the Contractor or perform the services and duties of the Contractor by City personnel. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any reason or no reason, by giving to the other party written notice of termination, ninety (90) days prior to the termination date. Each party shall fulfill their duties and obligations under the Agreement during the ninety (90) day notice period.

## **17. FORCEMAJEURE**

Neither FCS nor the City shall be liable for the failure to perform their duties or for any resulting damage, or loss if such failure is caused by fire, accident, severe weather conditions, act of God, or other similar or different contingency beyond the reasonable control of FCS or the City.

## **18. ASSIGNMENT OF AGREEMENT**

No assignment of this agreement or any right accruing under this agreement shall be made in whole or in part by FCS without the express written consent and shall not be unreasonable withheld.

## **19. WAIVERS**

A waiver by either party of any breach of any provision hereof shall not be deemed a waiver of any succeeding breach of such provision or as a waiver of any other provision.

**20. SEVERABILITY**

Should any term, provision, or other part of this agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the agreement shall not be affected but shall remain in full force and effect.

**21. BINDING EFFECT**

The provision, covenants, and conditions of this agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**22. AMENDMENT OF THE AGREEMENT**

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representative of all parties to this agreement.

**23. ENTIRE AGREEMENT**

This agreement constitutes the final and complete agreement and understanding between the parties' agreements and understanding, whether oral or written, are to be without effect in the construction of any provision or term of this agreement if they alter, vary, or contract this agreement.

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

City of Baldwin

Toccoa Corporation Inc.  
DBA FC Sanitation/FCS

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Scott Elmer, President & CEO

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

