



Agenda
City Council Work Session
June 6th, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Public Hearing

HCDA Annexation Request Ordinance [#2023-05124A](#)

Old Business

New Business

1. MOU for Fire Truck
2. Improvements to Courtroom
3. Justice One Contract
4. Ratify Valvoline Decision

Announcements

- a. The Piedmont Library System Pop Up Rolling Library will be set up at the Farmers' Market in Baldwin from 11 am – 12:00 pm this Friday and every Friday through the end of July. We encourage all our residents, especially those with children, to come and check out or return books. This is available to anyone with a PINES library card. Cards can be issued on site for those that do not currently have one. Additionally, those attending the Pop Up Rolling Library with children will also receive food bags courtesy of the Food Bank of Northeast Georgia.
- b. Join us for The Baldwin Water War this Saturday June 10th from 2:30 – 4:30 pm at Mitchell Gailey Park! Bring your water guns and a towel and join us to kick off summer vacation and beat the heat! We will have some water guns to share, but if you have your own, please bring it so as many people possible can participate. Sign up today at City Hall, on the Facebook event, or email baldwinevents@cityofbaldwin.org
- c. City offices will be closed Monday, June 19th, in observance of Juneteenth.



5/19/2023
Date Received

Application for Variance or Zoning Change

Application Creation Date 5/19/2023
Published Date 5/17/2023

First Reading Date 5/15/2023
Second Reading Date 5/30/2023

Applicant Information

Name	<u>Charlie Fireash</u>
Address	<u>130 Jacob's Way</u>
City/State/Zip	<u>Clarkesville, GA 30523</u>
Phone	<u>706-776-6805</u>
Fax	
Email	<u>Charliefireash@gmail.com</u>

Property Owner Information

Name	<u>Habersham County Dev. Authority</u>
Address	<u>130 Jacob's Way</u>
City/State/Zip	<u>Clarkesville, GA 30523</u>
Phone	<u>706-838-0200</u>
Fax	
Email	<u>Cfireash@habershamga.com</u>

Status of Applicant

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

Variance Request(s)

Describe Type Variance(s) Requested	
Vary From	
Vary To	

Zoning Information

Current Zoning Classification(s)
<u>High Intensity (county)</u>

Parcel Information

Tax Parcel Number(s)	<u>090-0082</u>	Acreage	<u>3.87</u>
Location (Street Address)	<u>Runway Drive</u>		
Existing Structure(s)	<u>NA</u>		
Description of Proposed Use	<u>Data Collection Center, Auto Broker and Spec. buildings</u>		

Fee Information

Variance Fee	If work not in progress	<u>\$ 625.00</u>
	If work in progress	\$
Amount Due	Include all fees required	<u>\$ 1000.00</u>

Supporting Documents Required

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

Method of Payment

<input checked="" type="checkbox"/>	Paid by Check	Check No.	<u>154936</u>
<input type="checkbox"/>	Paid Cash	Receipt No.	

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

Signature of Applicant Charlie Fireash

Date 4/25/2023

Application Taken By Emily Woodruff

Date 5/19/2023

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

Signature of Applicant _____

Date _____

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

Name of Owner	Habersham County Development Authority
Owner's Address	130 Jacobs Way
City / State / Zip Code	Clarksville, GA 30523
Owner's Phone Number	706-776-6805
Owner's Cell Phone Number	N/A
Print Owner's Name	Charlie Fritch

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

NOTARY PUBLIC CERTIFICATION

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

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Charlie Fritch
Signature of Owner

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

[Signature]
Notary Public

4/27/23
Date



Please describe briefly your reason for requesting this variance:

Subject parcel is being added to adjacent parcel, which is currently in the Baldwin city limits. Use will be light industrial.

APPLICANT INFORMATION CERTIFICATION

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

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

NOTARY PUBLIC CERTIFICATION

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

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

Carrie J. Smith

Signature of Applicant

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

[Signature]

Notary Public

4/27/23

Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

APPLICANT'S CERTIFICATION

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

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

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

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

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

(2) Amount: \$ _____ Date: _____

STATEMENT OF HARDSHIP

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

Describe how each situation listed below relates to your application.

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

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

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

Signature of Applicant Charles J. [Signature] Date 4-27-23

PUBLIC NOTICE REQUIREMENTS

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

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

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

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

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

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

Signature of Applicant 

Date 4/25/2023

LETTER OF INTENT TO BE INCLUDED WITH

APPLICATION TO AMEND THE ZONING MAP OF BALDWIN, GEORGIA

Name of Applicant: Charlie Fivush

Address of Property: Runway Dr Baldwin

- I. Describe general characteristics of the proposed development such as type and time frame of development, background information in support of the application, and any other information deemed pertinent by the applicant (attach additional sheets if necessary):

Applicant owns data centers that house computers for data collection. The use fits other buildings in Hershman Business Park

- II. For a zoning map amendment, please address the following criteria:

1. State existing uses and zoning of nearby property and whether the proposed zoning will adversely affect the existing use or usability of nearby property:

Zoning will complement surrounding properties

2. State the extent to which property values are diminished by the particular zoning restrictions:

Property values will not be diminished

3. State the extent to which the destruction of property values promotes the health, safety, morals or general welfare of the public:

Property values will not be diminished

4. State the relative gain to the public, as compared to the hardship imposed upon the individual property owner:

Gain will be higher property
Taxes and Jobs

5. State the physical suitability of the subject property for development as presently zoned and under the proposed zoning district:

Property is suited for Commercial
Industrial Development

6. State the length of time the property has been vacant, considered in the context land development in the area in the vicinity of the property, and whether there are existing or changed conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the rezoning request:

Property vacant for years. Fits
use of adjacent property

7. State the zoning history of the subject property:

NONE

8. State the extent to which the proposed zoning will result in a use which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities, emergency medical services, or other public facilities:

No Burden to the public
Will Be an asset

9. State whether the zoning proposal is in conformity with the policy and intent of comprehensive plan, land use plan, or other adopted plans:

Zoning Fits Com Plan

10. State whether zoning proposal will permit a use that is suitable in view of the use, development, and zoning of adjacent and nearby property:

Zoning Fits all properties
in the area

11. State whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:

Zoning has ~~good~~ Excellent
economic impact

12. State whether the change would create an isolated district unrelated to the surrounding districts, such as "spot zoning":

Not spot zoning

13. State whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area:

Zoning districts are logically
drawn

14. State whether the change requested is out of scale with the needs of the City as a whole or the immediate neighborhood:

Change meets City and County Needs

15. State whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned:

It is difficult to find properly zoned properties

16. State whether the need for rezoning could be handled instead by a variance request:

No - Needs to be Rezoned

17. State whether there would be an ecology or pollution impact resulting from major modifications to the land if the request is granted:

No ecology or pollution impact

18. State whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property:

No mistake in original zoning

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BALDWIN, GEORGIA
AND STEPHENS COUNTY, GEORGIA
REGARDING THE TRANSFER OF A 1999 AMERICAN LAFRANCE FIRE ENGINE/PUMPER**

COMES NOW Baldwin, Georgia, a municipal corporation of the State of Georgia acting by and through its duly authorized governing authority, the City Council of the City of Baldwin, Georgia ("**City of Baldwin**") and Stephens County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, ("**Stephens County**"), with Stephens County and City of Baldwin collectively referred to as the Parties. The Parties hereinafter express their intention to undertake the following:

WHEREAS, the Parties are authorized to enter into this Agreement in accordance with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, that constitutional provision authorizes the Parties to enter into an agreement "for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide...." (Georgia Constitution, Article IX, Section III, Paragraph I); and

WHEREAS, the Parties are the entities responsible for directing and controlling all property of their respective counties (O.C.G.A. 36-5-22.1); and

WHEREAS, City of Baldwin owns a 1999 American LaFrance Engine/Pumper, VIN 4Z36EJCB5XRF11263, (the 'fire engine'); and

WHEREAS, City of Baldwin has designated said fire engine as surplus; however, the designation of surplus is not intended, nor should it be construed, as suggesting that the fire engine is wholly without value; it is merely surplus property to City of Baldwin and the City of Baldwin Fire Department; and

WHEREAS, City of Baldwin has concluded that cost savings could be achieved if a neighboring jurisdiction were willing to take possession of the fire engine and relieve City of Baldwin of any further maintenance, upkeep, and/or insurance payments while providing a benefit to the neighboring jurisdiction; and

WHEREAS, Stephens County Fire Department has communicated an interest in receiving the fire engine from City of Baldwin and has expressed an intent to place same into service as part Stephens County's fleet of firefighting vehicles; and

NOW THEREFORE, based upon the statements set forth in the above Preamble - with same being incorporated herein by reference and forming a material and substantive part of this Memorandum of Understanding ("**MOU**") - and for other good and valuable consideration exchanged the receipt and sufficiency of which are acknowledged by the signatures below, the Parties do agree to the following:

1. Obligations.

Within fifteen (15) days of this MOU being ratified by both Parties, City of Baldwin shall transfer to Stephens County ownership, free of liens or claims, of the fire engine described above. To the extent required by Stephens County, this MOU constitutes a Bill of Sale.

2. No Warranties or Guarantees.

It is understood and agreed by Stephens County, including its respective officers, agents, assigns, servants, successors, attorneys, elected officials, appointed officials, and insurance carriers (hereinafter "RELEASORS") that the fire engine is accepted AS IS - with the exception of there being no liens or claims on same - and that City of Baldwin, including its respective officers, agents, assigns, servants, successors, attorneys, elected officials, appointed officials, and insurance carriers (hereinafter "RELEASEES") have made no warranties or guarantees as to the condition or reliability of the fire engine. Further, RELEASORS specifically understand and acknowledge that the fire engine may be in need of repair/updates/programming or remediation prior to safe use or operation. Moreover, RELEASORS do hereby agree that this MOU shall encompass all claims and demands whatsoever that could ever be asserted against RELEASEES, at law or in equity, for, upon, arising from, or by reason of any damages, loss, or injury, whether known or unknown, which may be traced either directly or indirectly to the transfer of ownership to and use of the fire engine as now appearing or as may appear at any time in the future, no matter how remotely they may be related to said transfer. Without limiting the generality of the foregoing, this MOU is specifically intended to include any and all claims under state or federal law, either known or unknown, related to any express or implied warranties that may or may not apply to the transfer of the fire engine to RELEASORS.

3. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Georgia.

4. Authority to Enter Agreement.

Each individual who executes this MOU on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by his or her respective government or board in accordance with all applicable laws. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

5. Severability.

If any sentence, phrase, provision, portion, or clause of this MOU should at any time be declared or adjudged invalid, unlawful, unconstitutional, or unenforceable for any reason, said adjudication or declaration shall in no manner or way affect the other sentences, phrases, provisions, portions, or clauses hereof, and all remaining portions shall remain in full force and effect as if the portion adjudged or declared invalid was not originally a part hereof.

6. Construction.

Should any provision of this MOU require interpretation or construction, is agreed by the Parties hereto that the court, administrative body, or other entity interpreting or constructing this MOU shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties hereto and their respective attorneys and agents have fully participated in the preparation of all provisions of this Agreement.

So agreed, on this _____ day of April, 2023.

City of Baldwin

Stephens County

By:

By:

**Alice Venter, Acting Mayor
City of Baldwin, GA**



**Dennis Bell, Chairman
Stephens County Board of Commissioners**

Attest:

Attest:

Emily Woodmaster, CAO, City Clerk



Samantha Turner, County Clerk



Sales Order

AYERS OFFICE PRODUCTS
 140 BUILDERS PARKWAY
 SUITE B
 CORNELIA, GA 30531

Ph: (706) 778-7782 Fax: (706) 778-6730

Order Number: 0274377
Order Date: 05/16/23
Customer PO: Quote
Account Number: 786341-0
Salesperson: JOHNNY AYERS

Bill To :
 CITY OF BALDWIN
 130 AIRPORT RD
 PO BOX 247
 BALDWIN GA 30511

Ship To: 0
 CITY OF BALDWIN
 130 AIRPORT RD
 PO BOX 247
 BALDWIN GA 30511

Buyer Phone: (706) 778-6341
Fax: (706) 776-7970
Route/Seq: /0

*** This is not an invoice ***

Line	Item Number	Description	UOM	Qty	Price	Total
1	LLR85567	CHAIR,STACK,BK 4 chairs in a carton ... EACH CHAIR IS 74.50 THIS PRICE IS GOOD THRU MAY 31, 2023	CT	25	306.00	7,650.00

Subtotal	7,650.00
Shipping	0.00
Sales Tax	0.00
Order Total	7,650.00

Order Taker: RobinT

Sales Order

AYERS OFFICE PRODUCTS

140 BUILDERS PARKWAY
SUITE B
CORNELIA, GA 30531

Ph: (706) 778-7782 Fax: (706) 778-6730

Order Number: 0274378
Order Date: 05/16/23
Customer PO: quote on desk
Account Number: 786341-0
Salesperson: JOHNNY AYERS

Bill To:
CITY OF BALDWIN
130 AIRPORT RD
PO BOX 247
BALDWIN GA 30511

Ship To: 0
CITY OF BALDWIN
130 AIRPORT RD
PO BOX 247
BALDWIN GA 30511

Buyer Phone: (706) 778-6341
Fax: (706) 776-7970
Route/Seq: /0

*** This is not an invoice ***

Line	Item Number	Description	UOM	Qty	Price	Total
1	LLR69435	CREDENZA,SHELL,60X24,CY	EA	2	235.26	470.52
2	LLR69411	DESK,SHELL,48X24,CY THE 36" DESK SHELL IS NOT AVAILABLE.	EA	1	194.06	194.06
3	LLR86200	CHAIR,EXEC,SWIVEL,MSH,BK THIS PRICING IS GOOD THRU MAY 31, 2023	EA	4	349.00	1,396.00

Subtotal	2,060.58
Shipping	0.00
Sales Tax	0.00

Order Total	2,060.58
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Order Taker: RobinT



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA
COUNTY OF: Banks, Habersham

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
City of Baldwin

155 Willingham Avenue | Baldwin, GA 30511

(END USER)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
JusticeONE® RMS (# User Licenses)	1	Included

\$ 250.00 monthly fee (each month). Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of April 2023 to which witness our hands and seal of office.

Licensee

JusticeONE®

Signature:

Signature:

Print:

Print:

Alec Redwine

Title:

Title:

Account Executive

Date

Date:

03/07/2023

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence April 1, 2023 and shall continue to and including March 31, 2025. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 1 April 2023, the Client shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$250.00 monthly fee (each month). The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

* Definition of a "Paid" Violation; Any violation in which a payment has been received.

* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.



CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

(CJA or G-NCJA)

(ORI)

and

JusticeONE® / Courtware Solutions, Inc.

(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) that is involved in the administration of criminal justice and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

CJA or G-NCJA Signature

David Hamil

Vendor Signature

David Hamil

Print Name

Print Name

Date

Date

Vendor Address:

FULL AND FINAL COMPROMISE AND RELEASE

CUSTOMER: City of Baldwin
ADDRESS: 155 Willingham Avenue, Baldwin, GA
VEHICLE (Year/Make/Model/VIN#): 2023 Chevrolet Tahoe VIN# 1GN5CLED2
PR 204230
DATE OF SERVICE: 5/22/23
PAYMENT: \$ 9,714.07

PARTIES RELEASED: Valvoline LLC, its divisions, subsidiaries, affiliates, directors, officers, employees, agents and workmen, and their respective heirs, successors and assigns.

EXPLANATION OF DAMAGE: gasket intrusion caused engine failure

Customer acknowledges the receipt of the above Payment; and in consideration of that Payment, each Customer fully and finally compromises, releases, and discharges all claims and causes of action of every kind which Customer, now has or hereafter may have against the Parties Released as defined above, or any other parties involved with them for any reason, including but not confined to all claims and causes of action because of damages and injuries to property, direct and indirect, known and unknown, present and future, because of the facts set forth under Explanation of Damage above or otherwise. Notwithstanding the foregoing, no party has alleged, established, nor does he/she release any claims related to any medical treatment or medical damages of his/her own. Customer agrees to keep this RELEASE, including its existence and terms, confidential and will not use or disclose said terms to any third party unless such disclosure is required by law or by court order. The above is the only consideration and no other consideration has been promised for this compromise and release. The Customer agrees to hold harmless and indemnify the Parties Released named above and all other parties involved with them against any further liability, loss, or expense on account of the claims and causes of action being released. This is a compromise of a claim which is made against the Parties Released as defined above and it is not an admission of any liability by any of the parties named above or anyone else.

DATE June 2 day of Friday, 2023

WITNESS:
[Signature]

RELEASING PARTIES:
[Signature] Alice Vester
Acting Mayor