



Agenda

City Council Work Session

September 3rd, 2024

6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Public Hearing

Old Business

New Business

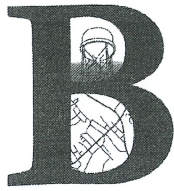
1. Budget Amendment - Insurance Reimbursements
2. Water Sale Agreement
3. Entertainment District Resolution #2024-09150R
4. 2024 Millage Rate

Announcements

- a. Join us for Movies in the Market on September 27th starting at 8:30 pm.. Bring your lawn chairs and blankets and join us for a FREE night of fun at the Farmers' Market at 110 Airport Road. This month we are showing "If." Concessions will be available, with all proceeds going to Shop with a Hero.
- b. The 7th Annual Baldwin Fall Festival will be on October 19th from 12:00 pm - 8:00 pm at the Baldwin Farmers Market and Downtown City Park. Enjoy live music, local crafters and vendors, a wide variety of food trucks, and a closing fireworks show. As always, admission is FREE!
- c. The City of Baldwin is holding a Fall Amnesty Day on November 7th. Baldwin Public Works will pick up and dispose of trash that would normally need to be taken to the landfill. We will accept scrap metal, paint cans, furniture, and old appliances. Tires and batteries will not be picked up. All items must be placed at the curb no later than 8:00 am on November 7th. Call City Hall at 706-778-6341 by 4:30 pm on November 4th to get your name on the list!

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.*



Budget Amendment Request
Finance Department
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Date 8/26/2024

Department Finance

Requestor Emily Woodmaster

Justification:

Collections from insurance providers after motor vehicle accidents

Amendment(s) to be made:

Increase of \$800	100-3500-342200-01

Department Head Signature


CAO/Finance Signature

Date Requested

8/26/24
Date Approved

STATE OF GEORGIA
COUNTY OF HABERSHAM

WATER SALE AGREEMENT

This agreement, made and entered in this _____ day of _____, 2024, by and between the City of Baldwin, Georgia, an incorporated municipality in the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as “Baldwin”; and the City of Cornelia, Georgia, an incorporated municipality in the State of Georgia, acting by and through its duly constituted Mayor and Commission, hereinafter referred to as “Cornelia”;

WITNESSETH:

WHEREAS, Baldwin desires to purchase water from Cornelia on a continuous basis; and

WHEREAS, Cornelia agrees to sell water to Baldwin under certain stipulations; and

WHEREAS, Baldwin and Cornelia deem it appropriate to more formally reduce their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereinafter set out, it is contracted and agreed by and between Baldwin and Cornelia, each acting by and through its duly authorized officials, governing authorities, and agents after proper resolutions, as follows:

1.

Cornelia covenants to sell and deliver to Baldwin such quantity of potable water as Baldwin may require on a continuous basis to serve residential and commercial customers of Baldwin water system up to a daily peak not to exceed one hundred fifty thousand (150,000) gallons per day. Cornelia shall have the right, at its discretion, to increase the maximum gallons per day set forth herein.

2.

Baldwin covenants and agrees to pay Cornelia a monthly per thousand gallon rate for such usage at a cost of four dollars and thirty eight cents (\$4.82) per thousand gallons. Cornelia shall read the meter at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied by Cornelia to Baldwin for all water used during the

metered reading period. Baldwin shall have the right to be present at such readings should it desire. Paragraph 12 shall not apply to this paragraph.

3.

Baldwin shall pay to Cornelia no later than twenty (20) days after receipt of the monthly billings by Cornelia based on said volume and rate noted above. Cornelia shall have the right to increase the monthly rate after notice to Baldwin. Notification of any rate change shall be made by Cornelia to Baldwin in writing at least thirty (30) days prior to the effective date thereof.

4.

The connection between the Baldwin water system and the Cornelia water system shall be at an underground meter and valve station located on South Main Street at the common city limits. Flow of water from the Cornelia system into the Baldwin system shall be discontinued by either party if said flow is deemed to be non-potable, i.e. does not meet the Georgia Environmental Protection Division Rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Baldwin shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. Cornelia shall not be responsible for water pressures or other hydraulic problems after the water passes through the aforesaid point of connection.

6.

In the event of any shortage of water by Cornelia by reason of force majeure or other cause not reasonably within the control of Cornelia, Cornelia agrees to share on a prorated basis with all of its customers any water that is available. Baldwin's allocation of water in this situation will be the volume of water used by Baldwin during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by Cornelia during the same time period multiplied by the volume of water estimated by Cornelia to be available. This paragraph is not subject to the arbitration clause hereinafter set forth.

7.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics,

landslides, lightning, earthquakes, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such liability.

8.

Baldwin, as a water customer of Cornelia, shall comply with applicable regulations and ordinances of Cornelia (upon written notification from Cornelia of such requirements), State Agencies, and/or Federal Agencies; it being understood, however, that Baldwin will be responsible for the making of an enforcement of regulations and ordinances for its distribution system beginning at the location of the water connection points. Further, any conservation measures and/or water restrictions imposed on Cornelia customers shall be simultaneously adopted by Baldwin for its customers.

9.

Baldwin shall not sell or distribute water purchased from Cornelia to any other public or private water system without written approval of Cornelia. Baldwin shall sell water purchased from Cornelia under this contract and agreement only to end-users of Baldwin.

10.

None of the terms of this agreement shall prevent the parties hereto from negotiating the right for future installations of water lines.

11.

None of the terms of this agreement shall prevent Cornelia from constructing water distribution facilities throughout Cornelia's service area as may from time to time be required.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this contract, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Cornelia will appoint one arbitrator and Baldwin will appoint one arbitrator and the two (2) so appointed arbitrators shall select a third arbitrator and the decision of two (2) of the three (3) chosen arbitrators shall control, and their decision in the matter shall be final.

13.

It is expressly understood and agreed by and between the parties hereto that Cornelia shall have no liability to Baldwin for Cornelia's inability to provide all water needed by Baldwin under the terms and conditions set forth herein; and further Baldwin shall indemnify and hold harmless Cornelia from any and all liability and claims of damage made against Cornelia by any customer of Baldwin.

14.

In the event any phrase, clause, sentence, paragraph, or section of this contract and agreement are determined to be invalid or unconstitutional by any court of competent jurisdiction of the State or of the United States in any manner or respect whatsoever, it shall in no way affect any or all of the remaining provisions, all of which shall remain in full force and effect.

15.

This contract and agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party hereunder upon thirty (30) days written notice to the other party. This agreement shall begin on this _____ day of _____, 2024 and shall terminate on December 31, 2029.

16.

It is mutually agreed by and between the parties hereto that this contract and agreement or any renewal thereof shall have no affect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationships with any third parties.

17.

This contract and agreement shall not be assigned by Baldwin without the written consent of Cornelia.

18.

All resolutions or parts of resolutions in any prior agreements, contracts, or ordinances, if any, which are in conflict with are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting by through their duly authorized officials and officers, pursuant to appropriate resolutions and ordinances hereinafore duly and properly adopted by each, have caused this contract and agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF BALDWIN

By: _____ (SEAL)
Stephanie Almagno, Mayor

Attest: _____
Erin Gathercoal, City Clerk

CITY OF CORNELIA

By: _____ (SEAL)
John Borrow, Mayor

Attest: _____
Debbie Turner, City Clerk

DRAFT

RESOLUTION #2024-09150R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BALDWIN TO ESTABLISH A TEMPORARY DOWNTOWN ENTERTAINMENT DISTRICT PURSUANT TO ORDINANCE NO. 2022-10112 TO ALLOW AN ESTABLISHMENT WITH A VALID ALCOHOL LICENSE TO OPERATE WITHIN SUCH AREA DURING THE TIME PERIOD PRESCRIBED HEREIN TO DISPENSE AND/OR SERVE ALCOHOLIC BEVERAGES FOR CARRY OUT PURPOSES DURING THE CITY OF BALDWIN'S FALL FESTIVAL, AND FOR OTHER PURPOSES

WHEREAS, on October 17, 2022, the Baldwin City Council adopted Ordinance No. 2022-10112 so as to allow the City, by Resolution, to specifically authorize the establishment of a Downtown Entertainment District that allows those establishments with a valid alcohol license operating within such area to dispense and/or serve alcoholic beverages for carry out purposes, provided all other laws, rules, and ordinances are followed; and

WHEREAS, the Baldwin City Council desires to establish a temporary Downtown Entertainment District as set forth herein for the purpose of allowing the sale and consumption of alcoholic beverages within such District during the City of Baldwin's Fall Festival,

NOW THEREFORE BE IT RESOLVED by the Mayor and the Baldwin City Council that:

1.

The City of Baldwin, Georgia, by and through the City Council, hereby establishes a temporary Downtown Entertainment District as depicted on Exhibit A attached hereto and incorporated herein by reference, to be effective from 12:00 p.m. on October 19, 2024, until 8:00 p.m. on October 19, 2024. Pursuant to Ordinance No. 2022-10112, consumption of alcoholic beverages shall be permitted within the Downtown Entertainment District and during the times established herein.

2.

The following establishment(s) is/are permitted to dispense and/or serve alcoholic beverages within the temporary Downtown Entertainment District established herein:

- 1. Los Cerritos of Baldwin, GA

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption by the Mayor and City Council.

Adopted and approved this 9th day of September 2024.

By:

Mayor Stephanie Almagno

Attest:

City Clerk, Erin Gathercoal

Millage Rate Options 2024

		2023		2024		FULL ROLLBACK		MIN. REQUIRED INCREASE		ANTICIPATED INCREASE	
		Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks
93,559,204	26,014,549	103,522,028	30,076,660	103,522,028	30,076,660	103,522,028	30,076,660	103,522,028	30,076,660	103,522,028	30,076,660
513,870	1,857,770	512,220	1,889,650	512,220	1,889,650	512,220	1,889,650	512,220	1,889,650	512,220	1,889,650
1,260,504	50,270	1,731,124	51,402	1,731,124	51,402	1,731,124	51,402	1,731,124	51,402	1,731,124	51,402
-	-	-	-	-	-	-	-	-	-	-	-
n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1,566,227	670,439	1,807,645	742,519	1,807,645	742,519	1,807,645	742,519	1,807,645	742,519	1,807,645	742,519
95,333,577	27,922,589	105,765,372	32,760,231	105,765,372	32,760,231	105,765,372	32,760,231	105,765,372	32,760,231	105,765,372	32,760,231
1,802,739	1,538,326	2,078,258	1,152,723	2,078,258	1,152,723	2,078,258	1,152,723	2,078,258	1,152,723	2,078,258	1,152,723
93,530,838	26,384,263	103,687,114	31,607,508	103,687,114	31,607,508	103,687,114	31,607,508	103,687,114	31,607,508	103,687,114	31,607,508
9,342	8,485	8,481	7,804	8,481	8,481	8,481	9,170	8,481	9,591	8,481	9,591
0,857	5,819	0,677	4,420	-0,689	4,420	-1,110	4,420	-1,110	4,420	-1,110	4,420
8,485	2,666	7,804	3,384	9,170	4,750	9,591	4,750	9,591	5,171	9,591	5,171
793,609	70,340	809,174	106,960	950,811	150,140	950,811	150,140	994,463	163,442	994,463	163,442
66,234	(12,252)	15,565	36,619	157,202	79,799	157,202	79,799	200,854	93,102	200,854	93,102
8.35%	-17.42%	1.92%	34.24%	16.53%	53.15%	16.53%	53.15%	20.20%	56.96%	20.20%	56.96%
\$	863,949.61	\$	916,134.04	\$	1,100,950.68	\$	1,100,950.68	\$	1,157,905.53	\$	1,157,905.53
	2024 Net Digest		\$31,607,508		\$31,607,508		\$31,607,508		\$31,607,508		\$31,607,508
	2023 Banks LOST		\$139,701		\$139,701		\$139,701		\$139,701		\$139,701
	Rollback Millage		4.420		4.420		4.420		4.420		4.420
	Set Millage		7.804		9.17		9.17		9.591		9.591
	Net Millage		3.384		4.750		4.750		5.171		5.171

Banks County Reassessment: \$4,072,909

Habersham County Reassessment: \$8,275,189