



Agenda

City Council Meeting

January 13th, 2025

6:30 pm

Baldwin Municipal Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 12/9/2024 and Work Session 1/7/2025.

Public Comments

Public Hearings

Reports

Old Business

1. Consideration/Approval of 2nd Reading of Aguilar Zoning Change Ordinance [#2024-12156Z](#)
2. Consideration/Approval of GIRMA First Responder PTSD Resolution [#2025-01158R](#)
3. Consideration/Approval of Fire Department Training Facility Agreements

New Business

4. Consideration/Approval of 1st Reading of Mora-Zavala SUP Ordinance [#2025-01159Z](#)

Executive Session

Announcements

- a. Due to unforeseen delays, 2024 property tax information was released later than typically expected, and the bills have now been sent via postal mail. As it is the City's practice to extend the due date in the event of billing delays, the new due date for 2024 property taxes is February 28th, 2025. For any questions, please call City Hall or email cityclerk@cityofbaldwin.org.
- b. City Offices will be closed Monday, January 20th in observance of Martin Luther King, Jr. Day.

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 accommodations can be made in a smooth and timely fashion.*

FIRST READING December 9th, 2024

PUBLISHED December 20th, 2024

ZONING HEARING January 7th, 2025

PASSED _____

AN ORDINANCE NO. 2024-12156Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY ZONING ALL THOSE TRACTS OR PARCEL OF LAND OWNED BY PEDRO AGUILAR TREJO AND BEING .71 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 091D 013 AND LYING AND BEING IN LAND LOT 185 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO RESIDENTIAL SINGLE FAMILY DISTRICT (R2), WITHOUT CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City Council of Baldwin, Georgia as follows:

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands shall be zoned and so designated on the zoning map of the City of Baldwin as Residential Single Family District (R2) being approximately .71 acres and with the following conditions:

Conditions:

- a. none.

Legal Description:

All that tract or parcel of land being approximately .71 acres, being Tax Map Parcel 091D 013 and lying and being in Land Lot 185 of the 10th Land District of Habersham County, Georgia and more particularly described on a deed or plat, and which is attached hereto, and

incorporated by reference hereof, into this legal description.

Section 2. REPEAL OF CONFLICTING ORDINANCES.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. SEVERABILITY OF PARAGRAPHS.

If any portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section 4. AMENDMENT TO THE ZONING MAP.

This ordinance is enacted as an amendment to the zoning map of the City of Baldwin.

Section 5. EFFECTIVE DATE.

The effective date of the zoning classification imposed by this ordinance shall be on the date the ordinance is approved by the City of Baldwin, by and through its City Council.

SO ORDAINED this 13th day of January 2025.

BALDWIN CITY COUNCIL

By: _____
Mayor Stephanie Almagno

Council Member Erik Keith

Council Member Nancy Lehman

Council Member Kerri Davis

Council Member Maarten Venter

Council Member Alice Venter

Attest:

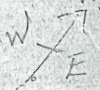
Erin Gathercoal
City Clerk

DRAFT

PLAT OF BALDWIN, GA.

On Main Line of Southern Railway, 76 miles Northeast from A

HABERSHAM COUNTY.



BANKS COUNTY.

Scale of 300 feet to an inch.

November, 18

A. REYNOLDS, C. E.

*The above plat placed on record
January 25th 1890.*

J. A. Ervin etc



12/2/2024
Date Received

Application for Variance or Zoning Change

Application Creation Date ~~12/11/24~~ 11/25/24
Published Date 12/20/2024

First Reading Date 12/9/2024
Second Reading Date 1/13/2025

Applicant Information

Name	Pedro Aguilar T.
Address	112 Shore St
City/State/Zip	Baldwin Ga 30511
Phone	706-949-8645
Fax	
Email	Pedro.aguilar125@gmail.com

Property Owner Information

Name	Pedro Aguilar Trujillo
Address	112 Shore St
City/State/Zip	Baldwin Ga 30511
Phone	706-949-8645
Fax	
Email	Pedro.aguilar125@gmail.com

Status of Applicant

<input checked="" type="checkbox"/>	Current Property Owner
<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	Area Resident
<input type="checkbox"/>	Other (Explain)

Variance Request(s)

Describe Type Variance(s) Requested	Change zoning from Neighborhood Commercial
Vary From	Neighborhood Commercial (NC)
Vary To	Residential Single Family District (R-2)

Zoning Information

Current Zoning Classification(s)	Neighborhood Commercial
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Parcel Information

Tax Parcel Number(s)	09115013	Acreage	0.71
Location (Street Address)	112 SHORE STREET		
Existing Structure(s)	Residential home (built ~ 1978)		
Description of Proposed Use	Residential		

Fee Information

Variance Fee	If work not in progress	\$
	If work in progress	\$
Amount Due	Include all fees required	\$0.00

Supporting Documents Required

<input type="checkbox"/>	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11 size) and One- 8.5 x 11 size
<input checked="" type="checkbox"/>	Plat One full scale and One reduced to 8.5 x 11 size
<input checked="" type="checkbox"/>	Statement of Hardship
<input type="checkbox"/>	Architectural Rendering One full scale (folded to 8.5 x 11 size) and One- 8.5 x 11 size
<input type="checkbox"/>	Other Explain

Method of Payment

<input type="checkbox"/>	Paid by Check	Check No.	
<input type="checkbox"/>	Paid Cash	Receipt No.	

Applicant's Certification: I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the Public Notice Requirements.

Signature of Applicant Pedro Aguilar T.

Date 11-25-24

Application Taken By [Signature]

Date 12/2/2024

Application **WITHDRAWAL** Notification: I/we hereby withdraw the above application.

Signature of Applicant _____

Date _____

PROPERTY OWNER AUTHORIZATION

Instructions: Each property owner must complete and sign a Property Owner Authorization page and provide the information requested under the **Owner Information Certification** section. In the event there is more than one property owner, a separate Property Owner Authorization page must be completed by each property owner.

OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Habersham or Banks County, Georgia:

Name of Owner	Pedro Aguilar Trejo
Owner's Address	112 Shore St #
City / State / Zip Code	Baldwin Ga 30511
Owner's Phone Number	706-949-8645
Owner's Cell Phone Number	
Print Owner's Name	Pedro.aguilar1252@gmail.com

As the owner of the subject property I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Variance request to be heard by the City of Baldwin Planning and Zoning Board during public hearing.

NOTARY PUBLIC CERTIFICATION

Instructions: All Property Owner Authorization sheets must be complete, signed and duly notarized.

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Pedro Aguilar T.
Signature of Owner

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]
Notary Public

11/25/2024
Date



Please describe briefly your reason for requesting this variance:

APPLICANT INFORMATION CERTIFICATION

Instructions: If the Owner and the Applicant are the same, the **Applicant Information Certification** section of this document is not required. If the Owner and the Applicant are not the same, each applicant must complete and sign the **Applicant Information Certification** section of a separate **Property Owner Authorization** page. The signature of each applicant must be notarized.

Name of Applicant	
Applicant's Address	
City / State / Zip Code	
Applicant's Phone Number	
Applicant's Cell Phone Number	
Print Applicant's name	

NOTARY PUBLIC CERTIFICATION

Instructions: All **Property Owner Authorization** sheets must be complete, signed and duly notarized.

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Signature of Applicant

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

Date

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

NOTE: This form is required for all annexation and/or zoning actions

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (1) The name and official position of the local government official to whom the campaign contribution was made; and
 - (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action had made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:
 - (1) The name and official position of the local government official to whom the campaign contribution was made; and
 - (2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

APPLICANT'S CERTIFICATION

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

<input type="checkbox"/>	I have within the two years immediately preceding this date (See * below)
<input checked="" type="checkbox"/>	I have not within the two years immediately preceding this date

made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

***NOTE:** If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the first hearing by the City Council or any of its agencies on the rezoning application.

(1) _____
(Name and official position of the City Council Member and/or Planning or Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made)

(2) Amount: \$ _____ Date: _____

STATEMENT OF HARDSHIP

Where the Mayor and Council find that strict compliance with the provisions of this ordinance would result in practical difficulty or unnecessary hardship, the Mayor and Council may, upon application from the property owner, grant a variance from the terms of this ordinance so that the spirit and intent of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such individual cases of unnecessary hardship upon consideration by the Mayor and Council of the standards for considering zoning decisions as set out in Article VXIII of the City of Baldwin Zoning Ordinance and finding that one or more of the following conditions exist:

Describe how each situation listed below relates to your application.

1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;

2) The application of this ordinance to the particular piece of property would create an unnecessary hardship;

3) Such conditions are peculiar to the particular piece of property involved;

4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

The procedure by which the Mayor and Council will consider any request for a variance shall be governed by the provision of Article VXIII.

SEE ATTACHED.

I hereby certify that the above information and all attached information is true and correct.

Signature of Applicant

Pedro Aguilar T

Date

12-02-24

My property at 112 Shore Street, Baldwin, GA 30511 is currently zoned Neighborhood Commercial, even though it has had a residential home built on it for several decades. I am unable to obtain the correct permits from the City of Baldwin to renovate the porch on my home until the zoning has been corrected.

I am asking the City Council to change the zoning for 112 Shore Street to an appropriate residential zoning so that I may move forward with upgrading my home.

Pedro Aguilar T
Pedro Aguilar T.

12-02-24
Date

PUBLIC NOTICE REQUIREMENTS

City of Baldwin zoning regulations require public notice be given on all zoning applications, as follows:

1. A **legal advertisement** shall be published no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. (This requirement is covered by the Planning Department staff.)
2. A **public notice sign** shall be placed in a conspicuous location on the property which is subject to the zoning application. The original public notice sign will be posted by Planning Department staff.

As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Department staff will prepare and place a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Baldwin Department of Planning and Development immediately by calling 706-778-6341 so the sign can be replaced. Failure to report problems with the sign during the entire period of the hearings will also result in a delay.

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location will result in your request being tabled until the sign is posted as required. Failure to ensure the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given. If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens, particularly those who receive notice letters, often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given.

Multiple sign posting on a site may be required if it is so determined by the Planning Department staff to be necessary. Signs should be placed as near to the road as possible so they are clearly visible. The sign(s) cannot be obstructed by vegetation, etc.; may not be placed at an inappropriate distance from the road; or placed on something in such a manner so as to blend into the scenery.

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant

Pedro Aguilera T

Date

11-25-24

eFiled & eRecorded
DATE: 5/3/2024
TIME: 9:28 AM
DEED BOOK: 01364
PAGE: 00806 - 00807
RECORDING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 0667578635
CLERK: David C Wall
HABERSHAM County, GA
PT61: 0682024000752

RETURN TO 2017090001
ADAMS, ELLARD & FRANKUM, P.C.
P. O. BOX 82
CLARKESVILLE, GA 30523
706-754-2171

MAP & PARCEL #091D/013

LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

STATE OF GEORGIA,

COUNTY OF HABERSHAM.

THIS INDENTURE, made this 3rd day of May in the Year of Our Lord Two Thousand and TWENTY-FOUR between FULGENCIO AGUILAR RINCON of the State of Georgia and County of Habersham, of the first part, and PEDRO AGUILAR TREJO and ORTEGA RESENDIZ of the State of Georgia and County of Habersham of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Good and Valuable Considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said parties of the second part their heirs and assigns, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 185 of the 10th Land District of Habersham County, Georgia, and being in the Town of Baldwin, Georgia, designated as Lots 8, 9, 19 & 20 in Block Number 43, as shown on a plat of survey prepared by John A. Reynolds and recorded among Habersham County, Georgia Records in Plat Book JJ, Page 433, said plat and the record thereof being incorporated herein by reference for a more complete description.

LESS AND EXCEPT: That tract or parcel of land deed by that certain Right of Way Deed to Georgia Department of Transportation, consisting of 0.07 acre, more or less, dated February 21, 1996, recorded among the Habersham County, Georgia Records in Deed Book 346, Page 563.

NOTE: The above described property is the same property described in and conveyed by a Warranty Deed to Wingate, LLC, dated October 2, 2013, recorded in the office of the Clerk of Superior Court of Habersham County, Georgia, in Deed Book 1040, Page 733.


eFiled & eRecorded
DATE: 5/3/2024
TIME: 9:28 AM
DEED BOOK: 01364
PAGE: 00807

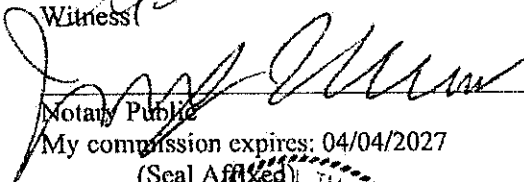
TO HAVE AND HOLD said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID parties of the first part, for their heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said parties of the second part, their heirs and assigns, against all persons claiming by, through or under parties of the first part, but not otherwise.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and affixed their seal.

Signed, sealed and delivered in the presence of:

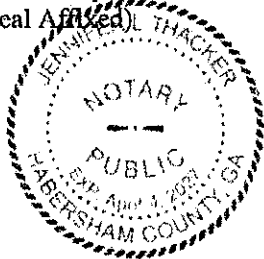


Witness


Notary Public
My commission expires: 04/04/2027
(Seal Affixed)



FULGENCIO AGUILAR RINCON (SEAL)



**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

_____ First Responder Lump Sum PTSD Diagnosis Benefit Only* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

**On behalf of _____ [Name of Participating Employer], _____
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

RESOLUTION #2025-01158R

A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the Public Entity of City of Baldwin , located in Habersham and Banks County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The Chief Administrative Officer of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the Application and Participation Agreement for such GIRMA Fund.
2. The Chief Administrative Officer of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
4. This resolution shall be effective on the date of adoption.

Adopted this _____ day of _____ 20 _____.

CITY OF BALDWIN

By: _____
Stephanie Almagno, Mayor

Attest: _____
Erin Gathercoal, City Clerk

**Georgia Interlocal Risk Management Agency (“GIRMA”) Fund C Election Form
for Existing GIRMA Members**

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity’s primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.



GMA - GIRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: City of Baldwin

Member Number: 0000349

Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit –		
All First Responders		
Lifetime Benefit per first responder:	\$3,000	(Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		\$1,584.00

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
Estimated Annual Premium for Employed First Responders:		\$3,488.00
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
Estimated Annual Premium for Volunteer First Responders:		\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		\$3,488.00
Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		\$5,072.00

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).



Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD (\$3,000) and PTSD Disability Benefit (60% of earnings for employees and \$1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
\$5,000	\$5,412.00	
\$10,000	\$6,296.00	
\$15,000	\$7,180.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
\$2,000	\$5,072.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

CITY OF BALDWIN

Post Office Box 247 • Baldwin, Georgia 30511-0247 • (706) 778-6341

INTERGOVERNMENTAL AGREEMENT

This contract is entered between City of Baldwin, a political sub-division of the State of Georgia, authorized by the governing body, the City of Baldwin Council and Mayor, and administered by the Training Division of the City of Baldwin Fire Department, and **Banks County**, a political sub-division of the State of Georgia, acting through the Board of Commissioners, on behalf of **Banks County** Fire Department.

The Training Division of the City of Baldwin Fire Department agrees to allow **Banks County** Fire Department to access and use the Training Facility located at the City of Baldwin Fire Department, established by, maintained by, the City of Baldwin Fire Department. This site currently includes a (1) Burn Building; (2) 5 Story Enclosed Training Tower; (3) Confine Space Tunnels; (4) Extrication Pit; (5) Portable Classroom; (6) Flammable Liquid Pit; (7) Vehicle Live Fire; (8) L.P. Tank Live Fire Simulator. This facility is strictly to be used only under the guidelines of the City of Baldwin Fire Department and NFPA 1403 Standard on Live Fire Training Evolutions. The money that this contract provides will be used for the Maintenance and Growth of the facility. A Waiver of Liability will be provided to all personnel using this facility prior to its use. **Banks County** recognizes and accepts the inherent risk present in first responder training and therefore waives any and all liability for injury, casualty, or loss sustained in the performance of this intergovernmental agreement. **Banks County** will indemnify, defend, and hold harmless the City of Baldwin, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged in the performance of this Agreement to the maximum extent provided by law.

Banks County agrees to pay the City of Baldwin \$1,500 per year, due and payable on or before July 1, 2025, for the use of the training facility. This contract and each party to this agreement shall have the right to terminate said Agreement without cause and without refund. Such termination shall be effective as of the first day of the next fiscal year of the County/ City or / Organization after written receipt of intent to terminate by the other party.

IN WITNESS WHEREOF; the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GA

BANKS COUNTY, GA

By: _____
MAYOR

By: _____

Attest: _____
CHIEF ADMINISTRATIVE OFFICER

Attest: _____

CITY OF BALDWIN

Post Office Box 247 • Baldwin, Georgia 30511-0247 • (706) 778-6341

INTERGOVERNMENTAL AGREEMENT

This contract is entered between City of Baldwin, a political sub-division of the State of Georgia, authorized by the governing body, the City of Baldwin Council and Mayor, and administered by the Training Division of the City of Baldwin Fire Department, and **City of Clarkesville**, a political sub-division of the State of Georgia, acting through the Mayor and/or Council, on behalf of **City of Clarkesville** Fire Department.

The Training Division of the City of Baldwin Fire Department agrees to allow **City of Clarkesville** Fire Department to access and use the Training Facility located at the City of Baldwin Fire Department, established by, maintained by, the City of Baldwin Fire Department. This site currently includes a (1) Burn Building; (2) 5 Story Enclosed Training Tower; (3) Confine Space Tunnels; (4) Extrication Pit; (5) Portable Classroom; (6) Flammable Liquid Pit; (7) Vehicle Live Fire; (8) L.P. Tank Live Fire Simulator. This facility is strictly to be used only under the guidelines of the City of Baldwin Fire Department and NFPA 1403 Standard on Live Fire Training Evolutions. The money that this contract provides will be used for the Maintenance and Growth of the facility. A Waiver of Liability will be provided to all personnel using this facility prior to its use. **City of Clarkesville** recognizes and accepts the inherent risk present in first responder training and therefore waives any and all liability for injury, casualty, or loss sustained in the performance of this intergovernmental agreement. **City of Clarkesville** will indemnify, defend, and hold harmless the City of Baldwin, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged in the performance of this Agreement to the maximum extent provided by law.

City of Clarkesville agrees to pay the City of Baldwin \$1,000 per year, due and payable on or before July 1, 2025, for the use of the training facility. This contract and each party to this agreement shall have the right to terminate said Agreement without cause and without refund. Such termination shall be effective as of the first day of the next fiscal year of the County/ City or / Organization after written receipt of intent to terminate by the other party.

IN WITNESS WHEREOF; the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GA

CITY OF CLARKESVILLE. GA

By: _____
MAYOR

By: _____

Attest: _____
CHIEF ADMINISTRATIVE OFFICER

Attest: _____

CITY OF BALDWIN

Post Office Box 247 • Baldwin, Georgia 30511-0247 • (706) 778-6341

INTERGOVERNMENTAL AGREEMENT

This contract is entered between City of Baldwin, a political sub-division of the State of Georgia, authorized by the governing body, the City of Baldwin Council and Mayor, and administered by the Training Division of the City of Baldwin Fire Department, and **City of Demorest**, a political sub-division of the State of Georgia, acting through the Mayor and/or Council, on behalf of **City of Demorest** Fire Department.

The Training Division of the City of Baldwin Fire Department agrees to allow **City of Demorest** Fire Department to access and use the Training Facility located at the City of Baldwin Fire Department, established by, maintained by, the City of Baldwin Fire Department. This site currently includes a (1) Burn Building; (2) 5 Story Enclosed Training Tower; (3) Confine Space Tunnels; (4) Extrication Pit; (5) Portable Classroom; (6) Flammable Liquid Pit; (7) Vehicle Live Fire; (8) L.P. Tank Live Fire Simulator. This facility is strictly to be used only under the guidelines of the City of Baldwin Fire Department and NFPA 1403 Standard on Live Fire Training Evolutions. The money that this contract provides will be used for the Maintenance and Growth of the facility. A Waiver of Liability will be provided to all personnel using this facility prior to its use. **City of Demorest** recognizes and accepts the inherent risk present in first responder training and therefore waives any and all liability for injury, casualty, or loss sustained in the performance of this intergovernmental agreement. **City of Demorest** will indemnify, defend, and hold harmless the City of Baldwin, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged in the performance of this Agreement to the maximum extent provided by law.

City of Demorest agrees to pay the City of Baldwin \$1,000 per year, due and payable on or before July 1, 2025, for the use of the training facility. This contract and each party to this agreement shall have the right to terminate said Agreement without cause and without refund. Such termination shall be effective as of the first day of the next fiscal year of the County/ City or / Organization after written receipt of intent to terminate by the other party.

IN WITNESS WHEREOF; the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GA

CITY OF DEMOREST, GA

By: _____
MAYOR

By: _____

Attest: _____
CHIEF ADMINISTRATIVE OFFICER

Attest: _____

CITY OF BALDWIN

Post Office Box 247 • Baldwin, Georgia 30511-0247 • (706) 778-6341

INTERGOVERNMENTAL AGREEMENT

This contract is entered between City of Baldwin, a political sub-division of the State of Georgia, authorized by the governing body, the City of Baldwin Council and Mayor, and administered by the Training Division of the City of Baldwin Fire Department, and **Habersham County**, a political sub-division of the State of Georgia, acting through the Board of Commissioners, on behalf of **Habersham County** Fire Department.

The Training Division of the City of Baldwin Fire Department agrees to allow **Habersham County** Fire Department to access and use the Training Facility located at the City of Baldwin Fire Department, established by, maintained by, the City of Baldwin Fire Department. This site currently includes a (1) Burn Building; (2) 5 Story Enclosed Training Tower; (3) Confine Space Tunnels; (4) Extrication Pit; (5) Portable Classroom; (6) Flammable Liquid Pit; (7) Vehicle Live Fire; (8) L.P. Tank Live Fire Simulator. This facility is strictly to be used only under the guidelines of the City of Baldwin Fire Department and NFPA 1403 Standard on Live Fire Training Evolutions. The money that this contract provides will be used for the Maintenance and Growth of the facility. A Waiver of Liability for all personally using this facility will be provided and signed before the use of the facility. **Habersham County** recognizes and accepts the inherent risk present in first responder training and therefore waives any and all liability for injury, casualty, or loss sustained in the performance of this intergovernmental agreement. **Habersham County** will indemnify, defend, and hold harmless the City of Baldwin, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged in the performance of this Agreement to the maximum extent provided by law.

Habersham County agrees to pay the City of Baldwin \$1,500 per year, due and payable on or before July 1, 2025, for the use of the training facility. This contract and each party to this agreement shall have the right to terminate said Agreement without cause and without refund. Such termination shall be effective as of the first day of the next fiscal year of the County/ City or / Organization after written receipt of intent to terminate by the other party.

IN WITNESS WHEREOF; the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GA

HABERSHAM COUNTY, GA

By: _____
MAYOR

By: _____

Attest: _____
CHIEF ADMINISTRATIVE OFFICER

Attest: _____



Office of the Sheriff

Habersham County, Georgia

1000 Detention Drive, Clarkesville, GA 30523 • Office: (706) 839-0500 • Fax: (706) 839-1932

Sheriff Joey Terrell

Chief Deputy
Robin Krockum

Major
Leslie Hendrix

Patrol Commander
Capt. Ty Moss

Jail Commander
Lt. Amber Chastain

Criminal Investigations Commander
Lt. Wesley Welborn

Court Services Commander
Capt. Bryan Wright

12-11-2024

From: Major Leslie Hendrix

A handwritten signature in blue ink, appearing to be "LH", is written over the name "Major Leslie Hendrix".

Ref: Housing Contracts

Chiefs:

As you know, Sheriff Robin Krockum will be taking office on 1-1-2025. Attached, you will find new housing contracts that will reflect such and with a new term lasting until 12-31-2028. If you please, have them signed and returned to me as soon as you can. If there are any corrections that need to be made, feel free to reach out to me and we will make the necessary changes. If you do not wish to enter into the agreement with reimbursements paid through fines collection, please let me know and I will send you an agreement that will state the per diem housing costs.

HABERSHAM COUNTY SHERIFF'S OFFICE
INMATE HOUSING AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2025, between and among the **HABERSHAM COUNTY SHERIFF'S OFFICE, HABERSHAM COUNTY, GEORGIA** (hereinafter referred to as "Habersham SO"), [the **CITY OF Baldwin**, a municipal corporation of the State of Georgia, its Mayor, City Council, and Chief of Police (hereinafter collectively referred to as "City of Baldwin"), and **HABERSHAM COUNTY**, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Habersham County (hereinafter referred to as "Habersham County"), as approved by Robin Krockum in his official capacity as the duly elected Sheriff of Habersham County, Georgia (hereinafter referred to as "the Sheriff").

WITNESSETH

WHEREAS, Habersham County, the Habersham SO and the Sheriff maintain a County Jail/Detention Center that is operated in accordance with Federal and State laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the Chief law Enforcement Officer and Chief Jailer of Habersham County, in charge of the inmates in custody at the Habersham County Jail/Detention Center; and

WHEREAS, the City of Baldwin, Habersham County, and the Habersham SO, with the express approval of the Sheriff, desire to enter into an arrangement for the provision of inmate/prisoner detention services for the purpose of housing and maintaining certain inmates/prisoners pursuant to the provisions of Article IX, Section III, paragraph I of the 1983 Constitution of the State of Georgia and O.C.G.A. Sec. 15-21-92;

NOW, THEREFORE, in consideration of one dollar (\$1.00), each to the other in hand, the receipt of which is hereby acknowledged, and of the mutual benefits and obligations contained in this Agreement, the parties hereby agree to the following:

INTENT:

It is the intent of this Agreement that, in pursuance of law enforcement in and for the City of Baldwin, that the Habersham SO, Habersham County and the Sheriff will accept from the City of Baldwin persons arrested on charges that are not indictable offenses by the municipal police agency of the City of Baldwin, pursuant to the written conditions established in this Agreement.

DEFINITIONS:

As used throughout this agreement, the following terms shall have the meaning set forth below:

- (a) "Habersham County" shall mean the Habersham County Government.
- (b) "The City of Baldwin" shall mean the City of Baldwin, its' Mayor, City Council and Police Chief;.
- (c) "The Sheriff " shall mean the Habersham County Sheriff.
- (d) "Habersham SO" shall mean the Habersham County Sheriff's Office.
- (e) "Habersham County Jail" shall mean the Habersham County Jail/Detention Center.
- (f) "Persons arrested" or "arrested persons" shall mean an individual or individuals who have been placed under arrest by a law enforcement agency, but have not been formally accepted as inmates of the Habersham County Jail/Detention Center.
- (g) "Booking" shall mean the formal, procedural process by which an arrested person is presented by a law enforcement agency and is received and processed into the Habersham County Jail/Detention Center.
- (h) "Inmate" shall mean a person who has been accepted into the custody of the Habersham County Jail/Detention Center and is either in pre-trial detention or post-trial conviction status.
- (i) "City of Baldwin Inmate" shall mean any inmate who is housed at the Habersham County Jail/Detention Center based upon municipal charges from the City of Baldwin and is either in pre-trial detention or post-trial conviction status. This definition does not establish a separate category of inmate and exists solely for the clarification of the Agreement.

1. SHERIFF'S SUPERVISION AND RULES

All arrested persons and/or City of Baldwin inmates who are admitted into the Habersham County Jail/Detention Center shall be under the direct supervision of the Sheriff and shall be bound by all inmate rules and regulations established by the Sheriff and/or his subordinates. This shall include allowing City of Baldwin to work and perform tasks as Inmate Workers.

The City of Baldwin further agrees that the Sheriff may, at his discretion, compute the maximum "good time allowance" according to State Law.

2. HOUSING:

The Habersham SO will make the Habersham County Jail/Detention Center and services provided at said facility available to the City of Baldwin for the housing of it's arrested persons and inmates, to the extent space and resources are available, at the discretion of the Sheriff, the Chief Deputy, or the Habersham County Jail/Detention Center Division Commander. The housing of inmates shall be defined to include, but not be limited to, the provision of an appropriate physical space within the Jail/Detention Center Facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc. needed to appropriately support the housing of inmates.

3. NORMAL MAINTENANCE SERVICES:

The Habersham SO will provide normal maintenance services for all City of Baldwin inmates housed in the Habersham County Jail/Detention Center facility. Normal inmate maintenance services shall be defined as those ordinary and relatively routine human needs common to all inmates as defined by the Sheriff, the Chief Deputy, or the Habersham County Jail/Detention Center Division Commander. Generally, such normal maintenance shall include, but not be limited to, all administrative type services, inmate meals, recreation, and other related, miscellaneous and incidental inmate services provided to inmates housed in the Habersham County Jail/Detention Center facility.

4. MEDICAL AND OTHER SERVICES:

In addition to the provision for compensation contained in Paragraph 9 of this Agreement, the parties hereto agree that the City of Baldwin shall be responsible for any and all medical, dental, or other health-related services/treatment and medication provided to any City of Baldwin inmate.

Any non-emergency medical, dental, or other health-related service/treatment, other than routine or incidental care, shall require prior notice to, and approval by, the City of Baldwin. Any emergency treatment for inmates may be provided to the inmate, at the discretion of the Sheriff, Chief Deputy, or Habersham County Jail Division Commander without prior approval of the City of Baldwin and the City of Baldwin shall be responsible for all related costs of said emergency medical treatment. Should a City of Baldwin inmate be transported to a medical facility for emergency medical treatment and subsequently be required to remain at the medical facility, the City of Baldwin shall provide all necessary security for the inmate until said inmate is released from the medical facility. Upon authorization of release by medical personnel, the City of Baldwin will be responsible for the return transport of the City of Baldwin inmate from the medical facility to the Habersham County Jail/Detention Center.

All City of Baldwin inmates who require non-emergency medical care will receive said care with the cost of said care being charged to the inmate. However, in the event that the inmate is unable to pay, the City of Baldwin will be responsible for the prompt payment of said medical care costs. The Habersham SO shall notify the City of Baldwin, prior to any City of Baldwin inmate receiving any non-emergency medical treatment, of the non-emergency medical treatment required for the inmate and whether or not the required treatment can be provided by in-house medical staff. This notice to the City of Baldwin shall be a pre-requisite to the City of Baldwin having an obligation to pay pursuant to this provision for non-emergency medical treatment. The City of Baldwin shall provide all necessary transportation and security for the inmate relating to the non-emergency medical treatment.

5. DELIVERY OF ARRESTED PERSONS/ BOOKING PROCESS:

The City of Baldwin shall deliver its arrested persons, and all related and required paperwork pertaining to said arrested persons, to the Habersham County Jail/Detention Center facility for booking and/or housing/maintenance services.

The City of Baldwin and the Sheriff agree that an arrested person shall be considered in the custody of the Habersham County Jail/Detention Center after the following conditions have been met;

- (a) The arresting/transporting officer and his/her agency has been identified;
- (b) The arrested person has been identified;
- (c) An ARREST BOOKING REPORT has been completed and approved, by signature, by the booking officer; and

- (d) An evaluation of the arrested person has been made by Habersham County Jail/Detention Center medical staff and he/she has been determined to be in such condition to be appropriately and safely housed by the Habersham County Jail/Detention Center. The determination of said evaluation rests solely upon the opinion of the Sheriff, or the agents, representatives, officers, and employees (contractual or otherwise) of the Sheriff. Once rendered, said opinion shall be considered final unless reversed by a superior officer.

Notwithstanding any other evaluation or examination process, the arresting/transporting officer of the City of Baldwin shall be obligated to report to the Habersham County Jail/Detention Center Booking Officer of any unusual or extraordinary health or medical problems associated with the arrested person at the time of the booking process.

6. REFUSAL OF ARRESTED PERSONS:

The Sheriff, the Chief Deputy, the Habersham County Jail Commander, and/or any Habersham County Jail/Detention Center employee shall have the right to refuse delivery of any arrested person who, in the sole discretion of the Habersham County Jail/Detention Center representative, is believed to pose a danger to the health and/or safety of other inmates or the Habersham County Jail/Detention Center staff.

Additionally, the Sheriff, the Chief Deputy, the Habersham County Jail/Detention Center Division Commander, and/or any Habersham County Jail/Detention Center employee shall have the right to refuse delivery of any arrested person who is perceived or believed to be in need of medical treatment.

Upon the refusal to admit any arrested person, The City of Baldwin will be responsible for the immediate removal of said arrested person from the Habersham County Jail/Detention Center and to secure for that person the appropriate medical treatment, as per O.C.G.A. 42-4-12.

The City of Baldwin may re-present the arrested person upon obtaining the appropriate medical treatment and presenting to the Habersham County Jail/Detention Center a written medical release that categorically states that the arrested person has been examined and medically fit to be housed within the Habersham County Jail/Detention Center.

7. BONDING:

All City of Baldwin inmates will be transported by the City to the Habersham County Jail/Detention Center facility. In order to avoid the duplication of services by the City and Habersham SO, the Habersham SO shall continue to oversee the bonding of City of Baldwin inmates as it does for County and State inmates. Only bonding agents approved by the Habersham County Sheriff may write bonds for inmates once they have been transported to the Habersham County Jail/Detention Center facility. The bonding agents shall write bonds for City of Baldwin inmates in the same manner and under the same conditions as they do for other inmates. The City of Baldwin may, at any time, provide the Habersham SO with authorization to utilize another bonding agent approved by the City.

8. TRANSPORTATION:

The City of Baldwin shall provide necessary security for arrested persons until such persons are accepted into the Habersham County Jail/Detention Center facility. In addition, the City of Baldwin agrees to provide all subsequent transportation for City of Baldwin inmates to and from the Habersham County Jail/Detention Center facility, or to and from any other Jail/Detention Center facility, should the prisoner(s) be housed outside of Habersham County, when the attendance of said prisoner(s) is required for any judicial proceeding. Notice must be given by the City of Baldwin to the Habersham County Jail/Detention Center not less than three (3) hours prior to the time the inmate will be required for pick-up.

In circumstances involving a City of Baldwin inmate that is being housed outside of Habersham County, the Habersham SO will make a reasonable attempt to bring the inmate back to the Habersham County Jail/Detention Center facility prior to the requested date of pick-up. The City of Baldwin must provide sufficient notice prior to the Habersham SO regular transport rotation for this service.

City of Baldwin agrees to provide all non-emergency medical transportation for City of Baldwin prisoners to and from the Habersham County Jail/Detention Center and to provide for the adequate security of the inmate during his or her medical treatment. In an emergency medical situation, the Habersham SO agrees to transport the City of Baldwin inmate to and from the appropriate medical treatment facility. Should a City of Baldwin inmate be transported to a medical facility for emergency medical treatment and subsequently be required to remain at the medical facility, the City of Baldwin shall provide all necessary security for the inmate until said inmate is released from the medical facility. Upon authorization of release by medical personnel,

the City of Baldwin will be responsible for the return transport of the City of Baldwin inmate from the medical facility to the Habersham County Jail/Detention Center.

9. PER DIEM FEE/REIMBURSEMENT OF EXPENSES:

The parties hereto agree that the City of Baldwin shall impose an additional penalty of ten percent (10%) for any offense committed within the City of Baldwin pursuant to O.C.G.A. Sec. 15-21-93. This penalty shall be applied to any monies owed by the City of Baldwin for services rendered pursuant to this Agreement. The City of Baldwin shall pay the County all sums so collected pursuant to O.C.G.A. Sec. 15-21-94. The County shall deposit said sums in a County Jail Fund for constructing, operating, and staffing the County Jail/Detention Center, pursuant to O.C.G.A. Sec. 15-21-95. The additional penalty provided for under this section shall be collected in the same manner as the peace officers annuity and benefit fund.

An accounting of all monies paid through the collection of the ten percent (10%) penalty above mentioned shall be performed on a monthly basis (on or about the 15th of the following month).

10. PAYMENT OF INVOICES:

The payment of penalties collected and payment for any and all medical, dental or other health-related services and prescriptions are due and payable to the Sheriff's Office fifteen (15) days after receipt of the Sheriff's Office invoice(s).

11. NOTICE:

Official notices, payments, and correspondence to the Sheriff's Office shall be delivered in person, transmitted by regular mail, or by certified mail, postage prepaid, to:

ATTN: Sheriff Robin Krockum
Habersham County Sheriff's Office
1000 Detention Drive
Clarkesville, GA 30523

Official notices, payments, and correspondence to the City of Baldwin shall be delivered in person, transmitted by regular mail, or by certified mail, postage prepaid, to:

ATTN: Chris Jones
City of Baldwin Police Department
155 Willingham Ave.
Baldwin, GA 30511

12. RECORDS & AUDIT:

The Habersham County SO agrees to furnish the City of Baldwin, upon written request, all records pertaining to the housing and maintenance of the City of Baldwin inmates in the Habersham County Jail/Detention Center facility. The City of Baldwin shall have the right to audit all financial data pertaining to the fees and expenses charges to the City of Baldwin for the housing and maintenance of inmates, which shall survive the term of this Agreement. The Habersham County Jail/Detention Center shall maintain a record of all City of Baldwin inmates housed at the Habersham County Jail/Detention Center facility pursuant to this Agreement.

13. TERM:

The term of this Agreement shall be effective until December 31st, 2028, effective at the time of execution, unless terminated in accordance with the provisions for termination contained within this Agreement.

14. MODIFICATION:

This Agreement may only be modified by written document signed by the appropriate authorities for each party.

15. TERMINATION:

This Agreement may be terminated by either party for any reason, or without reason, upon THIRTY (30) DAYS prior written notice to the other party of the intended date of termination. The Habersham County SO may terminate this Agreement, refuse to accept City of Baldwin inmates, and require the City of Baldwin to immediately take possession of all City of Baldwin inmates housed at the Habersham County Jail/Detention Center facility if the City of Baldwin fails to remit all monies due in accordance with the provisions of this Agreement.

Upon termination of this Agreement, the City of Baldwin shall immediately take custody of all City of Baldwin inmates incarcerated at the Habersham County Jail/Detention Center facility or at any

other Detention Center facility. The City of Baldwin shall indemnify the Habersham County SO for all costs incurred by the Habersham County SO associated with the transfer of City of Baldwin inmates back to the City of Baldwin upon termination of this Agreement.

16. COURT ORDERS:

The Habersham County Jail/Detention Center obligation to accept inmates of the City of Baldwin shall be suspended for such period of time as the Habersham County Jail/Detention Center is prohibited, pursuant to the order of a court of competent jurisdiction, from accepting inmates in the Habersham County Jail/Detention Center facility.

17. TIME OF PERFORMANCE:

Time is of the essence in the performance of this Agreement.

18. GOVERNING LAW:

This Agreement and all provisions herein, is/are to be construed and interpreted in accordance with the laws of the State of Georgia.

19. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All previous representations, oral or written, are hereby null and void. Further, there are no understandings, representations, or agreements between the parties, relating to inmate housing, oral or written, other than those contained in this Agreement.

20. SEVERABILITY:

Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. COUNTERPARTS:

This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. HEADINGS:

All headings or paragraphs and sections and subparts thereof in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

23. NON-WAIVER:

No delay or failure on the part of any party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

DRAFT

IN WITNESS WHEREOF, the parties hereto, by and through their appropriate representatives, have entered into this Agreement and affixed their signatures hereto, as set forth in duplicate originals.

FOR COUNTY

Robin Krockum
Sheriff, Habersham County

ATTEST:

Tim Sims
Interim County Manager, Habersham County

Brandalin Carnes
County Clerk, Habersham County

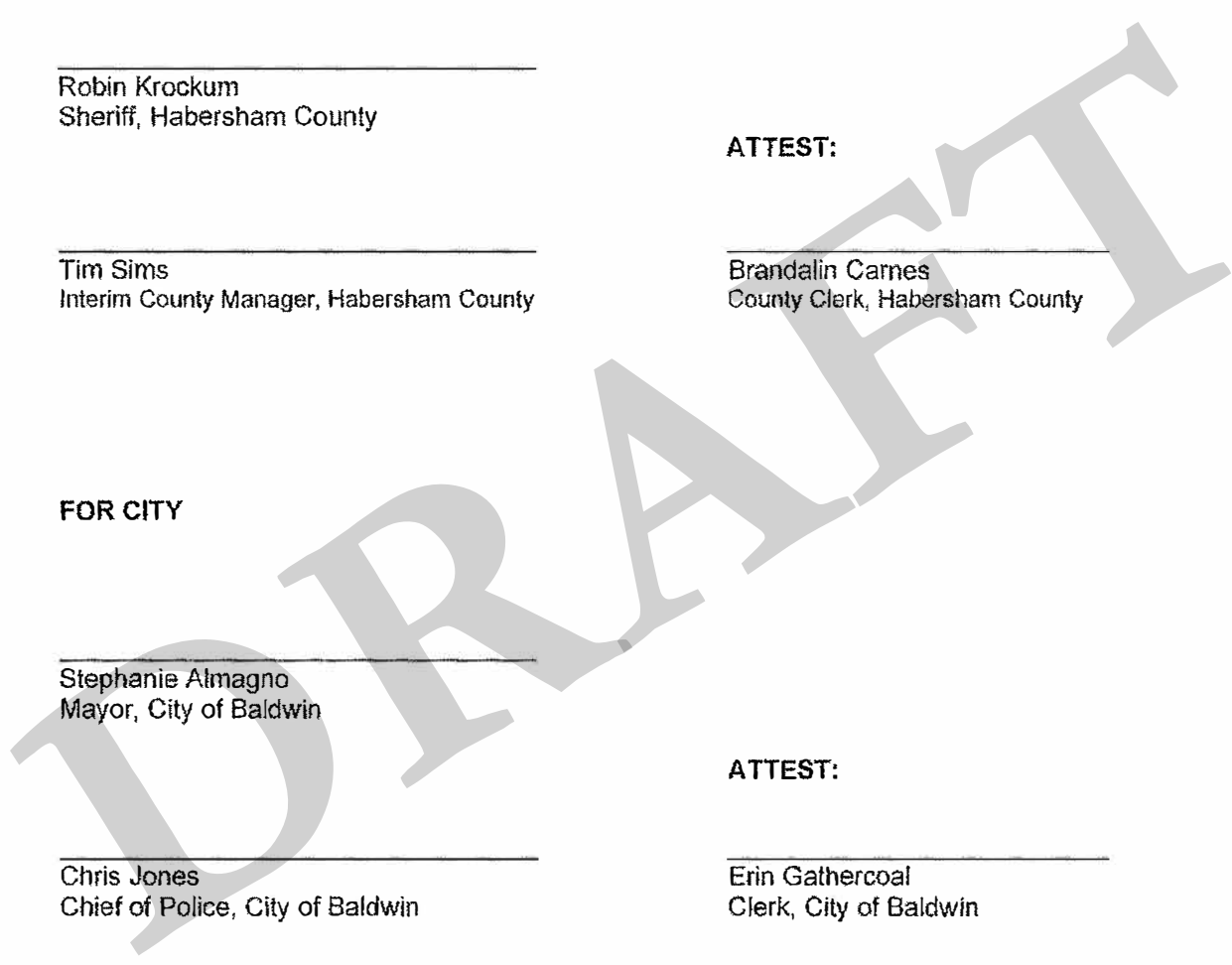
FOR CITY

Stephanie Almagno
Mayor, City of Baldwin

ATTEST:

Chris Jones
Chief of Police, City of Baldwin

Erin Gathercoal
Clerk, City of Baldwin





12/16/24
Date Received

Application for Variance or Zoning Change

Application Creation Date 12/13/24
Published Date 1/10/2025

First Reading Date 1/13/25
Second Reading Date 1/27/2025

Applicant Information

Name	Roberto B Zavala
Address	20 City Park rd
City/State/Zip	Baldwin GA
Phone	706-540-9031
Fax	
Email	Zroberto213@gmail.com

Property Owner Information

Name	Roberto B Zavala
Address	392 King St
City/State/Zip	Baldwin GA
Phone	706-949-0661
Fax	
Email	Zroberto213@gmail.com

Status of Applicant

<input checked="" type="checkbox"/>	Current Property Owner
<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	Area Resident
<input type="checkbox"/>	Other (Explain)

Variance Request(s)

Describe Type Variance(s) Requested	REQUESTING TO REPLACE CURRENT CONDEMNED MANUFACTURED HOME (CLASS #) WITH NEW MANUFACTURED HOME (~2000-2002)
Vary From	
Vary To	

Zoning Information

Current Zoning Classification(s)	RESIDENTIAL SINGLE FAMILY (R2)
----------------------------------	--------------------------------

Parcel Information

Tax Parcel Number(s)	091 C050 B	Acreage	
Location (Street Address)	392 KING STREET		0.59
Existing Structure(s)	1 MANUFACTURED HOME, CLASS A (CONDEMNED), AND STORAGE SHED		
Description of Proposed Use	RESIDENTIAL USE FOR SINGLE FAMILY		

Fee Information

Variance Fee	If work not in progress	\$
	If work in progress	\$
Amount Due	Include all fees required	\$ 625.00

Supporting Documents Required

<input type="checkbox"/>	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11 size) and One- 8.5 x 11 size
<input type="checkbox"/>	Plat One full scale and One reduced to 8.5 x 11 size
<input checked="" type="checkbox"/>	Statement of Hardship
<input type="checkbox"/>	Architectural Rendering One full scale (folded to 8.5 x 11 size) and One- 8.5 x 11 size
<input type="checkbox"/>	Other Explain

Method of Payment

<input type="checkbox"/>	Paid by Check	Check No.	
<input checked="" type="checkbox"/>	Paid Cash	Receipt No.	190819

Applicant's Certification: I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the **Public Notice Requirements**.

Signature of Applicant

Date 12-16-24

Application Taken By

Date 12/16/24

Application **WITHDRAWAL** Notification: I/we hereby withdraw the above application.

Signature of Applicant _____

Date _____

PROPERTY OWNER AUTHORIZATION

Instructions: Each property owner must complete and sign a **Property Owner Authorization** page and provide the information requested under the **Owner Information Certification** section. In the event there is more than one property owner, a separate **Property Owner Authorization** page must be completed by each property owner.

OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Habersham or Banks County, Georgia:

Name of Owner	Roberto B Zavala
Owner's Address	392 King St
City / State / Zip Code	Baldwin GA 30511
Owner's Phone Number	706-540-9031
Owner's Cell Phone Number	
Print Owner's Name	Roberto B Zavala

As the owner of the subject property I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Variance request to be heard by the City of Baldwin Planning and Zoning Board during public hearing.

NOTARY PUBLIC CERTIFICATION

Instructions: All Property Owner Authorization sheets must be complete, signed and duly notarized.

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Roberto B Zavala
Signature of Owner

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]
Notary Public

12/13/2024
Date



Please describe briefly your reason for requesting this variance:

APPLICANT INFORMATION CERTIFICATION

Instructions: If the Owner and the Applicant are the same, the **Applicant Information Certification** section of this document is not required. If the Owner and the Applicant are not the same, each applicant must complete and sign the **Applicant Information Certification** section of a separate **Property Owner Authorization** page. The signature of each applicant must be notarized.

Name of Applicant	
Applicant's Address	
City / State / Zip Code	
Applicant's Phone Number	
Applicant's Cell Phone Number	
Print Applicant's name	

NOTARY PUBLIC CERTIFICATION

Instructions: All **Property Owner Authorization** sheets must be complete, signed and duly notarized.

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Signature of Applicant

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

Date

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

NOTE: This form is required for all annexation and/or zoning actions

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (1) The name and official position of the local government official to whom the campaign contribution was made; and
 - (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action had made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:
- (1) The name and official position of the local government official to whom the campaign contribution was made; and
 - (2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

APPLICANT'S CERTIFICATION

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

<input type="checkbox"/>	I have within the two years immediately preceding this date (See * below)
<input checked="" type="checkbox"/>	I have not within the two years immediately preceding this date

made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

***NOTE: If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the first hearing by the City Council or any of its agencies on the rezoning application.**

(1) _____
(Name and official position of the City Council Member and/or Planning or Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made)

(2) Amount: \$ _____ Date: _____

STATEMENT OF HARDSHIP

Where the Mayor and Council find that strict compliance with the provisions of this ordinance would result in practical difficulty or unnecessary hardship, the Mayor and Council may, upon application from the property owner, grant a variance from the terms of this ordinance so that the spirit and intent of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such individual cases of unnecessary hardship upon consideration by the Mayor and Council of the standards for considering zoning decisions as set out in Article VXIII of the City of Baldwin Zoning Ordinance and finding that one or more of the following conditions exist:

Describe how each situation listed below relates to your application.

- 1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography;
- 2) The application of this ordinance to the particular piece of property would create an unnecessary hardship;
- 3) Such conditions are peculiar to the particular piece of property involved;
- 4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

The procedure by which the Mayor and Council will consider any request for a variance shall be governed by the provision of Article VXIII.

I hereby certify that the above information and all attached information is true and correct.

Signature of Applicant Robert B Zavelle

Date 12-13-24

R-13-24

To whom it may concern

Hi My name is Roberto Zavala and my request regarding this writing is to humbly ask you to consider granting me permission to remove the mobil home in ruins and replace it with one in better condition.

I would like a house much better but my economic situation is not very good and maybe one day I would just like to be able to enjoy my own home something that my family and I can enjoy.

First my God help me with all that and also for now make that place something that all people can look at and when passing by there say what a big difference from today to before.

I only ask you to give me that opportunity to demonstrate it to you as well to the mayor and council of Baldwin Grant me permission to be able to put us another mobile home and thus be able to enjoy one of the dreams that all of us who live here have enjoy our own home.

Thank you and may God bless you all

att Roberto B Zavala

PUBLIC NOTICE REQUIREMENTS

City of Baldwin zoning regulations require public notice be given on all zoning applications, as follows:

1. A **legal advertisement** shall be published no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. (This requirement is covered by the Planning Department staff.)
2. A **public notice sign** shall be placed in a conspicuous location on the property which is subject to the zoning application. The original public notice sign will be posted by Planning Department staff.

As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Department staff will prepare and place a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Baldwin Department of Planning and Development immediately by calling 706-778-6341 so the sign can be replaced. Failure to report problems with the sign during the entire period of the hearings will also result in a delay.

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location will result in your request being tabled until the sign is posted as required. Failure to ensure the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given. If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens, particularly those who receive notice letters, often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given.

Multiple sign posting on a site may be required if it is so determined by the Planning Department staff to be necessary. Signs should be placed as near to the road as possible so they are clearly visible. The sign(s) cannot be obstructed by vegetation, etc.; may not be placed at an inappropriate distance from the road; or placed on something in such a manner so as to blend into the scenery.

Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant Roberto B Zencu

Date 12-13-24

PLEASE RETURN TO:

York Law, LLC
P.O. Box 38
Cornelia, GA 30531

eFiled & eRecorded
DATE: 11/11/2024
TIME: 2:23 PM
DEED BOOK: 01382
PAGE: 00001 - 00002
RECORDING FEES: \$25.00
TRANSFER TAX: \$90.00
PARTICIPANT ID: 0919391081
CLERK: David C Wall
HABERSHAM County, GA
PT61: 0682024002094

WARRANTY DEED

[JOINT TENANCY WITH RIGHT OF SURVIVORSHIP]

STATE OF GEORGIA
COUNTY OF HABERSHAM

THIS INDENTURE, made this 4th day of October, in the Year of Our Lord Two Thousand Twenty-Four, between **TILYNN IVESTER** of the State of Georgia, of the first part, and **ROBERTO B. ZAVALA** and **MONTSERRAT MORA**, the State of Georgia, of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of **TEN AND/NO DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain, sell, and convey unto the parties of the second part, as joint tenants with right of survivorship as defined and created by O.C.G.A. § 44-6-190, their heirs, executors, and assigns of said survivor, the following described property:

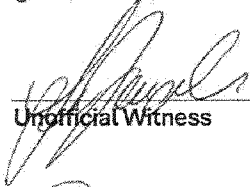
SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as joint tenants with the right of survivorship as defined above, their heirs, executors, and assigns of the survivor, forever, in Fee Simple.

AND THE SAID party of the first part, for herself, her heirs, executors, and administrators, will warrant and forever defend the right and title to the above-described property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set her hand(s) and their seal(s), the day and year first above written.

Signed, sealed, and delivered in the presence of:


Unofficial Witness


Tilynn Ivester (SEAL)


Notary Public
Commission Expires:
[SEAL:]

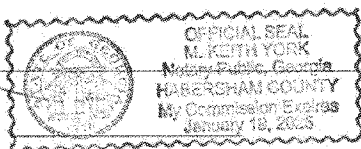


EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 185 of the 10th Land District of Habersham County, Georgia, being known and designated as Tract #2 containing 0.593 acres, more or less, as shown on a Plat of Survey prepared for Minnie Payne by E.G. Davidson, GRLS#2586, dated September 18, 2003, and being recorded among Habersham County, Georgia Records in Plat Book _____, Page _____, and with said plat being incorporated herein by reference for a more complete description.

ALSO CONVEYED herewith are rights to any easements which may be appurtenant to the above-described property.

ALSO CONVEYED is the mobile home located on said property.

SUBJECT TO all restrictions, reservations, easements, and rights-of-way of record, if any.

1 FIRST READING January 13th, 2025

2 PUBLISHED January 10th, 2025

3 ZONING HEARING January 27th, 2025

4 PASSED _____

5
6 AN ORDINANCE NO. 2025-01159Z

7
8 AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF
9 BALDWIN, GEORGIA, BY GRANTING A SPECIAL USE PERMIT TO
10 ALLOW A CLASS A DOUBLE-WIDE MANUFACTURED HOME TO
11 ALL THAT TRACT(S) OR PARCEL(S) OF LAND OWNED BY
12 MONTSERRAT MORA AND ROBERTO ZAVALA, AND BEING **TRACT**
13 **1** WITHIN HABERSHAM COUNTY, GEORGIA AND BEING MORE
14 PARTICULARLY DESCRIBED ON **A NOVEMBER 11, 2024**
15 **WARRANTY DEED FILED IN DEED BOOK 01382, PAGE 00001 – 00002**
16 **OF THE HABERSHAM** COUNTY DEED RECORDS WHICH IS
17 ATTACHED HERETO AND, WHICH IS INCORPORATED BY
18 REFERENCE INTO THIS ORDINANCE, AND CURRENTLY ZONED AS
19 SINGLE-FAMILY RESIDENTIAL (R-2), WITH CONDITIONS;
20 REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR
21 SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR
22 OTHER PURPOSES.
23

24
25 **BE IT ORDAINED** by the City Council of Baldwin, Georgia as follows:

26
27 **Section 1. ZONING IMPOSED WITH CONDITIONS.**

28
29 That from and after the passage of this ordinance the following described lands located
30 within the City of Baldwin shall be zoned and so designated on the zoning map of the City of
31 Baldwin as Single-Family Residential (R-2) District with the following Special Use Permit:

32 Conditional Use Allowed:

- 33 (1) Class A double-wide manufactured home
34
35 (2) The zoning district and zoning setbacks remain the same.

36 Conditions:

37
38 (1) HUD Code: Every manufactured home located on the property shall be in
39
40 compliance with the Federal Manufactured Housing Construction and Safety Standards Act, 42
41 U.S.C. 5401-5445 (the HUD Code) and shall not have been altered in such a way that the home
42 no longer meets the HUD Code.
43

44 (2) Interior Condition: Every floor, interior wall, and ceiling of a manufactured home
45 shall be in sound condition. Doors and windows shall be operable, watertight and in good
46 working condition. The floor system shall be in sound condition and free of warping, holes,
47 water damage, or deterioration.
48

49 (3) Exterior Condition: The exterior of a manufactured home shall be free of loose or
50 rotting boards or timbers and any other conditions that might admit rain or moisture to the
51 interior portions of the walls or to occupied spaces. The exterior siding shall be free of rot and
52 rust. The roofs shall be structurally sound and have no obvious defects that might admit rain or
53 cause moisture to collect on the interior portion of the home.
54

55 (4) Sanitary Facilities: Every plumbing fixture, water, and waste pipe of a
56 manufactured home shall be in a sanitary working condition when properly connected and shall
57 be free from leaks and obstructions. The home shall contain a kitchen sink. Each bathroom shall
58 contain a lavatory and water closet. At least one bathroom shall contain a tub and/or shower
59 facilities. Each of these fixtures shall be checked upon being connected to ensure they are in
60 good working condition.
61

62 (5) Heating System: Heating shall be safe and in working condition. Un-vented
63 heaters shall be prohibited.
64

65 (6) Electrical Systems: Switches, receptacles, fixtures, etc. shall be properly installed
66 and wired and shall be in working condition. Distribution panels shall be in compliance with the
67 approved listing, complete with required breakers, with all unused openings covered with solid
68 covers approved and listed for that purpose. The home shall be subject to an electrical continuity
69 test to assure that all metallic parts are properly bonded. A manufactured home shall contain a
70 water heater in safe and working order.
71

72 (7) Hot Water Supply: The home shall contain a water heater in safe and working
73 condition.
74

75 (8) Egress Windows: Each bedroom of a manufactured home shall have at least one
76 operable window of sufficient size to allow egress if necessary.
77

78 (9) Ventilation: The kitchen in the home shall have at least one operating window or
79 other ventilation device.
80

81 (10) Smoke Detectors: A manufactured home shall contain one operable battery-
82 powered smoke detector in each bedroom and in the kitchen, which must be installed in
83 accordance with the manufacturer's recommendations.
84

85 (11) Enclosure of space beneath home: The space underneath the manufactured home
86 shall be fully enclosed to protect this space from the elements and to create an aesthetic
87 appearance for the unit. Materials used for this purpose shall be rigidly mounted and shall be
88 acceptable for exterior use.
89

90 (12) Tiedowns: Acceptable provisions for tiedowns for the home shall be made in
91 accordance with the Building Code requirements.
92

93 (13) Foundations: All piers shall be placed on footings of solid concrete not less than
94 the following: Double-wide – 24 inches by 24 inches by eight (8) inches.
95
96
97
98

99 (14) Completion of site preparation: The owner shall be responsible for final site
100 preparation with the following items which shall be required of the owner to include, but are not
101 limited to, the following:
102

103 a. Paving of driveways and parking from the curb line of streets to the actual
104 home location site behind the setback line.

105 b. Lawns shall be landscaped and seeded by the owner within a reasonable period
106 of time **(not to exceed sixty (60) days)** after the installation of the manufactured home taking into
107 consideration weather changes and conditions.

108 c. All trees shall remain on the lot except as their removal is required for
109 installation of driveways and the location of the home on the lot with a reasonable yard area.

110 (15) Five (5') foot vegetative buffer around the entire property lines.

111 (16) The manufactured home shall be affixed to the real property and be a part of and
112 conveyed with the real property.
113

114 Legal Description:
115

116 All that tract or parcel of land lying and being in Land Lot 185 of the 10th Land District
117 of Habersham County, Georgia, being known and designated as Tract #2 containing 0.593 acres,
118 more or less, as shown on a Plat of Survey prepared for Minnie Payne by E.G. Davidson,
119 GRLS#2586, dated September 18, 2003, and **being recorded among Habersham County,**
120 **Georgia Records in Plat Book _____, Page _____, and with said plat being incorporated**
121 **herein by reference for a more complete description.**

122 **Section 2. REPEAL OF CONFLICTING ORDINANCES.**
123

124 All ordinances and parts of ordinances in conflict herewith are hereby repealed to the
125 extent of the conflict.

126 **Section 3. SEVERABILITY OF PARAGRAPHS.**

127
128 If any portion of this ordinance shall be invalid or unconstitutional, such invalidity or
129 unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that
130 other parts are wholly and necessarily dependent upon the part held to be invalid or
131 unconstitutional.

132 **Section 4. AMENDMENT TO THE ZONING MAP.**

133 This ordinance is enacted as an amendment to the zoning map of the City of Baldwin.
134

135 **Section 5. EFFECTIVE DATE.**

136
137 The effective date of the zoning conditional use imposed by this ordinance shall be on the
138 date the zoning conditional use is approved by the City of Baldwin, by and through its City
139 Council.
140

141 **SO ORDAINED** this 27th day of January 27th, 2025.

142 **BALDWIN CITY COUNCIL**

143
144 By: _____
145 Mayor Stephanie Almagno
146
147
148

149 _____
150 Council Member Erik Keith
151

152 _____
153 Council Member Nancy Lehman
154

155 _____
156 Council Member Kerri Davis
157

158 _____
159 Council Member Maarten Venter
160

161 Attest: _____
162 Council Member Alice Venter
163

164 _____
165 Erin Gathercoal
166 City Clerk