



Agenda
City Council Meeting
April 29th, 2024
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Police Department Commendation

Consent Agenda

- a. Approval of Minutes: Executive Session 3/11/24 and Council Meeting 4/15/24.

Public Comments

Public Hearings

Park Avenue ROW Abandonment

Reports

Police Department – Chris Jones

Old Business

1. Consideration/Approval of Habersham County Animal Control IGA
2. Consideration/Approval of 2nd Reading of Utility Encroachment Ordinance
#2024-04141
3. Consideration/Approval of Park Avenue ROW Abandonment Resolution #2024-04142R

New Business

4. Ratification of Consent Order for Los Cerritos
5. Ratification of Executive Session on 4/18/2024
6. Consideration/Approval of FC Sanitation Contract
7. Consideration/Approval of Banks County TSPLOST Paving Project
8. Discussion of CAO Contract Renewal

Executive Session

Announcements

- a. The City of Baldwin will be holding the annual Budget Town Hall Meeting on May 2nd at 6:30 pm at Life Church. We invite our residents to discuss the FY25 budget, meet City staff and department heads, and discuss the future of Baldwin.
- b. Calling all local farmers and foodies! Join us on the second and fourth Saturday of May, June and July for the reFRESH Market! Bring your fruits, veggies, farm fresh eggs, and other goods to City Hall for a FREE place to sell your fresh staples! Vendor applications can be found at www.cityofbaldwin.org or contact John at City Hall for more information.

Adjournment

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

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

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Baldwin through its City Commission (hereinafter the “City”).

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

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

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.
- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

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

ARTICLE III: COMPENSATION

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

City shall pay to County the sum of \$18,455.58 reflecting the net value of actual cost less the gross digest percentage from the 2023 Tax Digest. Said sum shall be recalculated annually as of June 30 and billed by County to City by August 31 of each year and shall be due and payable by City no later than September 30 each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

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

ARTICLE V: INDEMNIFICATION

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

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

Approved by the Habersham County Board of Commissioner on the 1st day of July 2023 and executed this ____ day of _____, 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Baldwin, Georgia on the 1st day of July 2023 and executed this ____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

CITY COUNCIL OF
BALDWIN, GEORGIA

By: _____
Stephanie Almagno, Mayor

Attest: _____
Emily Woodmaster, City Clerk

FIRST READING 04/15/2024

SECOND READING 04/29/2024

PASSED _____

AN ORDINANCE NO. #2024-04141

AN ORDINANCE TO REGULATE COMMUNICATIONS UTILITY RIGHT-OF-WAY ENCROACHMENTS WITHIN THE CITY OF BALDWIN, GEORGIA, TO PROVIDE FOR THE PURPOSE OF THE ORDINANCE; TO PROVIDE DEFINITIONS; TO PROVIDE THE SCOPE OF THE ORDINANCE; TO PROVIDE FOR UTILITY ROW ENCROACHMENT PERMITS; TO PROVIDE FOR ADMINISTRATION OF THE ORDINANCE; TO PROVIDE FOR THE REGISTRATION OF CURRENT OR ACTIVE OCCUPANTS; TO PROVIDE FOR THE ACCEPTANCE OR DENIAL OF REGISTRATIONS; TO PROVIDE THAT FACILITIES IN PLACE WITHOUT REGISTRATION HAVE REMEDIATION; TO PROVIDE FOR CONSTRUCTION PERMIT ISSUANCE WITH APPROVED APPLICATION; TO REQUIRE LOCATES PRIOR TO CONSTRUCTION; TO PROVIDE FOR EFFECTIVE PERIODS FOR PERMITS; TO PROVIDE FOR CANCELLATIONS OF PERMITS; TO PROVIDE EXPIRATION DATES OF PERMITS; TO PROVIDE REQUIRED MINIMUM STANDARDS; TO PROVIDE FOR DISCONTINUANCE PROCEDURES; TO PROVIDE FOR TERMINATION OF REGISTRATION; TO PROVIDE PENALTIES; TO PROVIDE FOR FEES; TO PROVIDE FOR APPLICABILITY OF THE ORDINANCE; TO PROVIDE FOR SEVERABILITY OF PROVISIONS, TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Baldwin, Georgia is vitally concerned with the use, construction within, and occupancy of all rights-of-way in the city as such rights-of-way are a valuable and limited resource which must be utilized to promote with the public health, welfare, economic development of the city, and to protect public works infrastructure; and

WHEREAS, requiring utilities and facilities occupying the rights-of-way apply for permits to for utility right-of -way encroachment and register with the City of Baldwin, Georgia to ensure code compliance; and

NOW, THEREFORE, the city, under the authority of the Baldwin City Charter and the laws and Constitution of the State of Georgia, including but not limited to, Article IX, Section II, Paragraphs 2 and 3 of the Georgia Constitution, O.C.G.A § 36-66B-4, O.C.G.A §36-34-2 and O.C.G.A §36-34-3; has adopted the ordinance in this article for the purpose of regulating public and private entities which use city rights-of-way and does hereby ordain as follows:

ARTICLE I
DECLARATION OF PURPOSE, SCOPE AND DEFNIITIONS

SEC. 1: TITLE.

46 This Ordinance shall be known as the “Communications Utility Right-of Way- Encroachment
47 Ordinance of the City of Baldwin, Georgia”.

48
49 **SEC. 2: INTENT AND PURPOSE.**

50 The City of Baldwin (the "city") is vitally concerned with the use, construction within, and
51 occupancy of all rights-of-way in the city as such rights-of-way are a valuable and limited resource
52 which must be utilized to promote with the public health, safety, welfare, economic development
53 of the city, and to protect public work infrastructure.

54
55 **SEC. 3: SCOPE.**

56 The provisions of this article shall apply to all utilities and facilities occupying the rights-of-
57 way as provided herein. Where a franchise agreement, pole attachment agreement, or other
58 agreement for the use of the city's rights-of-way has been entered into with the city, the provisions
59 of such agreement shall control if any such provisions are in conflict with this article.

60
61 **SEC. 4: DEFINITIONS.**

62 For the purposes of this article, the following terms, phrases, words, and their derivations
63 have the meanings set forth herein. The words "shall" and "will" are mandatory and "may" is
64 permissive. Words not defined shall be given their common and ordinary meaning. References
65 hereafter to "sections" are, unless otherwise specified, preferences to sections in this chapter.
66 Defined terms remain defined terms whether or not capitalized.

67 *City* means the City of Baldwin, Georgia.

68 *City clerk* means the City Clerk of the City of Baldwin, Georgia, or his or her designee.

69 *City engineer* means the City Engineer of the City of Baldwin, Georgia, or his or her designee.

70 *Codified ordinances* means the complete book of ordinances of the City of Baldwin, Georgia.

71 *Construct* means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct,
72 install or remove signs, or facilities, other than landscaping or ornamental plantings, in, on, above,
73 within, over, below, under, or through any part of the rights-of-way. Construct shall also include
74 the act of opening and/or cutting into the surface of any paved or improved surface that is any part
75 of the right-of-way.

76 *Construction* means, but shall not be limited to, the act or process of digging, boring,
77 tunneling, trenching, excavating, obstructing, installing or removing signs or facilities, other than
78 landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part
79 of the rights-of-way. Construction shall also include the act of opening, boring and/or cutting into
80 the surface of any part of the right-of-way.

81 *Emergency* means a condition that poses a clear and immediate danger to life, health or safety
82 of a person, or of significant damage or loss of real or personal property.

83 *Facility or facilities* means any tangible thing, including but not limited to, pipes, mains,
84 conduits, cables, wires, poles, towers, traffic and other signals, and other equipment,
85 appurtenances, appliances and future technology of any utility in, on, along, over, or under any
86 part of the rights-of-way within the city.

87 *Facilities representative(s)* means the specifically identified agent(s)/employee(s) of a utility
88 who are authorized to direct field activities of that utility and serve as official notice agent(s) for
89 facilities related information. Utility shall be required to make at least one of its facilities
90 representatives is available at all times to receive notice of, and immediately direct response to,
91 facilities related emergencies or situations.

92 *FCC* means the Federal Communications Commission or any successor thereto.

93 *Permit* means an authorization which grants permission to conduct specific regulated
94 activities on, in, over, under or within any public right-of-way, and which may be subject to
95 conditions specified in a written agreement with the city or in a related provision of this Code of
96 Ordinances.

97 *Right(s)-of-way* means the surface and space in, on, above, within, over, below, under or
98 through any real property in which the city has an interest in law or equity, whether held in fee, or
99 other estate or interest, or as a trustee for the public, including, but not limited to, any public street,
100 boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area,
101 or real property owned by or under the legal or equitable control of the city, now or hereafter, that
102 consistent with the purposes for which it was dedicated, may be used for the purposes of
103 constructing, operating, repairing or replacing facilities.

104 *Service(s)* means the offering of any service by a utility for a fee directly to the public, or to
105 such classes of users as to be effectively available directly to the public, or alternatively, the
106 provision of any service by a utility between two or more points for a proprietary purpose to a
107 class of users other than the general public.

108 *Service agreement* means a valid license agreement, service agreement, franchise agreement,
109 or operating agreement issued by the city or state pursuant to law and accepted by a utility or
110 entered into by and between the city and a utility, which allows such utility to operate or provide
111 service within the geographic limits of the city.

112 *Street or streets* means the surface of, as well as the spaces above and below, any and all the
113 streets, alleys, avenues, roads, bridges, tunnels and public places of the city within the corporate
114 limits of the city, as the same now exist or may be hereafter extended or altered, and any location
115 thereon, thereover or thereunder, and any portion thereof.

116 *Transfer* means the disposal by the utility, directly or indirectly, by gift, assignment, sale,
117 merger, consolidation, or otherwise, of more than 50 percent at one time of the ownership or
118 controlling interest in the facilities, or of more than 50 percent cumulatively over the term of a
119 written approval of registration of such interests to a corporation, partnership, limited partnership,
120 trust, or association, or person or group of persons acting in concert.

121 *Unused facilities* means facilities located in the rights-of-way which have remained unused
122 for 12 months and for which the utility is unable to provide the city with a plan detailing the
123 procedure by which the utility intends to begin actively using such facilities within the next 12
124 months, or that it has a potential purchaser or use of the facilities who will be actively using the
125 facilities within the next 12 months, or, that the availability of such facilities is required by the
126 utility to adequately and efficiently operate its facilities.

127 *Utility or utilities* means all privately, publicly, or cooperatively owned systems for
128 producing, transmitting, or distributing communication, data, information, telecommunication,
129 cable television, video services, power, electricity, light, heat, gas, oil, crude products,

130 water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and
131 housing or conduit for any of the foregoing, which directly or indirectly serve the public or any
132 part thereof. The term "utility" may also be used to refer to the owner, operator, utility, service,
133 contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.

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ARTICLE II
UTILITY REGISTRATION

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SEC. 5: ADMINISTRATION.

141 The City Clerk or his or her designee shall be the city official responsible for the administration of
142 this section.

143

SEC. 6: REGISTRATION REQUIRED.

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145

146 (a) Each utility who occupies, uses or has facilities in the rights-of-way at the time of passage of
147 this article, including by lease, sublease or assignment, to operate facilities located in the
148 rights-of-way, unless specifically exempted by state or federal law or this Code, shall file a
149 registration statement with the city clerk within 90 days of the effective date of the ordinance
150 codified in this article.

151 (b) Following the effective date of the ordinance from which this section is derived, each utility
152 who seeks to have facilities located in the rights-of-way under the control of the city, unless
153 specifically exempted by state or federal law or this Code, shall file a registration statement
154 with the city clerk.

155

SEC. 7: REGISTRATION PROCEDURE.

157 The registration information provided to the city shall be on a form approved by the city clerk and include,
158 but not be limited to:

159 (1) The name, legal status (i.e., partnership, corporation, etc.), street address, email address, and
160 telephone and facsimile numbers of the utility filing the registration statement (the registrant").
161 If the registrant is not the owner of the facility in the right-of-way, the registration shall include
162 the name, street address, email address, if applicable, and telephone and facsimile numbers of
163 the owner.

164 (2) The name, street address, email address if applicable and telephone and facsimile numbers of
165 one or more facilities representative(s). Current information regarding how to contact the
166 facilities representative(s) in an emergency shall be provided at the time of filing a registration
167 and shall be updated as necessary to assure accurate contact information is available to the city
168 at all times.

169 (3) A copy of the utility's certificate of authority (or other acceptable evidence of authority to
170 operate) from the Georgia Public Service Commission and/or the FCC and any other similar
171 approvals, permits, or agreements.

172 (4) A copy of the service agreement, if applicable, or other legal instrument that authorizes the utility
173 to use or occupy the right-of-way for the purpose described in the registration.

174 (5) All required information pursuant to O.C.G.A. § 46-5-1(b) for those utilities which are
175 considered a "telephone company" under O.C.G.A. § 46-5-1(b) and seeking to install lines and
176 similar facilities with the city's rights-of-way.

177
178 **SEC. 8: INCOMPLETE REGISTRATION.**

179 If a registration is incomplete, the city clerk shall notify the registrant and shall provide a
180 reasonable period in which to complete the registration. If registration is complete, the city clerk
181 shall notify the utility in writing.

182
183 **SEC. 9: ACCEPTANCE OF THE REGISTRATION SHALL NOT CONVEY TITLE IN**
184 **THE RIGHTS-OF-WAY.**

185 Acceptance of the registration is only the nonexclusive, limited right to occupy rights-of-way
186 in the city for the limited purposes stated in the acceptance. Acceptance of the registration does
187 not excuse a utility from obtaining permits required by city ordinances nor from obtaining
188 appropriate access or pole attachment agreements before using the facilities of others, including
189 the city. Acceptance of the registration does not excuse a utility from notifying the city of
190 construction as required herein.

191
192 **SEC. 10: FACILITIES IN PLACE WITHOUT REGISTRATION.**

193 Beginning one year after the effective date of this chapter, any facilities or part of a facility found
194 in a right-of-way for which registration is required but has not been obtained unless specifically
195 exempted by law, and for which no valid service agreement exists with the city, may be deemed
196 to be a nuisance and an unauthorized use of the rights-of-way. The city may exercise any remedies
197 or rights it has at law or in equity, including, but not limited to, abating the nuisance; taking
198 possession of the facilities, evicting the utility from the right-of-way; prosecuting the violator;
199 and/or any other remedy provided by city ordinance or otherwise allowed in law or in equity.

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203 **ARTICLE III**
204 **CONSTRUCTION PERMITS**

205
206 **SEC.11: PERMIT REQUIRED.**

207 It shall be unlawful for any utility to excavate or to construct, install, maintain, renew,
208 remove or relocate facilities in, on, along, over or under the public roads of the city without a
209 utility permit from the department of public works in accordance with the terms of this chapter.

210
211 **SEC.12: PERMIT PROCEDURE.**

212 Utility permits shall be obtained from the director of planning and development upon
213 application made on forms prescribed by the department of planning and development. The written
214 application shall include the following:

- 215 (1) The name and address of the utility;

- 216 (2) The nature, extent, and location of any work proposed to be done, along with satisfactory
217 plans as attachments showing in detail the location of the proposed facility or operations
218 as described in the permit application. The plans shall show the size or capacity of
219 facilities to be installed; their relationship to street features such as right-of-way lines,
220 pavement edge, structures, etc., horizontal and vertical clearance to critical elements of
221 the roadway and any other information necessary to evaluate the impact on the street and
222 its operation;
- 223 (3) The name and address of the person or firm who is to do such work;
- 224 (4) The name, street address, email address if applicable and telephone and facsimile
225 numbers of one or more facilities representative(s);
- 226 (5) The projected dates for the work to be started and finished;
- 227 (6) The estimated cost of the project;
- 228 (7) An indemnity bond or other acceptable security in an amount to be set by the city to pay
229 any damages to any part of the city road system or other city property or to any city
230 employee or member of the public caused by activity or work of the utility performed
231 under authority of the permit issued;
- 232 (8) A copy, if requested, of the registrant's certificate of authority (or other acceptable
233 evidence of authority to operate) from the Georgia Public Service Commission and/or
234 the FCC and any other similar approvals, permits, or agreements; and
- 235 (9) A copy, if requested, of the service agreement, if applicable or other legal instrument
236 that authorizes the utility to use or occupy the right-of-way for the purpose described in
237 the application.

238

239 **SEC.13: PERMIT FEES.**

240 Fees shall be determined by the director, subject to the approval by resolution of the city
241 council. A fee schedule shall be available at the offices of the director and the city clerk and open
242 for public inspection.

243

244 **SEC.14: ISSUANCE OF PERMIT.**

245 If the director determines the applicant has satisfied the following requirements, the director
246 may issue a permit:

- 247 (1) Whether issuing of the approval will be consistent with this chapter; and
- 248 (2) Whether applicant has submitted a complete application and has secured all certificates
249 and other authorizations required by law, if applicable, in order to construct facilities in
250 the manner proposed by the applicant; and
- 251 (3) The impact on safety, visual quality of the streets, traffic flow, and other users of the
252 right-of-way and the difficulty and length of time of the project, construction or
253 maintenance.

254 **SEC.15: LOCATE REQUESTS REQUIRED.**

255 As provided in O.C.G.A. § 25-9-6, the "Georgia Utility Facility Protection Act", and other
256 applicable state law currently in place or as amended, no utility shall commence, perform or
257 engage in blasting or excavating with mechanized equipment unless and until the utility planning
258 the blasting or excavating has given 48 hours' notice by submitting a locate request to the utilities
259 protection center or by calling 8-1-1, beginning the next business day after such notice is
260 provided, excluding hours during days other than business days.

261

262 **SEC.16: EMERGENCY SITUATIONS.**

263

264 In the event that the city becomes aware of an emergency regarding utility facilities, the city
265 may attempt to contact the affected utility or facilities representative. The city may take whatever
266 action it deems necessary in order to respond to the emergency, including cut or move any of the
267 wires, cables, amplifiers, appliances, or other parts of the facilities. The city shall not incur any
268 liability to the utility, for such emergency actions, and the cost of such shall be paid by each
269 utility affected by the emergency.

270

271 **SEC.17: EFFECTIVE PERIOD OF PERMIT.**

272

273 (a) Each permit shall have a set commencement and expiration date based on information
274 provided in the applicant's permit application.

275 (b) The permit shall remain in place until construction is completed or until its expiration date
276 unless the utility is in default. The director may give written notice of default to a utility if it
277 is determined that a utility has:

278 (1) Violated any provision or requirement of the issuance or acceptance of a permit
279 application or any law of the city, state or federal government;

280 (2) Attempted to evade any provision or requirement of this chapter;

281 (3) Practiced any fraud or deceit upon the city; or

282 (4) Made a material misrepresentation or omission of fact in its permit application.

283

284 **SEC.18: CANCELLATION FOR CAUSE.**

285

286 If a utility fails to cure a default within 20 working days after such notice is provided to the
287 utility by the city, then such default shall be a material breach and city may exercise any remedies
288 or rights it has at law or in equity to terminate the permit. If the director decides there is cause or
289 reason to terminate, the following procedure shall be followed:

290 (1) City shall serve a utility with a written notice of the reason or cause for proposed
291 termination and shall allow a utility a minimum of 15 calendar days to cure its breach.

292 (2) If the utility fails to cure within 15 calendar days, the city may declare the permit
293 terminated.

294

295 **SEC.19: EXPIRATION OF PERMIT.**

296 If work does not begin within six months of the date of issuance, the permit will automatically
297 expire.

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302

ARTICLE IV
REQUIRED MINIMUM STANDARDS

302 **SEC.20: CONDITIONS OF STREET OCCUPANCY.**

303 The failure to comply with any of the terms and conditions set forth in this section may result
304 in the revocation of registration and removal of facilities from the rights-of-way.

305 (1) *Utility Accommodation Manual adopted.* The 2009 Utility Accommodation Policy and
306 Standards Manual, including all references contained therein to codes, rules, regulations,
307 schedules, forms and appendix items, except Appendix B (Permit Forms and Supporting
308 Documents), promulgated by the State of Georgia Department of Transportation, as may
309 be amended from time to time, is hereby adopted by reference and incorporated in the
310 article as if fully set forth herein, subject to the amendments and modification contained
311 in this chapter. A copy of the manual shall be maintained at the offices of the city
312 engineer or his designee and open for public inspection. Any conflicts between the
313 provisions of this article and the manual shall be resolved in favor of the manual.
314 References to state personnel, agencies, and fees shall be interpreted, where required, as
315 meaning the City of Snellville municipal equivalents.

316 (2) *Mobile Broadband Infrastructure Leads to Development Act, Incorporated.* The 2014
317 BILD Act is hereby adopted by reference and incorporated in the article as if fully set
318 forth herein.

319 (3) *Protection of traffic and roadway.* No utility may occupy the city rights-of-way unless
320 sufficient space is available so that the free flow and safety of traffic and other capacity
321 considerations are not unduly impaired and the installation does not prevent the city from
322 reasonably maintain the streets, structures, traffic control devices and other appurtenant
323 facilities, and further provided that maintenance and operations of the facilities do not
324 jeopardize the traffic, street structure, other users of the right-of-way or the right-of-way
325 itself.

326 (4) *Grading.* If the grades or lines of any street within the right-of-way are changed at any
327 time by the city and this change involves an area in which the utility's facilities are
328 located, then the utility shall, at its own cost and expense and upon the request of the city
329 upon reasonable notice, protect or promptly alter or relocate the facilities, or any part
330 thereof, so as to conform with such new grades or lines. In the event the utility refuses
331 or neglects to so protect, alter, or relocate all or part of the facilities, the city shall have
332 the right to break through, remove, alter or relocate all or any part of the facilities without

333 any liability the city and the utility shall pay to the city the costs incurred in connection
334 with such breaking through, removal, alteration, or relocation.

335 (5) *Installation of poles and other wireholding structures and relocation.* Unless otherwise
336 provided in a valid service agreement, no placement of any pole or wireholding structure
337 of the utility is to be considered a vested interest in the right-of-way, and such poles or
338 structures are to be removed, relocated underground, or modified by the utility at its own
339 expense whenever the city determines that the public convenience would be enhanced
340 thereby. The facilities shall be so located and installed as to cause minimum interference
341 with the rights and convenience of property owners.

342 (6) As provided in O.C.G.A § 25-9-6 (the Georgia Utility Facility Protection Act) and other
343 applicable state law currently in place or as amended, no utility shall commence,
344 perform, or engage in blasting or in excavating with mechanized excavating facilities
345 unless and until the utility planning the blasting or excavating has given 48 hours' notice
346 by submitting a locate request to the utility protection center, beginning the next working
347 day after such notice is provided, excluding hours during days other than working days.

348

349 **SEC.21: RESTORATION OF PROPERTY.**

350 A utility shall be liable, at its own cost and expense, to replace, restore or repair, any street,
351 facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may be
352 come disturbed or damaged as a result of the construction or installation, operation, upgrade, repair
353 or removal of facilities to a condition as good as or better than its condition before the work
354 performed by the utility that caused such disturbance or damage. If the utility does not commence
355 such replacement or repair after 20 working days following written notice from the city, the city
356 or the owner of the affected structure of property may make such replacement or repair and the
357 utility shall pay the reasonable and actual cost of the same.

358

359 **SEC.22: DISCONTINUANCE OF OPERATIONS, ABANDONED AND UNUSED**
360 **FACILITIES.**

361

362 (a) A utility who has discontinued or is discontinuing operation of any facilities in the city
363 shall:

364 (1) Provide information satisfactory to the city that the utility's obligations for its facilities
365 in the rights-of-way under this article and any other provision in the codified
366 ordinances or other laws have been lawfully assumed by another utility;

367 (2) Submit a written proposal to re-use its facilities;

368 (3) Submit a written proposal for abandonment of facilities which must be approved by the
369 city engineer;

370 (4) Remove its entire facilities within a reasonable amount of time and in a manner
371 acceptable to the city; or

- 372 (5) Submit to the city, in good faith and within a reasonable amount of time, a proposal for
373 transferring ownership of its facilities to the city. If a utility proceeds to transfer
374 ownership to the city, the city may, at its option do one or more of the following:
- 375 a. Purchase the facilities;
 - 376 b. Accept donation of some or all facilities; or
 - 377 c. Require the utility to post a bond in an amount sufficient to reimburse the city for its
378 reasonably anticipated costs to be incurred in removing the facilities.
- 379 (b) Facilities of a utility who fails to comply with the above provision shall be deemed to be
380 abandoned. Abandoned facilities are deemed to be a nuisance. The city may exercise any
381 remedies or rights it has at law or in equity, including, but not limited to, abating the
382 nuisance; taking possession of the facilities; evicting the utility from the right-of-way
383 prosecuting the violator; and/or any other remedy provided by city ordinance or otherwise at
384 law or in equity.

385

386 **SEC.22: TERMINATION OF REGISTRATION.**

387

- 388 (a) The registration statement shall remain in place for one year and renew each subsequent year
389 automatically unless the utility is in default. The city shall give written notice of default to a
390 utility if it is determined that a utility has:
- 391 (1) Violated any provision or requirement of the issuance or acceptance of a registration
392 application or any law of the city, state or federal government;
 - 393 (2) Attempted to evade any provision or requirement of this chapter;
 - 394 (3) Practiced any fraud or deceit upon the city; or
 - 395 (4) Made a material misrepresentation of fact in its application for registration.
- 396 (b) If a utility fails to cure a default within 20 working days after such notice is provided to the
397 utility by the city, then such default shall be a material breach and the city may exercise any
398 remedies or rights it has at law or in equity to terminate the approval of registration. If the
399 city engineer decides there is cause or reason to terminate, the following procedure shall be
400 followed:
- 401 (1) The city shall serve the utility with a written notice of the reason or cause for proposed
402 termination and shall allow the utility a minimum of 15 calendar days to cure its breach.
 - 403 (2) If the utility fails to cure within 15 calendar days, the city may declare the registration
404 terminated.

405

406 **SEC.23: UNAUTHORIZED USE OF PUBLIC RIGHTS-OF-WAY.**

407

- 408 (a) No utility shall use the rights-of-way to operate any facilities that have not been authorized
409 by the city in accordance with the terms of this article.

- 410 (b) No utility shall place or have placed in any facilities in, on, above, within, over, below, under,
411 or through the rights-of-way, unless allowed under this article.
- 412 (c) Each and every unauthorized use shall be deemed to be a violation of this article and a distinct
413 and separate offense. Each and every day any violation of this article continues shall
414 constitute a distinct and separate offense.
- 415 (d) No utility shall fail to comply with the provisions of this article. Each and every failure to
416 comply shall be deemed a distinct and separate offense. Each and every day any violation of
417 this article continues shall constitute a distinct and separate offense.
- 418 (e) Every utility convicted of a violation of any provision of this chapter shall be punished by a
419 fine not exceeding \$1,000.00 per violation. Each act of violation and each day upon which
420 any such violation shall occur shall constitute a separate offense. In addition to the penalty
421 prescribed above, the city may pursue other remedies such as abatement of nuisances,
422 injunctive relief and revocation of licenses or permits.

423

424 **SEC.24: OTHER PROVISIONS.**

425

- 426 (a) *Reservation of regulatory and police powers.* The city by issuing a written approval of
427 registration under this chapter, does not surrender or to any extent lose, waive, impair, or
428 lessen the lawful powers and rights, which it has now or may be hereafter vested in the city
429 under the Constitution and laws of the United States, State of Georgia and the city Charter,
430 and under the provisions of the city's codified ordinances to regulate the use of the rights-of-
431 way. The utility by applying for and being issued a written permit, is deemed to acknowledge
432 that all lawful powers and rights, regulatory power, or police power, or otherwise as are or
433 the same may be from time to time vested in or reserved to the city, shall be in full force and
434 effect and subject to the exercise thereof by the city at any time. A utility is deemed to
435 acknowledge that its interests are subject to the regulatory and police powers of the city to
436 adopt and enforce general ordinances necessary to the safety and welfare of the public and is
437 deemed to agree to comply with all applicable general laws enacted by the city pursuant to
438 such powers. In particular, all utilities shall comply with city zoning and other land use
439 requirements pertaining to the placement and specifications of facilities.
- 440 (b) *Compliance.* No person shall be relieved of its obligation to comply with any of the provisions
441 of this chapter by reason of any failure of city to enforce compliance.
- 442 (c) *Appeal of administrative decisions.* All appeals provided for by this article and any
443 notification to the city required by this chapter shall be in writing and sent via certified mail
444 to the city clerk as specified in this chapter.
- 445 (d) *Chapter headings.* Chapter headings are for convenience only and shall not be used to
446 interpret any portion of this chapter.

447

448 **SEC.24: APPLICABILITY.**

449 The provisions of this chapter shall apply in addition to the provisions of any other code
450 provision or ordinance. Where there is a conflict, the more restrictive provision shall

451 apply.

452

453 **SEC.25: SEVERABILITY.**

454

455 If any section, sentence, clause, or phrase (i.e., provision) of this chapter or its application
456 to any person or circumstance is held invalid or unconstitutional by a court of competent
457 jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality
458 of any other provision and the remainder of this chapter, or the application of such provisions to
459 other persons or circumstances, shall not be affected.

460

461 **SEC.26: RESERVED.**

462

463 **SO ORDAINED** this _____ day of _____, 2024.

464

BALDWIN CITY COUNCIL

465

466

467

468

By: _____

Mayor Stephanie Almagno

469

470

471

472

473

Council Member Alice Venter

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Council Member Maarten Venter

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481

Council Member Erik Keith

482

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485

Council Member Kerri Davis

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487

488

489

Council Member Joseph Satterfield

490

491 **ATTEST:**

492

493

City Clerk, Erin Gathercoal

494

PASSED: 04/29/2024

RESOLUTION #2024-04142R

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BALDWIN, GEORGIA, TO APPROVE THE ABANDONMENT OF CERTAIN RIGHT OF WAY; AND FOR OTHER RELATED AND LAWFUL PURPOSES.

WHEREAS, the City of Baldwin is a duly created and validly existing municipal corporation of the State of Georgia under the Constitution and laws of the State of Georgia and governed by the Mayor and City Council of Baldwin, and;

WHEREAS, the City of Baldwin desires to abandon the City's interest in and to a certain section of the right of way of Park Avenue, located in Banks County and the City of Baldwin, and;

WHEREAS, a plat and legal description have been tendered and are attached hereto as Exhibit "A" showing the location of the portion of the road which has been requested to be abandoned, and Section 32-7-2(c) of the Official Code of Georgia Annotated authorizes a municipality to abandon a section of the municipal street system when it is determined that a section of the municipal street system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, and;

WHEREAS, said Georgia Code Section provides that upon certification recorded in its minutes, accompanied by a plat or sketch, and, after notice to property owners located thereon, after notice of such determination is published and after a public hearing on such issue, may declare that section of the municipal street system abandoned and that thereafter, that section of street shall no longer be part of the municipal street system and the rights of the public in and to the section of road as a public road shall cease, and;

WHEREAS, the owners of all the property that abuts the Road sought to be abandoned by the County have received actual notice of the proposed abandonment described herein and no other legitimate objection thereto has been made. Public notice is attached hereto as Exhibit "B."

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

1.

The Mayor and City Council have determined that a certain section of the right of way of Park Avenue, a road in the municipal street system, has ceased to be used by the

public to the extent that no substantial public purpose is served by it or that its removal from the municipal street system is otherwise in the best public interest.

2.

That the abandonment of the Street herein described be and is approved.

3.

Accordingly, the Mayor and City Council declare the portions of the right of way of Park Avenue described in the Exhibits to this Resolution shall be abandoned, and such right of way shall no longer be a part of the municipal street system and the rights of the public in and to the section of road as a public road shall cease.

THIS RESOLUTION is hereby adopted this ____ Day of _____, _____ the public health, safety, and general welfare demanding it.

SO RESOLVED AND ADOPTED, this ____ Day of _____.

**CITY OF BALDWIN
MAYOR AND CITY COUNCIL**

Stephanie Almagno, Mayor

Attest:

Erin Gathercoal, City Clerk

[SEAL]

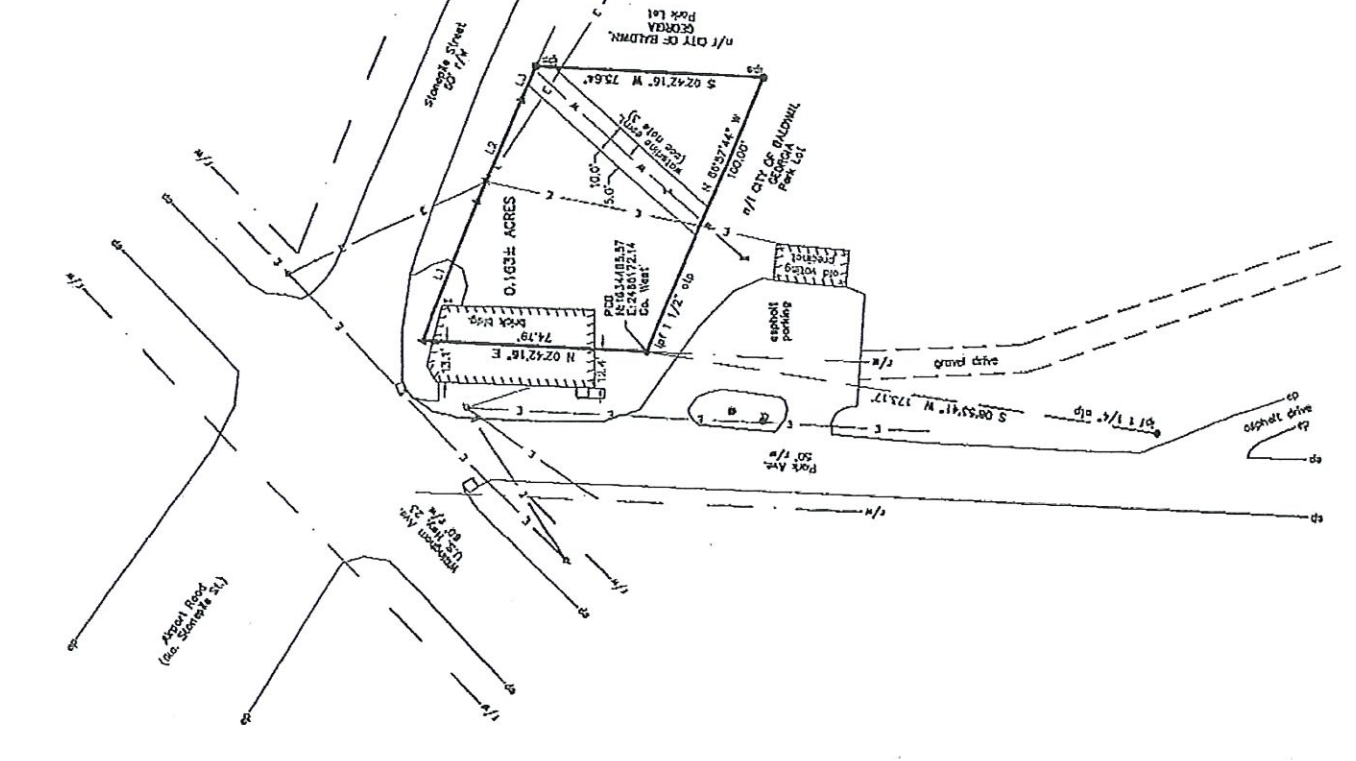
bubba@bubbaSamuels.com

LEGEND

- These standard symbols will be used in the drawing.
- ELECTRIC
 - TELEPHONE
 - TELEPHONE POLE
 - TELEPHONE BOX
 - IRON PIN SET
 - CONCRETE MONUMENT FOUND
 - TRELS
 - BREAK IN P/L

LINE	BURNING	DISTANCE
L1	S 68°23'07" E	50.00'
L2	S 68°23'07" E	50.00'
L3	S 68°23'07" E	11.00'

- ### ABBREVIATIONS
- POC — POINT OF COMMENCEMENT
 - POB — POINT OF BEGINNING
 - DP — DEED BOOK
 - EP — EASEMENT
 - FO — FENCE
 - FP — FOUND
 - IP — IRON PIN FOUND
 - LP — LAND LOT LINE
 - N/P — NORTH OR SOUTHERLY
 - PL — PLAT BOOK
 - PL — PLAT BOOK
 - PL — PLAT BOOK
 - R/W — RIGHT OF WAY



- ### NOTES:
- The land plotted herein is subject to any easements, reservations, or restrictions that may exist, either written or unwritten.
 - All tie are 1/2" rebar with plastic cap. (IDA #992 unrecorded)
 - This surveyor does not warrant any easement features. The data plotted herein is based upon above ground evidence only.
 - Refer to a plat of survey by J.C. King, Co. R.L.S. 679, for William Leroy Smith dated January, 1974.

Source Deeds: DB 13/14/82

This is a retracement of Lot 1, Block 25 (former Baldwin State Bank Bldg.) of the official map of the Town of Baldwin by John A. Reynolds, dated 1923. Lots 2, 3, 4, 4 referred to in BD 13/14/82 could not be located on the town official map.



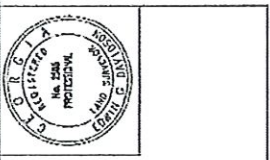
THIS PLAT IS FOR THE SOLE AND EXCLUSIVE USE OF THE PARTY NAMED IN THE TITLE BLOCK. ALL OTHERS USE AT THEIR OWN RISK. RETRACEMENT SURVEY FOR:

EAGLEROCK FIVE POINTS, LLC.

— In the Town of Baldwin, Georgia —
 DAVIDSON LAND SURVEYING, INC.
 E.G. (EDDIE) DAVIDSON, PLS

3224 BRIDGE STREET
 BALDWIN, GEORGIA 31406
 (904) 734-7490

C.O.A. #539	SC #16127	NC #L-3746	TN # 1877	A. #20350
CA #2566				
Land Lot: 185	District: 10th	County: Baldwin, Georgia		
Deed: 5/21/2023	Scale: 1"=50'	Book: 23-110		
		Page: 23-110		



RETRACEMENT SURVEY

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording of this plat does not imply approval of any local jurisdiction, availability of permits, compliance with use of purpose of the land. Furthermore, this unadorned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in O.C.G.A., Section 15-6-67.

Eddie Davidson
 EDDIE DAVIDSON
 5/21/2023
 DATE

The field data collected is based upon GPS observations, using Carlson LE90 and frequency receivers base and rover. The data was collected using the Leica real time kinematic network. The relative positional accuracy, as calculated according to National Standard for Spatial Data Accuracy (NSDA) is:

Horizontal: 1/5" ±
 Vertical: 1/10" ±
 95% confidence level

This plat has been calculated for closure and is found to be accurate within one foot in 48,000 feet.

Field work completed on 07/19/2023.

All that tract or parcel of land lying and being in Land 185 of the 10th Land District and in the City of Baldwin, Banks County, Georgia, described as follows:

A portion of a brick building that lies within the right-of-way of Park Avenue as highlighted and shown on the attached plat prepared by J. G. King, dated Jan. 1974, which is hereto attached marked Exhibit A and incorporated herein by reference.

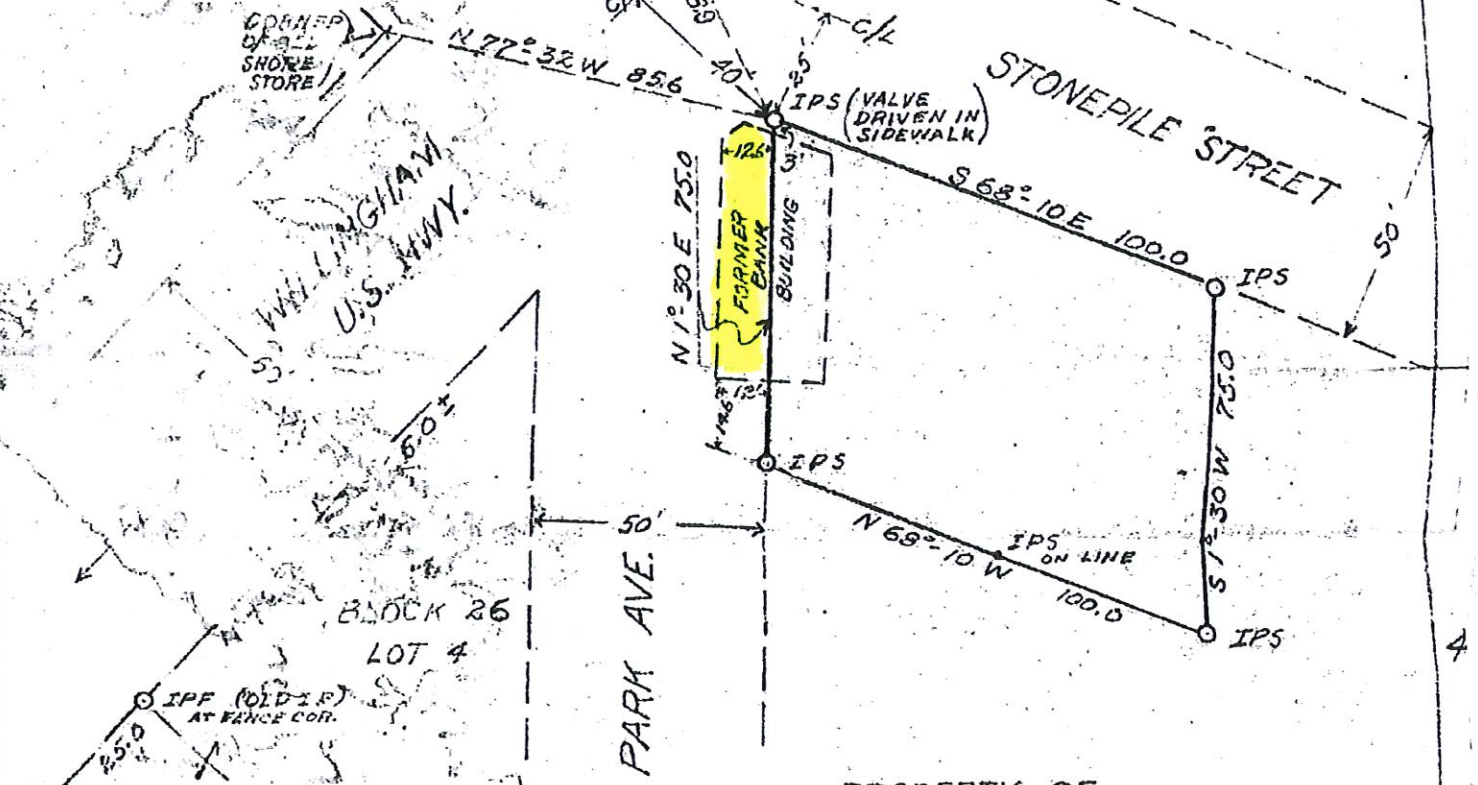
This property is also highlighted and shown on plat of survey prepared by Davidson Land Surveying Inc., dated August 21, 2003, hereto attached marked Exhibit B and incorporated by reference.

This building has been referred to as the Baldwin State Bank Building or the old Baldwin Post Office Building in the following deeds: Quit Claim Deed from Mrs. Mannie Shore White et al. to Helen Cornwall Shore Dallas, dated May 3, 1965, and recorded among Banks County, Georgia Records in Deed Book OO, page 31; Warranty Deed from Helen Shore Dallas to Morris L. Whiten, dated August 19, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 432; Warranty Deed from Morris L. Whiten to William Leroy Smith, dated October 15, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 594; and Warranty Deed from Leory Smith to Marvin Smith and Gloria Smith, dated June 25, 1977 and recorded among Banks County, Georgia Records in Deed Book 13, page 462.

EXHIBIT A

ALL CORNERS AS SHOWN ON THIS PLAT WERE AGREED TO BY TOWN OF BALDWIN MAYOR AND COUNCIL AS GRANTOR AND BY WILLIAM LEROY SMITH AS GRANTEE

SCALE 1 IN. = 30 FT.
JAN. 1974



PROPERTY OF
WILLIAM LEROY SMITH

BEING IN LAND LOT 185 OF THE 10TH LAND DISTRICT AND IN THE TOWN OF BALDWIN, BANKS COUNTY, GEORGIA, AND BEING LOT 1, INCLUDING A PORTION OF THE FORMER BALDWIN STATE BANK BUILDING, AND LOTS 2, 3, & 4 OF BLOCK 25 OF THE TOWN OF BALDWIN, AS DESIGNATED ON A SKETCH DRAWN ON A DEED FROM J.F. BROWN AND J.M. KING TO I.J. REYNOLDS DATED NOV. 13, 1896

THE RESURVEY OF THE OLD BALDWIN BANK LOT (LOT 1) AND OF LOTS 2, 3, & 4 REFERRED TO IN DEEDS COULD NOT BE LOCATED AT THE TIME OF THIS SURVEY. THE OFFICIAL MAP OF THE TOWN OF BALDWIN BY JOHN A. REYNOLDS, DATED 1896, SHOWS NO BEARINGS OR DISTANCES. BY USING EXISTING STREETS AND BY SCALING FROM PLATS, ETC. THESE LOTS HAVE BEEN ESTABLISHED. IF THE TOWN PARK SHOULD EVER BE SURVEYED SUCH SURVEY WILL HAVE TO BE ADJUSTED TO CORNERS AND STREETS AS SHOWN ON THIS PLAT. A PART OF THE TOWN PARK IS INCLUDED IN THIS LOT.

T, D - G.C.H.

J.G. KING
LAND SURVEYOR
GA. REG. 579
BALDWIN, GEORGIA



THIS BLOCK RESERVED FOR THE
CLERK OF SUPERIOR COURT

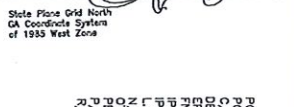
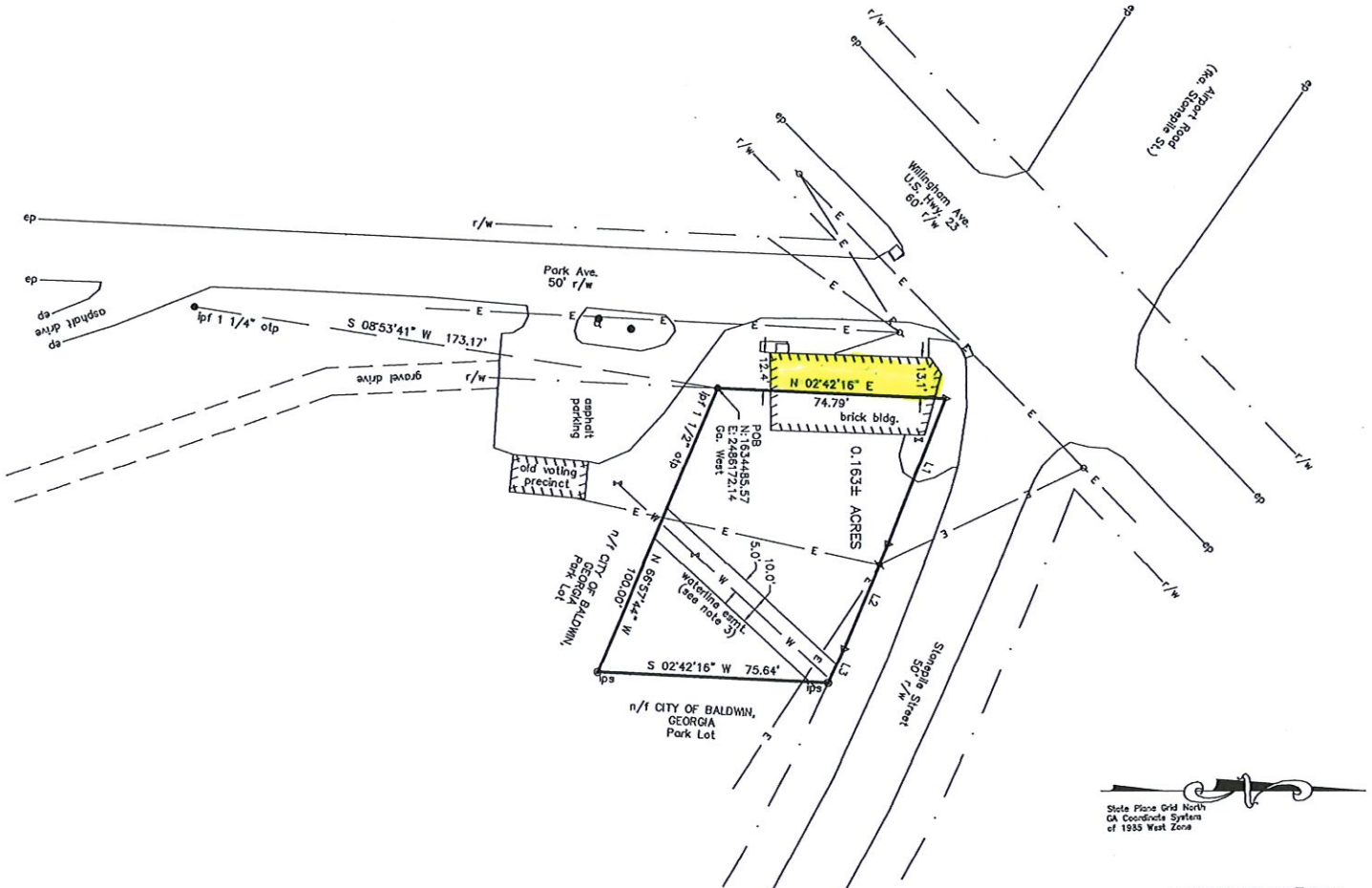
RETRACEMENT SURVEY

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not constitute a new survey. The recording made only for the purpose of recording the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. NO RECOMMENDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Surveyors and as set forth in O.C.G.A. Section 15-6-87.

Edwin G. Davidson
Edwin G. Davidson
DATE: 8/21/2023

EXHIBIT B



ABBREVIATIONS

- POC - POINT OF COMMENCEMENT
- COB - POINT OF BEGINNING
- DB - DEED BOOK
- EP - EDGE OF PAVEMENT
- FND - FOUND
- IRF - IRON PIN FOUND
- LL - LAND LOT LINE
- N/F - NOW OR FORMERLY
- OTF - OPEN TOP PIPE
- PB - PLAT BOOK
- R/W - RIGHT OF WAY

LEGEND

These standard symbols will be found in the drawing.

- E—E— ELECTRIC
- X—X— TELEPHONE
- T—T— UTILITY POLE
- ⊙ WELL
- ⊕ OPEN TOP PIPE
- ⊗ IRON PIN FOUND
- ⊙ IRON PIN SET
- ⊕ CONCRETE MONUMENT FOUND
- ⊙ TREES
- ⊕ BREAK IN P/L
- ⊕ FENCE/POST
- ⊕ WATER VALVE
- ⊕ WATER METER

LINE	BEARING	DISTANCE
L1	S 68°23'25" E	50.85'
L2	S 68°50'07" E	38.89'
L3	S 65°06'59" E	11.98'

NOTES:

- The land platted herein is subject to any easements, reservations or restrictions that may exist either written or unwritten.
- All ties are 1/2" rebar with plastic cap. (COA #599 Inched)
- This surveyor does not warrant any subsurface features. The date this survey is based upon is based upon the ground evidence only.
- Refer to a plat of survey by J.G. King, G.S. R.L.S. 679, for William Leroy Smith dated January, 1974.

Source Deed: DB 13/462

This is a retracement of Lot 1, Block 25 (former Baldwin State Bank Bldg.) of the official map of the Town of Baldwin by John A. Reynolds, dated 1995. Lots 2, 3, & 4 referred to in DB 13/462 could not be located on the town official map.



EAGLE ROCK FIVE POINTS, LLC.

DAVIDSON LAND SURVEYING, INC.
— in the Town of Baldwin, Georgia —
E.G. (EDDIE) DAVIDSON, PLS
128 BRIDGE STREET
CLARKESVILLE, GEORGIA 30523
(706) 754-7498

THIS PLAT IS FOR THE SOLE AND EXCLUSIVE USE OF THE PARTY NAMED IN THE TITLE BLOCK. ALL OTHERS USE AT THEIR OWN RISK. RETRACEMENT SURVEY FOR:

COA #599	SC #16127	NC #1-3746	TN # 1877	AL #20350
GA #2586				
Land Lot: 185	District: 10th	County: Berke, Georgia	Job No.: 23-116	

The field data collected is based upon GPS observations, with a real time kinematic (RTK) surveying receiver base and rover with Carlson SVCE software. Geoidetic control established using RTK network utilizing the Linceo real time kinematic network.

The relative positional accuracy, as calculated according to the National Standard for Spatial Data Accuracy (NSDA), is:

Vertical: $n/3$ 93% confidence level

Horizontal: $n/3$ 93% confidence level

This plat has been calculated for closure and is found to be accurate within one foot in 48,400 feet.

Field work completed on 8/18/2023

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and City Council of the City of Baldwin, Georgia shall conduct a Public Hearing regarding the abandonment of a portion of a brick building that lies within the right of way of Park Avenue, such parcel of land lying and being in Land Lot 185 of the 10th Land District in the City of Baldwin, Banks County, Georgia.

A sketch showing the proposed abandonment is available for inspection at the Baldwin City Hall, located at home 186 Hwy 441 Bypass, Baldwin, GA, USA. The Public Hearing will be held on April 29th at 6:30 pm in the Baldwin Police Department, located at 155 Willingham Avenue, Baldwin, GA 30511.

Erin Gathercoal
City Clerk
For the City of Baldwin, Georgia

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between the undersigned Grantor, party of the first Part, and the MARVIN SMITH AND GLORIA SMITH, hereinafter referred to as the Grantee.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the Grantee, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

“SEE ATTACHED DESCRIPTION”

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee and its successors, so that neither the said party of the first part nor its heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered

this ____ day of _____, 20____
in the presence of: _____

City of Baldwin
By Stephanie Almagno, Mayor

Witness

Notary Public

My Commission Expires _____

EXHIBITA

All that tract or parcel of land lying and being in Land 185 of the 10th Land District and in the City of Baldwin, Banks County, Georgia, described as follows:

A portion of a brick building that lies within the right-of-way of Park Avenue as highlighted and shown on the attached plat prepared by J. G. King, dated Jan. 1974, which is hereto attached marked Exhibit A and incorporated herein by reference.

This property is also highlighted and shown on plat of survey prepared by Davidson Land Surveying Inc., dated August 21, 2003, hereto attached marked Exhibit B and incorporated by reference.

This building has been referred to as the Baldwin State Bank Building or the old Baldwin Post Office Building in the following deeds: Quit Claim Deed from Mrs. Mannie Shore White et al. to Helen Cornwall Shore Dallas, dated May 3, 1965, and recorded among Banks County, Georgia Records in Deed Book OO, page 31; Warranty Deed from Helen Shore Dallas to Morris L. Whiten, dated August 19, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 432; Warranty Deed from Morris L. Whiten to William Leroy Smith, dated October 15, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 594; and Warranty Deed from Leory Smith to Marvin Smith and Gloria Smith, dated June 25, 1977 and recorded among Banks County, Georgia Records in Deed Book 13, page 462.

The purpose of this quit-claim deed is for Grantors herein to disclaim any interest in and to the hereinabove described property.

MUNICIPAL WASTE COLLECTION AND DISPOSAL AGREEMENT

THIS Agreement entered into this 1st of July, 2024 by and between the City of Baldwin, Georgia (hereafter referred to as the “City”), and FC Sanitation (hereafter referred to as “FCS” or “Contractor”), and shall renew on the 1st of July, 2025.

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

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

2. TERM

The term of the agreement shall be for the transfer and fulfillment of a one (1) year period, originally commencing on July 1, 2024 and shall automatically renew on July 1st unless either party submits a notice for non-renewal within 90-days of the renewal date. Updates or changes to this contract must be submitted within 90-days of the renewal date for review. Either party may submit requests to make amendments to this contract in writing at any time during the duration of this contract for review. Changes may go into effect within 30-days of signed approval by both City and Contractor.

3. EXCLUSIVE RIGHT

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

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

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

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

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

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

Rates will be based on the following guidelines:

1-10 Kitchen Bags - \$3 per bag

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

11-20 kitchen bags – \$60

11-20 Contractor bags - \$75

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

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

4. HOURS OF COLLECTION

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

5. ROUTES AND SCHEDULE OF COLLECTION

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

6. MISSED COLLECTIONS OR COMPLAINTS

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

employee will be provided to the City.

7. HOLIDAYS

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

8. COLLECTION VEHICLES AND CARTS

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

9. PERSONNEL

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

10. NOTIFICATION OF RESIDENTS

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

11. RATE SCHEDULE

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

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

Rates for Service will be as follows:

(a) Once per week service:

95-Gallon cart - \$15.00 per month per cart per residential or commercial (non-bulk) unit.

Additional Carts - \$15.00 per month

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

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

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

Frontload Containers

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

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

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

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

12. UNUSUAL OR UNANTICIPATED COST

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

13. INDEMNITY

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

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

14. INSURANCE AND PERFORMANCE

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

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

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

15. NOTICE

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

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

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

16. TERMINATION

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

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

17. FORCEMAJEURE

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

18. ASSIGNMENT OF AGREEMENT

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

19. WAIVERS

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

20. SEVERABILITY

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

21. BINDING EFFECT

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

22. AMENDMENT OF THE AGREEMENT

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

23. ENTIRE AGREEMENT

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

DRAFT

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

City of Baldwin

Toccoa Corporation Inc.
DBA FC Sanitation/FCS

Mayor:

Scott Elmer, President & CEO

Attest: _____

Attest: _____

Title: _____

Title: _____

March 22, 2024

Mr. Scott Barnhart
Public Works Director
City of Baldwin
City Hall, P. O. Box 247
Baldwin, Georgia 30511

Re: City of Baldwin – Davis, Batson and Homer Street

Dear Scott:

As you are aware Engineering Management, Inc. (EMI), previously evaluated Davis, Batson, and Homer Street. This evaluation included an onsite inspection of the roads to verify current conditions in order to prepare construction cost estimates for needed improvements. Please see below a construction cost estimate exhibiting the anticipated construction and support cost for this project.

Item. No.	Description	Quantity	Units	Unit Price	Total
150-1000	Traffic Control	1	LS	\$20,000	\$20,000
	Davis Street				
	Shoulder Construction	0.25	LM	\$8,000	\$2,000
	Cut and patch 6 areas with gravel and Asphalt	25.0	SY	\$120	\$3,000
402-3103	Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	177.0	TN	\$160	\$28,320
407-0020	Asphalt-Rubber Joint and Crack Seal, Type "S"	150.0	LF	\$10	\$1,500
413-1000	Bituminous Tack Coat	102.0	Gal	\$5	\$510
653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	20.0	LF	\$25	\$500
706-1003	Turf Establishment, Tp C	0.2	AC	\$10,000	\$2,000
	Subtotal				\$37,830
	Batson Street				
	Shoulder Construction	0.30	LM	\$8,000	\$2,400
	Cut and patch 6 areas with gravel and Asphalt	30.0	SY	\$120	\$3,600
402-3103	Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	305.0	TN	\$160	\$48,800
407-0020	Asphalt-Rubber Joint and Crack Seal, Type "S"	200.0	LF	\$10	\$2,000
413-1000	Bituminous Tack Coat	175.0	Gal	\$5	\$875
706-1003	Turf Establishment, Tp C	0.3	AC	\$10,000	\$3,000
	Subtotal				\$57,675

Mr. Scott Barnhart

March 22, 2024

Page 2 of 2

Homer Street					
	Shoulder Construction	0.05	LM	\$8,000	\$400
	Cut and patch 3 areas with gravel and Asphalt	15.00	SY	\$120	\$1,800
402-3103	Recycled Asph Conc 9.5 mm Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	43.0	TN	\$160	\$6,880
407-0020	Asphalt-Rubber Joint and Crack Seal, Type "S"	100.0	LF	\$10	\$1,000
413-1000	Bituminous Tack Coat	25.0	Gal	\$5	\$125
706-1003	Turf Establishment, Tp C	0.1	AC	\$10,000	\$1,000
	Subtotal				\$11,205
Construction Cost Estimate (excluding adjusting utilities to grade, and erosion control with the exception of permanent grass)					\$126,710
Projected Support Cost					
	Engineering Design				\$9,500
	Bid Phase Management				\$3,000
	Engineering During Construction (hourly estimated)				\$3,500
	Project Contingencies				\$12,500
	Subtotal				\$28,500
Total Project Costs					\$155,210

As requested, EMI will provide engineering services for the Davis, Batson, and Homer Street Improvements. These services will include design engineering to include preparation of a request for proposal (RFP), bid phase management, construction engineering and observation. We propose to provide engineering services as indicated above at our customary hourly rate not to exceed \$16,000. We are prepared to meet with you to discuss this in more detail if you wish. Please feel free to contact us should you have questions.

Very truly yours,



Fletcher Holliday
President

C: Ms. Emily Woodmaster, CAO

C: Mr. Donald Baker, P.E., EMI

/Volumes/ema/PROJECTS/23/23060 Davis,Batson,Homer/Design Stage/DS1-Correspondence/3.22.24.docx

**CHIEF ADMINISTRATIVE OFFICER
EMPLOYMENT AGREEMENT**

This Agreement, made and entered into this 26th day of June, 2023, by and between the City of Baldwin, Georgia, a municipal corporation, hereinafter called "City" or "Employer" and Emily A. Woodmaster, hereinafter called "Employee."

RECITALS

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

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

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

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

Section 1: Duties and Authority

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

Section 2: Term

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

Section 3: Compensation

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

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

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

Section 4: Health Care Benefits & Insurance

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

Section 5: Annual Leave, Sick Leave, etc.

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

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

Section 6: Automobile

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

Section 7: Retirement

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

Section 8: Dues, Subscriptions & Professional Development

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

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

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

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

Section 9: Termination, Non-renewal & Severance Pay

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

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

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

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

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

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

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

Section 10: Performance Evaluation

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

Section 11: Hours of Work

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

Section 12: Outside Activities

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

Section 13: Conflict of Interest Prohibition

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

Section 14: Indemnification

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

Section 15: Bonding

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

Section 16: Other Terms and Conditions of Employment

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

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

Section 17: Notices

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

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

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

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

Section 18: General Provisions

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

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

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

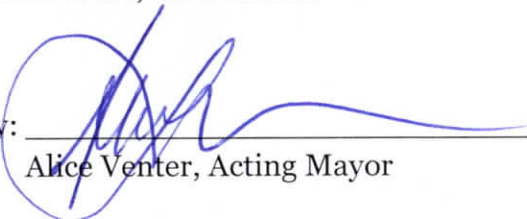
D. Severability. The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have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

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

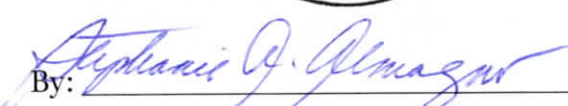
**MAYOR AND CITY COUNCIL OF
BALDWIN, GEORIGIA**



ATTEST:

By:  _____
Alice Venter, Acting Mayor

EMPLOYEE

By:  _____
Mayor Pro Tem

By:  _____
Emily A. Woodmaster



Quote

APPROVED

One Beat Medical
3151 Executive Way
Miramar FL 33025
United States

#QUO33106

04/02/2024

Bill To	Ship To	TOTAL
Chief Justin Ferguson Baldwin Police Department 155 Willingham Avenue Baldwin GA 30511 United States	Chief Justin Ferguson Baldwin Police Department 155 Willingham Avenue Baldwin GA 30511 United States	\$7,980.00 Expires: 05/02/2024

Expires	Exp. Close	Shipping Attention	Shipping Method
05/02/2024	05/02/2024	Chief Justin Ferguson	

Sales Rep	Sales Rep Email	Sales Rep Phone
OBC Team		

QTY	Item	Options	Rate	Amount
4	CR2 99512-001267 LPCR2 Fully-automatic, WIFI, English-Spanish, Case		\$1,995.00	\$7,980.00
FREE SHIPPING				
Quote Prepared by Emily Drag emily@onebeatmedical.com (954) 321-5305 ext. 1002				
Items in stock and ready to ship				

Subtotal	\$7,980.00
Shipping Costs	
Discount	



Total

\$7,980.00



QUO33106



AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS (CREDITS)

I (WE) _____ of _____ HEREBY AUTHORIZE
the Firehouse Subs Public Safety Foundation, Inc. to initiate credits to my (our) account
indicated below, and the bank named below to credit the amount of such entries to said account.

Bank Name
City, State

NOTE: This number must exactly match your bank confirmation to be accepted.

Transit Routing

NOTE: This number must exactly match your bank confirmation to be accepted.

Account Number

Account Type

CHECKING SAVINGS

Tax ID Number

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This authority is to remain in full force and effect until the Firehouse Subs Public Safety Foundation, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Foundation a reasonable time to act on it.

Date _____

Signature _____
(Must be a signer on the bank account)

Email of Account Signer- PRINT OR TYPE: _____

Phone Number for Account Signer: _____

****ATTACH A VOIDED CHECK or BANK MEMO confirming the account number, AND a completed W-9****



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

April 10, 2024

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **City of Baldwin, on behalf of Baldwin Police Department, Baldwin, GA** for **\$7,980.00** to be used toward the direct purchase of **Four Lifepak CR2 Auto AEDs (Including Freight up to \$336)**.

City of Baldwin, on behalf of Baldwin Police Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote #QUO33106 from One Beat.
 - a. **NOTE: DO NOT PREPAY** for the equipment order at the time of purchase
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
 - a. All signed and dated packing slips
 - b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
 - a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
6. If purchases exceed funding, **City of Baldwin, on behalf of Baldwin Police Department** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is October 31, 2024.

Firehouse Subs Public Safety Foundation

Date

City of Baldwin, on behalf of Baldwin Police Department Representative (Signature)

Date

City of Baldwin, on behalf of Baldwin Police Department Representative Name (Print)