



Agenda

City Council Meeting

December 9th, 2024

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 11/12/24 and Work Session 12/3/24.

Public Comments

Alice Venter

Public Hearings

Reports

Municipal Court - Clerk of Court Susan Newsom

Old Business

1. Consideration/Approval of ARPA Funds Obligation Project Agreements

New Business

2. Consideration/Approval of Fire Dept. and Water Treatment Plant Fiber Agreements
3. Consideration/Approval of 1st Reading of Aguilar Zoning Change Ordinance [#2024-12156Z](#)
4. Consideration/Approval of Habersham Co. Fire Service Consolidation Feasibility Study Resolution [#2024-12157R](#)
5. Consideration/Approval of Emergency Expense for High Service Pump

Executive Session

Announcements

- a. City offices will be closed on December 24th and 25th in observance of the Christmas holiday, and January 1st for New Year's Day.
- b. Due to unforeseen delays, 2024 property tax information is not yet available. The City will make every effort to expedite the release of the tax bills. As it is the City's practice to extend the due date in the event of billing delays, the City will allow 60 days for payment upon the release of the tax bills. Upon the establishment of a new due date, the City will utilize its website, social media, and utility bills to notify its residents.

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.*

CITY OF BALDWIN, GEORGIA
American Rescue Plan Act

As of 12.03.2024

PROPOSED PROJECTS	COMMITTED FUNDS	PROJECT COST	TOTAL SPENT
Water Treatment Plant			
Erosion Control Plan	\$ 27,868.00		
Interior Painting	\$ 82,000.00		
Roof Repair at Raw Water Intake	\$ 12,184.00		
Public Works			
2 Way Radio System	\$ 31,937.00		
CIP Update	\$ 25,500.00		
Zone Meter Planning	\$ 15,000.00		
Pole Barn for PWB	\$ -		
Air Relief Valves on Force Main	\$ 17,080.00		
Pressure Reducing Valve Maintenance	\$ 27,650.00		
Police and Fire			
Breathing Air System	\$ 58,064.00		
General Administration			
Email Conversion	\$ 6,395.00		
Codification	\$ 15,000.00		
FD- PD Dark Fiber	\$ 1,270.00		
	\$ 319,948.00		
<hr/>			
Remaining Funds Option #1 \$54,948	\$ 54,948.00		
Remaining Funds Option #1 \$265,000	\$ 265,000.00		
	\$ 319,948.00		
<hr/>			
Total Collected	\$ 319,948.00		
<i>Committed Funds Enterprise</i>	\$ 239,219.00		
<i>Committed Funds General</i>	\$ 79,459.00		
<i>Expensed Funds</i>			\$ -
Available Revenue	1,270.00		



TRAILWAVE FIBER NETWORK SERVICES AGREEMENT
Master Service Agreement (“MSA”) Number _____

This Network Services Agreement (“Agreement”) is made as of the Effective Date (as defined in Section 2.1 herein) by and between Trailwave Fiber, Inc, (TRAILWAVE) with its principal place of business at 6135 State Hwy 115 W, Clarkesville, GA, 30523-0095 and City of Baldwin organized under the laws of the state of Georgia with a principal place of business at 186 U. S. 441 Baldwin, GA. for the provision of communications services, subject to this Agreement and as set forth in this Agreement.

Article 1. Agreement of the Parties

1.1 Services.

This Agreement governs Customer’s purchase of the services listed below. TRAILWAVE will provide Services under this Agreement if a) adequate TRAILWAVE capacity and facilities exist; and b) Customer performs its obligations herein. TRAILWAVE may change features or functions of its Services; in the event of a material change, TRAILWAVE will provide 30 days prior written notice, but may provide a shorter notice period if the change is due to a regulatory requirement. If, after receipt of TRAILWAVE’s written notice, Customer is not satisfied with the material change in Services, Customer may, within 30 days, elect to terminate the Agreement for Cause pursuant to Section 5.3(a).

Service Description:

Customer shall purchase and TRAILWAVE will provide Customer with a Dark Fiber connection (“Service”) between Customer’s location at 155 Willingham Avenue and the following locations:

- a) **Baldwin Fire Department located at 165 Willingham Avenue**
Price: for Dark Fiber Lease: \$75.00 per month (“MRC”)

Customer will pay a 1-time installation/build cost of \$3500.00 on first billing statement.



Article 2. Effective Date, Term and Revenue Commitment

2.1 Term of Agreement.

This Agreement shall become effective on the date of execution by Customer (“Effective Date”) and shall continue for [12 months] for the Internet Access Service from the Circuit Effective Billing Date, as such is defined in Section 3.2. This Agreement shall automatically renew for successive thirty days (30) day periods for each service(s) (“Renewal Terms”) at the then prevailing monthly rates unless either party gives written notice to the other party that the Agreement will not be renewed, such notice to be delivered at least thirty (30) days before the end of the Term or the then current Renewal Term.

2.2 Service Level Agreement (SLA):

TRAILWAVE fiber optic delivered services will travel on isolated paths at a Layer-2 level TRAILWAVE will guarantee an Internet egress port availability of 99.99% per calendar month for the full bandwidth the customer has contracted for with TRAILWAVE. The period of non-availability shall commence upon notification to TRAILWAVE by customer of non-availability and shall end when availability is restored. Should Internet egress port access availability fall below 99.99% as calculated over the calendar month, TRAILWAVE will upon request credit the customer 10% of the monthly service rate. Such credit shall be customer’s sole and exclusive remedy for TRAILWAVE’s failure to meet the 99.99% Internet egress port availability guarantee. Any interruption of service due to scheduled maintenance or force majeure as defined in Section 7.5 is NOT considered an SLA violation and shall not be a period of “non-availability” in calculating the Internet egress port and Layer-2 availability percentage.



Article 3. Ordering and Provisioning of Services

3.1 Service Orders.

- a. Additional Services shall be requested on TRAILWAVE Service Order forms in effect from time to time (“Service Order(s)”), the current form is attached as Exhibit A. Service Orders shall be transmitted and processed in accordance with the terms and conditions of this Agreement as well as any procedures set out in the applicable Service Schedule for specific Services.
- b. A Service Order is deemed accepted (subject to availability) by TRAILWAVE when TRAILWAVE’s Service Delivery department transmits an electronic Order Confirmation Document (“OCD”) to Customer indicating that Customer’s Service Order is being processed by TRAILWAVE. Any Service Order not accepted within 10 days will be deemed rejected.

3.2 Turn Up Acknowledgement.

TRAILWAVE will notify the Customer that TRAILWAVE’ Services are available (“Turn Up Acknowledgement” or “TUA”). The TUA will indicate that all the TRAILWAVE’s Services specified in a Service Order have been tested by TRAILWAVE and that the TRAILWAVE Services meet or exceed the service requirements as outlined in Section 1.1. The TUA will also set forth the date Services will be available for use by Customer and upon which TRAILWAVE shall commence charging for the Services (“Circuit Effective Billing Date”).

3.3 Service Acceptance.

Subject to Section 4.2, TRAILWAVE shall begin billing for the TRAILWAVE Services as of the Circuit Effective Billing Date unless Customer notifies TRAILWAVE’s Service Delivery Department in writing within three (3) business days of the Circuit Effective Billing Date that TRAILWAVE Services are in material non-compliance with the applicable service requirements, in which case TRAILWAVE shall correct the non-compliance and extend the Circuit Effective Billing Date accordingly until such non-compliance is rectified. Charges for Services begin accruing upon the Circuit Effective Billing Date, regardless of whether Customer is using the Services.



Article 4. Payment Terms and Charges

4.1 Monthly Billing.

- a. TRAILWAVE provides and charges for Services on a monthly basis, in U.S. dollars, and Customer agrees to pay based on the invoice and the terms of this Agreement.
- b. Customer acknowledges and agrees that any taxes and/or surcharges applicable to the Services, will be passed through to, and be borne by, Customer.
- c. Charges for installation charges and other non-recurring charges shall be billed in TRAILWAVE's next invoice cycle and are due and payable in accordance with Section 4.2.
- d. Billing is presented in an electronic format via Internet or paper invoice to Notice Address contained in Section 7.9.

4.2 Due Date and Invoice.

All non-disputed amounts stated on each monthly invoice are due and payable in U.S. dollars within thirty (30) calendar days of the date of the invoice ("Due Date"). Customer agrees to remit payment via corporate check, ACH or electronic wire transfer to an address that TRAILWAVE may in writing direct Customer to remit payment pursuant to the notice provisions of this Agreement. In the event Customer fails to make full payment of the invoice amounts by the Due Date, Customer shall also pay a late fee in the amount of the lesser of (i) one- and one-half percent (1 ½ %) per month or (ii) the maximum lawful monthly rate under applicable state law, of the unpaid balance which amount shall accrue from the date of the invoice.

4.3 Billing Disputes.

- a. Amounts charged for TRAILWAVE's Services may be reasonably disputed by Customer (i) provided Customer pays all charges on or before the Due Date, and (ii) presents a written statement of any billing discrepancies to TRAILWAVE in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with TRAILWAVE for the purpose of resolving such dispute within a thirty (30) calendar day period following the Due Date. TRAILWAVE shall not be



obligated to consider any Customer notice of billing discrepancies which are received by TRAILWAVE after the Due Date.

- b. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges in the next applicable invoice and no late fees shall apply.
- c. In the event TRAILWAVE has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute by the thirtieth (30th) day following the Due Date, Customer may pursue any legal remedies and if Customer prevails the amount in dispute will be remitted to Customer with interest in the amount of the lesser of (i) one and a half percent per month or (ii) the maximum lawful monthly rate under applicable state law.

4.4 TRAILWAVE Right to Assurance.

In the event of: (i) Customer's default of its obligations to TRAILWAVE under this agreement; or (ii) failure of Customer to make full payment of charges due hereunder on or before the Due Date on two (2) or more occasions during any period of twelve (12) or fewer months; or (iii) acquisition of Customer (whether in whole or by majority or controlling interest) by an entity which is insolvent or which is subject to bankruptcy or insolvency proceedings, or which owes past due amounts to TRAILWAVE or any TRAILWAVE affiliate, or which is a materially greater credit risk than Customer; or, then in addition to any other remedies available to TRAILWAVE (including but not limited to the rights granted in section 5.3 of this agreement), TRAILWAVE may elect, in its sole discretion, to demand and Customer shall provide additional assurance of payment from Customer, posting of deposits and execution of an agreement with TRAILWAVE regarding the use of any such deposit ("Deposit Agreement").



Article 5. Suspension and Termination

5.1 Suspension of Service.

- a. In the event payment in full is not received from Customer on or before the Due Date, TRAILWAVE shall have the right: (i) upon providing a minimum of ten (10) calendar days written notice (the "Suspension Notice"), to suspend or block, all or any portion of all the Services then being provided to Customer for which payment was not made; and (ii) to immediately place any pending Service Orders on hold, and to decline to accept any new Service Orders or other requests from Customer to provide Service commencing on the day that TRAILWAVE issues the Suspension Notice to Customer. If TRAILWAVE receives the entire past due amount within the ten (10) calendar day notice period, then Customer's Service shall not be suspended. TRAILWAVE may continue such suspension until such time as Customer has paid in full all charges then due, including any reinstallation charges and/or late fees as specified herein. Following such payment, TRAILWAVE shall reinstate Customer's Services subject to TRAILWAVE's Right to Assurance as provided in Section 4.4.
- b. Suspension of Services as set forth in this Section shall not affect Customer's obligation to pay for the Services prior to such suspension. Notwithstanding anything to the contrary in this Agreement, if Customer has agreed to a Revenue Commitment or purchase a minimum amount of service, any suspension of Service by TRAILWAVE shall not relieve Customer of its obligations to pay the Revenue Commitment or an equivalent amount for the minimum amount of service.

5.2 Termination of Service.

In addition to its other termination rights hereunder, and with respect to all Services, TRAILWAVE may immediately disconnect any Services in whole or in part if such party determines that such Services violate any law, statute, or ordinance, including the Communications Act of 1934 (as amended); or that the imposition of any statute, or promulgation of any rule, regulation, or order of the Federal Communications Commission or other governing body makes TRAILWAVE's performance under this Agreement commercially impracticable.



5.3 Termination of Agreement.

- a. Termination of Agreement for Cause. Either party may terminate this Agreement if the other is in default of any material obligation contained herein, which default has not been cured within (30) calendar days following the written receipt of notice of such default setting forth the specifics of such default. Where TRAILWAVE has terminated this Agreement for cause, Customer shall not be relieved of any obligations to pay TRAILWAVE for charges accrued for Services which has been furnished up to the time of termination nor does it relieve the Customer of all applicable cancellation and/or disconnection charges or Early Termination Charges as set forth in 5.3.c. Where Customer has terminated this Agreement for cause, Customer shall not be relieved of any obligations to pay TRAILWAVE for charges accrued for Services which has been properly furnished up to the time of termination, but Customer shall be relieved of all applicable cancellation and/or disconnection charges.
- b. Termination Due to Government Action. Notwithstanding the foregoing, and upon written notice consistent with the mandate put forth by the applicable governmental authority or commission, to the other party, either Customer or TRAILWAVE shall have the right, without incurring an Early Termination Charge or other liability to the other party, to disconnect the affected portion of any Service, if TRAILWAVE is prohibited by governmental authority from furnishing or Customer is prohibited from using such portion, or if any material rate or term contained herein and relevant to the affected portion of any Service is substantially changed by order of the highest court of competent jurisdiction to adjudicate the matter, the Federal Communications Commission, or other local, state, federal, or foreign government authority.
- c. Termination without Cause. Customer may terminate this Agreement, in whole or in part, at any time without cause by providing written notification to TRAILWAVE thereof thirty (30) days in advance of the effective date of the termination. In the event of such termination or a termination by TRAILWAVE for cause, Customer shall pay to TRAILWAVE an “Early Termination Charge” in an amount equal to the monthly recurring charge for terminated Services multiplied by the number of months remaining in the relevant Service Term, plus any non-recurring payments not yet paid by Customer.



Article 6. Limitation of Liability

IN THE EVENT OF ANY BREACH OF THIS AGREEMENT OR ANY FAILURE OF THE SERVICES, WHATSOEVER, TRAILWAVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, INCIDENTAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF TRAILWAVE OR THE TRAILWAVE'S PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Article 7. General

7.1 Performance Warranty. TRAILWAVE warrants and represents that TRAILWAVE's Services shall perform in all material respects in accordance with the specifications set forth in Sections 1.1 and Customer agrees that Customer's sole and exclusive remedy for any breach of this performance warranty shall be to terminate the contract, after applicable cure period, pursuant to Section 5.3.a.

7.2 Disclaimer of Additional Warranty. **TRAILWAVE MAKES NO WARRANTY WITH RESPECT TO THE SERVICE OR ITS PERFORMANCE UNDER THIS AGREEMENT OTHER THAN AS SETFORTH IN 7.1 AND TRAILWAVE DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7.3 Compliance with Law.

- a. TRAILWAVE agrees that the provision of the Services shall be in accordance, and comply, with all applicable laws, regulations, and rules and that TRAILWAVE shall obtain all approvals, consents and authorizations necessary to conduct their respective businesses.
- b. Customer agrees that its use of the Services shall be in accordance, and comply, with all applicable laws, regulations, and rules, including TRAILWAVE's Acceptable Use Policy (AUP) and that Customer shall obtain all approvals, consents and authorizations necessary to



conduct its business and initiate or conduct any transmissions over any facilities covered by this Agreement. TRAILWAVE reserves the right, exercisable in its sole reasonable discretion, to disconnect or restrict any transmission initiated by Customer, if such actions are reasonably appropriate to assure that TRAILWAVE is not in violation of any civil or criminal law, regulation or rule.

7.4 Indemnity.

- a. To the extent permitted by applicable law, Customer and TRAILWAVE shall defend, indemnify and hold harmless the other against and from any and all claims for damage to tangible property or bodily injury, including claims for wrongful death, to the extent that such claim arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with this Agreement or the provision of Services hereunder.
- b. Customer, to the extent permitted by applicable law, will defend, indemnify and hold harmless TRAILWAVE Providers and their respective officers, directors, employees, contractors and agents against and from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation, all reasonable costs and expenses incurred including all reasonable litigation costs and attorneys' fees (collectively, "Damages") arising out of, resulting from or based upon any complaint, claim, action, proceeding or suit of any third party, including any governmental authority, (a "Claim"), based on Customer's violation of any law or any rule or regulation or Customer's breach of any warranty or representation made herein by Customer.
- c. For purpose of this Section 7.4, "TRAILWAVE' Providers" shall mean TRAILWAVE and any third party or affiliated provider, operator, or maintenance/repair contractor of facilities employed in connection with the provision of Services.
- d. The indemnified party shall promptly notify the indemnifying party in writing of any claims which are subject to the terms of this Section 7.4. The indemnified party shall have the right at its own expense to appoint its own counsel who shall be entitled to participate in any settlement negotiations or litigation regarding any matter for which it is entitled to be indemnified hereunder. The indemnifying party shall not agree to any settlement or consent to any decree, order or judgment without obtaining the consent of the indemnified party which consent shall not be unreasonably withheld.



7.5 Force Majeure.

If either party's performance of this Agreement or any obligation (other than the obligation to make payments) hereunder is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, power outage, storm or other similar occurrence including rain fade or other atmospheric conditions, any law, order, regulation, direction, action or request of any government, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, acts of terrorism, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then the party that is unable to perform or meet its obligations due to such causes shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party that is unable to perform or meet its obligations due to such causes shall use commercially reasonable efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes cease. In the event the force majeure event prevents the use of any circuit provided as part of the TRAILWAVE Services and such force majeure event continues for a period of sixty (60) days, then either party may disconnect the affected circuit without incurring liability.

7.6 Proprietary Information.

- a. TRAILWAVE and Customer understand and agree that the terms and conditions of this Agreement and all documents referenced herein (including invoices to Customer for Services provided hereunder) are confidential as between Customer and TRAILWAVE. Neither Customer nor TRAILWAVE shall disclose such information to any third party without the prior written consent of the other, except as provided in this Section 7.6.
- b. In addition to the matters covered under clause a. above, when confidential information is furnished in a tangible form by one party to the other, the disclosing party shall mark the information in a manner to indicate that it is considered confidential. When information deemed to be confidential is provided orally, the disclosing party shall, at the time of disclosure, clearly identify the information as being confidential and confirm such designation in writing within ten (10) calendar days thereafter. If the disclosing party fails to identify information as



confidential, such disclosing party may correct the omission by later notice consisting of a writing or statement, and the receiving party shall only be liable for unauthorized disclosures of such confidential information made subsequent to said notice. All information identified as confidential pursuant to this clause b. shall not be disclosed by the receiving party to any third party without the written consent of the disclosing party, except as provided in Section 7.6 (c) and (d) below.

- c. The party to whom confidential information is disclosed shall have no obligation to preserve the confidential nature of such information if it: (i) was previously known to such party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is developed by or on behalf of such party independent of any information furnished under this Agreement; or (iv) is received from a third party whose disclosure does not violate any confidentiality obligation. TRAILWAVE may disclose confidential information regarding its relationship with Customer to commercial lenders and other financial institutions who have specifically agreed to hold such information in confidence.
- d. In addition, a party may disclose confidential information provided to it by the other party if such disclosure is made pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and provided further, that, prompt notice thereof is given (unless such notice is prohibited by law) to the disclosing party of any such requirement or request.

7.7 Customer Facilities.

Customer has sole responsibility for installation, testing and operation of facilities, services and equipment (“Customer Facilities”) other than those specifically provided by TRAILWAVE as part of the Services as described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for the Services after Customer’s acceptance or deemed acceptance.

7.8 Title to Equipment.

This Agreement shall not, and shall not be deemed to, convey to Customer title of any kind to any of the transmission facilities, digital encoder/decoders, telephone lines, or other facilities utilized in connection with the Services.



7.9 Notices.

All legal notices to be sent to a party pursuant to this Agreement shall be in writing and deemed to be effective upon (i) personal delivery, (ii) three (3) business days after mailing certified mail return receipt requested if mailed within the domestic U.S., or (iii) on the day when the notice has been sent by facsimile if sent during business hours and followed by private courier, or express mail priority, next-day delivery. The Full Business Address for purposes of notice under this Section as well as telephone voice and facsimile numbers shall be:

For Trailwave: Trailwave Fiber Inc.
6135 State Hwy 115 West
Clarkesville, GA 30523
Attn: Ronnie Turpin
Phone: (706) 754-2114

For Customer: City of Baldwin
186 U.S. 441
Baldwin, Georgia 30511

7.10 Written Amendment

Any addition, deletion or modification to this Agreement shall not be binding on either party except by written amendment executed by authorized representatives of both parties.

7.11 No Venture.

The provision of Services shall not create a partnership or joint venture between the parties. The parties hereto are independent contractors.

7.12 Assignment.

Customer shall not assign or otherwise transfer (including, without limitation, a transfer due to a "Change of Control") its rights or obligations under this Agreement without the prior written



consent of TRAILWAVE, which consent shall not be unreasonably withheld. Customer must be current on all payments required by this Agreement and transferee must be deemed creditworthy in TRAILWAVE's sole discretion before any assignment is approved by

TRAILWAVE. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle TRAILWAVE to disconnect the Services provided hereunder at its option upon ten (10) calendar days' prior written notice to Customer and shall constitute a default of a material obligation. A Change in Control shall be deemed to be an assignment, merger, sale of a controlling interest or other transfer of a controlling ownership interest.

7.13 Choice of Law.

This Agreement shall be governed by the laws of the State of Georgia, U.S. without regard to choice of law principles. Customer and TRAILWAVE hereby consent to the jurisdiction and venue of the federal and state courts for Habersham County, Georgia, U.S.

7.14 Interpretation.

No rule of construction requiring interpretation against the draftsman hereof shall apply in the interpretation of this Agreement.

7.15 Priority of Agreement and Schedules.

In the event of any inconsistency between or among a Service Order, a Service Schedule, this Agreement and any applicable tariff, the following order of precedence shall prevail (from highest priority to lowest): the applicable tariff, if any, this Agreement, a Service Schedule, and a Service Order.

7.16 No Third-Party Beneficiary.

The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce or benefit from these provisions.

7.17 Costs and Attorneys' Fees.

If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.



7.18 Severability.

If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

7.19 No Waiver.

The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision.

7.20 Publicity and References.

Subject to Section 7.6 Proprietary Information, the parties contemplate and agree that publication of information relating to this Agreement may occur through press releases, articles, interviews, marketing materials, online materials, and/or speeches ("Publicity"). Both parties must approve the content of any such Publicity prior to its publication, which approval shall not be unreasonably withheld. Routine references to the fact that Customer is a customer of TRAILWAVE and the general nature of services that Customer purchases under this Agreement are not considered Publicity for purposes of this section, and Customer and TRAILWAVE each authorize the other, during the Term of this Agreement, to make such references.

7.21 Headings.

Descriptive headings contained in this Agreement are for convenience and not intended as substantive portions of the Agreement. Such headings shall have no effect upon the construction of the Agreement.

7.22 Industry Terms.



The parties intend that words having well-known technical or trade meanings shall be accorded such meaning, unless expressly defined otherwise.

7.23 Definitions.

For purposes of this Agreement, capitalized words and phrases shall have the respective meanings assigned to them in this Agreement.

7.24 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be deemed original signature.

7.25 General Applicability of Provisions.

Unless expressly excluded, all terms of this Agreement are applicable to all sections of this Agreement, notwithstanding the specific reference to such a term in any other section.

7.26 Intellectual Property Rights.

Unless otherwise specifically agreed in writing by the parties, each party shall retain all right, title, and interest in and to any intellectual property associated with the provision of Services. If it should be necessary for a party to practice any patent, copyright, trade secret or other non-trademark intellectual property of the other party to avail itself of the Services, the parties shall negotiate in good faith a license with respect to such intellectual property. Each party acknowledges that the other party's name is proprietary to the other party. This Agreement does not transfer, and confers no right to use, the name, trademarks (including service marks), patents, copyrights, trade secrets, other intellectual property or carrier identification code or CIC of either party, except as expressly provided herein. Neither party shall take any action inconsistent with the intellectual property rights of the other party.

7.27 Survival of Terms.

No termination of this Agreement shall affect the rights or obligations of either party: (a) with respect to any payment for services rendered before termination; or (b) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive



termination of this Agreement, including without limitation, indemnification and limitation of liability.

7.28 Merger/Integration.

This Agreement consists of all the terms and conditions contained herein and in documents incorporated herein specifically by reference. This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Services provided hereunder.

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

TRAILWAVE FIBER, INC.

City of Baldwin

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



EXHIBIT A



1. Other Services:

Customer will purchase and TRAILWAVE will provide the following services:

Type of Service	Customer Location	Term	Installation Charge and any One-Time Set up Fee	Monthly Recurring Charge
Dark Fiber Link	155 Willingham Avenue and 165 Willingham Avenue	12 months	\$3,500.00	\$75.00
Total (MRC)				\$75.00

1.1 Term:

In the event the term of the Agreement expires before the end of the Term of a Service Order service, the Agreement shall continue to be fully applicable to the Service Order until the end of the Term of the Service Order service.

1.3 Entire Agreement:

The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Agreement. Except for the terms governing indemnification and limitation of liability, in the event of any conflict between the provisions of this Service Order and the provisions of the Agreement, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Agreement. If this is marked as a “Change” order in Section 1 above, then this Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person



signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order. This Service Order will not be binding upon TRAILWAVE until signed by an authorized representative of TRAILWAVE.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Service Order and have executed this Service Order effective as of the day and year first above written.

TRAILWAVE FIBER, INC.

City of Baldwin

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)



Contact Information (Please Print)

HEMC Member: Yes! Account # 30779003 No EIN # _____

Business/Company Name: City Of Baldwin

Billing Address: PO Box 247

City: Baldwin State: Georgia Zip Code: 30511

Telephone: (706)778-6341 Physical Address: 288 Coldwater Drive-Water Treatment Plant

Email Address (Used for sending and receiving account information): financemanager@cityofbaldwin.org

Technical Contact: _____ Phone: _____ Email: _____

Small Business Internet Service Plan Information

- 100 Mbps \$98.95/month** includes up to 100 Mb per second up/downstream
- 250 Mbps \$128.95/month** includes up to 250 Mb per second up/downstream
- 1 Gig \$157.95/month** includes up to 1 Gb per second up/downstream
- Static IP Address for \$25.00/month**
- Optional WiFi router and tech support \$4.95/month**
Activation based upon equipment availability

Length of Term: 1 year(s)

Accounting Adjustment: _____

Notes: The City of Baldwin agrees to pay a one time \$3,300.00 Construction Charge with a 1 year Agreement

_____ (initial) Contribution in aid: Customer agrees to pay __ for __ month(s) in addition to the charge for Internet Service in order to cover the cost of constructing fiber to their facility.

COMPLETE THIS ITEM ONLY IF YOU ARE PAYING FOR CONSTRUCTION OR INSTALLATION TO YOUR LOCATION.

Agreement Information

By applying for Trailwave Internet Service(s), the Customer is requesting fiber delivered Internet service(s) at the data rate selected in the agreement above. The monthly rate will be billed by Habersham EMC. Customers using shared bandwidth Internet service(s) must be aware that service is not designed for use with any type of streaming service. Customer using streaming services is aware that available bandwidth for data use will be greatly diminished and HEMC is not liable for performance problems resulting from streaming service. Customer agrees that continuous service cannot be guaranteed, and that critical communications may require redundant equipment and paths that are not included in this agreement. In exchange for the commitment of both parties, Trailwave/Habersham EMC and the Customer agree to the following terms and conditions:

Installation: Pending Engineering department approval, Trailwave/Habersham EMC will be responsible for installation of fiber service up to the CPE (Customer Premise Equipment). Trailwave/Habersham EMC do not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration may be required to support Internet service. Such configuration shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from CPE to Customer's LAN.

Note: In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. Additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants Habersham EMC the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for such installations. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installations shall inure to any successors and/or assignees of Habersham EMC or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by HEMC or designated installer.

Equipment: Trailwave/Habersham EMC will install the necessary CPE to provide Internet services. Should the Customer modify the CPE to the extent service is interrupted and, at the request of Customer, it becomes necessary for Trailwave/Habersham EMC to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All CPE remains the property of Trailwave. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance including cancellation charges be paid in full at time of termination. Should Trailwave/Habersham EMC retain an attorney to enforce any breach of this Agreement, reasonable costs and attorney fees will be paid by Customer. At the expiration of the term of this Agreement, the agreement shall automatically renew in 1 month increments at the customer's existing monthly recurring rate unless Trailwave/Habersham EMC or Customer provides written notice of non-renewal 30 days prior to such expiration.


Customer Name: _____ Customer Signature: _____ Date: _____

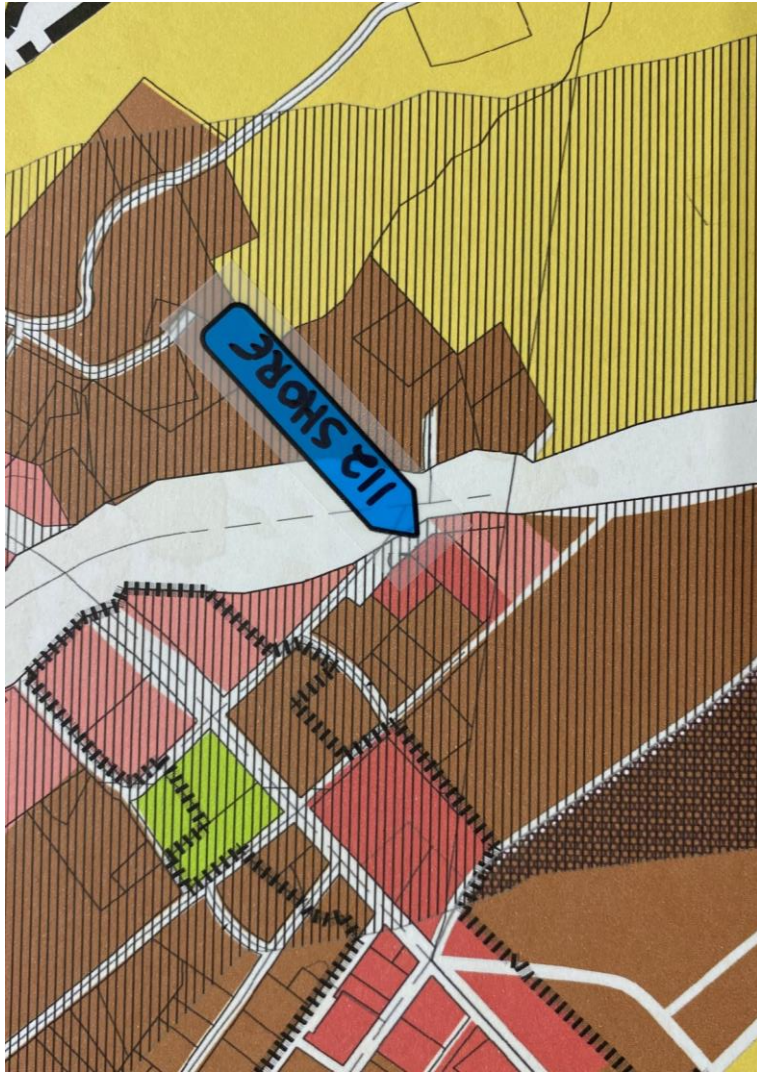
v.07062022

(Print)

(Sign)

LEGEND

-  A - Agricultural Residential District
-  R-1 - Residential Single Family District
-  R-2 - Residential Single Family District
-  R-3 - Residential Multi-Family District
-  MHD - Manufactured Home Development District
-  PRD - Planned Development District
-  NC - Neighborhood Commercial District
-  HB - Highway Business District
-  I-1 - Light Industrial
-  I-2 - Heavy Industrial
-  Downtown Redevelopment Overlay District
-  Scenic Corridor Overlay District
-  S-1 - Sensitive Land Watershed Protection Overlay District
-  County Line





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
----------------------------------	-------------------------

Parcel Information

Tax Parcel Number(s)	0915013	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 Aguilar 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

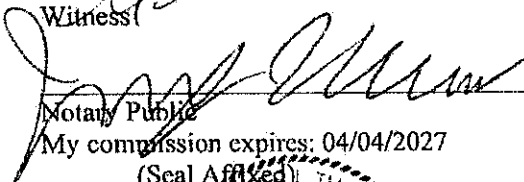
TO HAVE AND HOLD said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, 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:

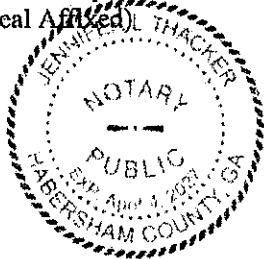


Witness


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



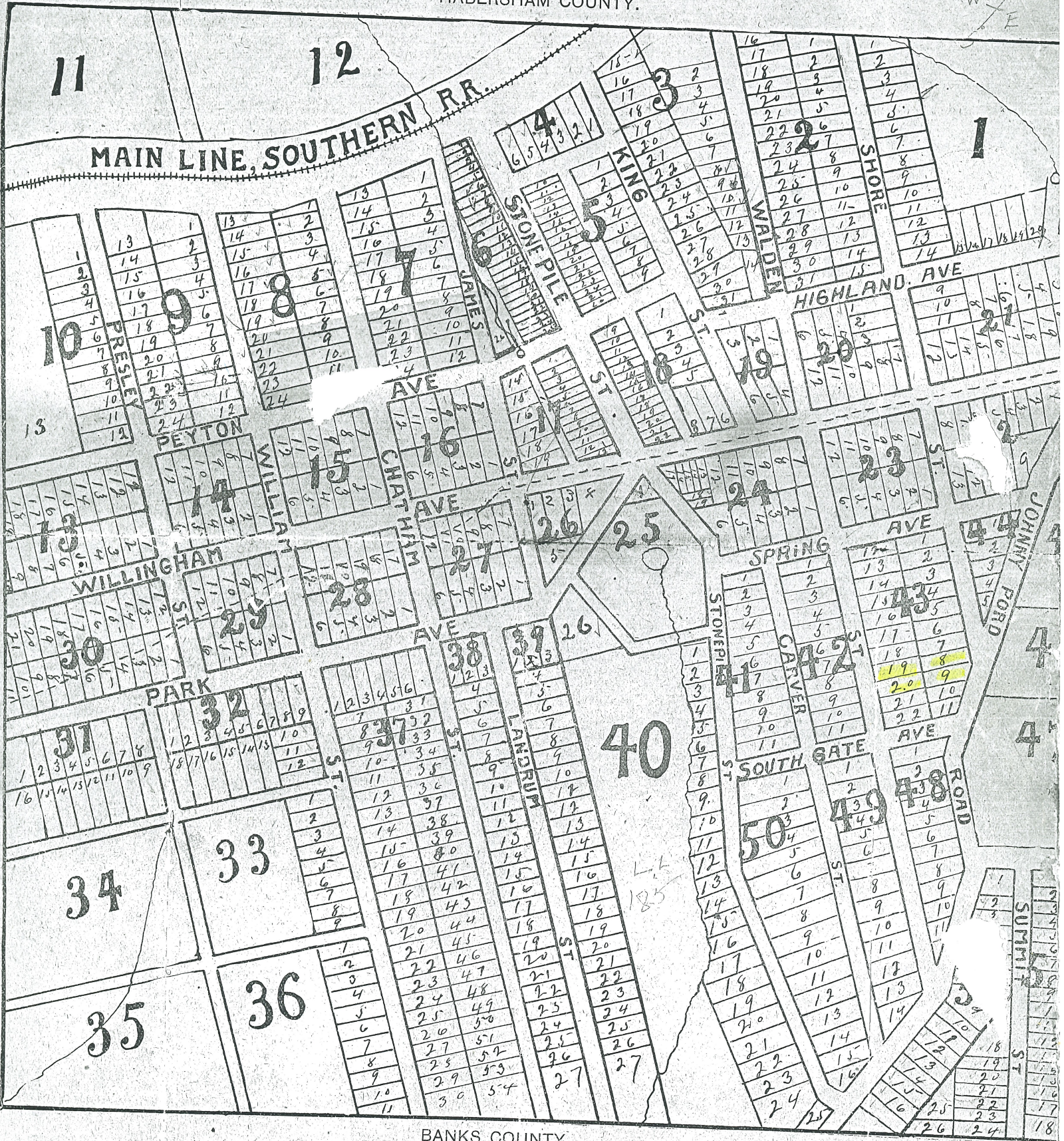
FULGENCIO AGUILAR RINCON (SEAL)



PLAT OF BALDWIN, GA.

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

HABERSHAM COUNTY.



BANKS COUNTY.

Scale of 300 feet to an inch.

November, 1890

A. REYNOLDS, C. E.

The above plat placed on record
January 25th 1890.

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

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

RESOLUTION NO.: 2024-12157R

A RESOLUTION OF THE CITY OF BALDWIN AGREEING TO PARTICIPATE WITH HABERSHAM COUNTY IN A FIRE CONSOLIDATION FEASIBILITY STUDY FOR FIRE SERVICES IN HABERSHAM COUNTY, GEORGIA

WHEREAS, the City of Baldwin is committed to ensuring the safety and welfare of its residents through efficient and effective fire protection and emergency response services; and

WHEREAS, Habersham County has proposed a study to evaluate the feasibility of consolidating fire protection and emergency services between the City of Baldwin and other municipalities within Habersham County to improve service delivery, enhance coordination, and achieve potential cost savings; and

WHEREAS, the City of Baldwin recognizes the importance of evaluating opportunities to enhance service delivery while maintaining fiscal responsibility and high-quality services; and

WHEREAS, participation in the fire consolidation feasibility study does not obligate the City of Baldwin to proceed with consolidation but allows for informed decision-making based on comprehensive analysis and community input; and

WHEREAS, collaboration with Habersham County and other stakeholders in this study aligns with the City's strategic goals of fostering intergovernmental cooperation and ensuring sustainable public safety services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Baldwin and it is hereby resolved and certified by the authority of the same as follows:

1. Approval to Join the Study:

The City of Baldwin agrees to participate in the fire consolidation feasibility study in partnership with Habersham County and other participating municipalities.

2. Fees for Consultant:

The County has agreed to and shall pay for the cost of the study.

3. Designation of Representative:

The City Council designates CAO Emily Woodmaster as the City's representative to participate in the study process and provide input on behalf of the City.

4. Community Engagement:

The City Council commits to ensuring community engagement throughout the study process to gather input and maintain transparency.

5. No Obligation to Consolidate:

Participation in the study does not obligate the City of Baldwin, in any way, to proceed with consolidation. Any decision regarding consolidation will require further evaluation and separate approval by the City Council.

SO RESOLVED this 9th day of December, 2024 by the City Council of the City of Baldwin.

**CITY OF BALDWIN
HABERSHAM COUNTY, GEORGIA**

Stephanie Almagno, Mayor

ATTEST:

Erin, Gathercoal, City Clerk

[CITY SEAL]

CITY COUNCIL

Mayor Stephanie Almagno
Erik Keith, Post 1
Post 2 Vacant
Kerri Davis, Post 3
Maarten Venter, Post 4
Alice Venter, Post 5



Emily Woodmaster, CAO
Erin Gathercoal, City Clerk
Bubba Samuels, City Attorney

186 Hwy 441 Bypass
Baldwin, GA 30511
706-778-6341 ~ Cityofbaldwin.org

Council Action Form

Meeting Date: December 9, 2024

Submitted By: Fletcher Holliday

Agenda Item: PO Approval Emergency Purchase High Service Pump WTP

Classification (City Attorney must approve all ordinances, resolutions, and contracts):

- Ordinance (No. _____) Contract Information Only Public Hearing
- Resolution (No. _____) Ceremonial Discussion/Action Other

Background (Includes description, background, and justification)

Emergency purchase and replacement of high service pump at water treatment plant.

Budgeting & Financial Impact (Included project costs and funding sources)

\$18,465.00 Operating Budget

X Capital Asset Cost \$18,465.00 Useful Life 25 Years

Staff Recommendation (Include possible options for consideration)

Department Head Approval *F. Woodmaster* Date 12/4/24

City Attorney Approval _____ Date _____

CAO Approval _____ Date _____

Council Denial _____
Council Tabled Until _____
Council Approval _____

City of Baldwin

P.O. BOX 247
BALDWIN, GA 30511

TEL: (706) 778-6341
FAX: (706) 776-7970

PURCHASE ORDER 00618 NUMBER

DATE:	12/2/24
-------	---------

ISSUED TO:
MPE
580-4700-522202

SHIP TO:
City of Baldwin Water Treatment Plant
288 Coldwater Drive
Demorest Ga 30535

SHIP VIA	F.O.B.	TERMS	DATE REQUIRED
----------	--------	-------	---------------

	QTY. ORDERED	QTY. RECEIVED	STOCK NUMBER/ ITEM DESCRIPTION	UNIT PRICE	PER	TOTAL AMOUNT
1	1		125HP motor to replace High Service Pump # 2 motor	15,985		\$15,985.00
2	1		Labor, Boom truck ,misc materials	2415.65		\$2,415.65
3						\$0.00
4			EMERGENCY PURCHASE			\$0.00
5			*high service pump #2 motor went out			\$0.00
6						\$0.00
7						\$0.00
8						\$0.00
9						\$0.00
10						\$0.00
11						\$0.00
12						\$0.00
13						\$0.00
14						\$0.00
15						\$0.00
16						\$0.00
Total						\$18,400.65

IMPORTANT:
Our order number must appear on all invoices, packages and correspondence. Advise us if unable to deliver complete order by the date required.