



Agenda
City Council Meeting
July 10th, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Special Called Meetings 6/23/2023 & 6/30/2023, Council Meeting 6/26/2023, and Work Session 7/5/2023.

Citizen Comment

Public Hearings

Reports

Old Business

1. Consideration/Approval of Public Works Building Bid Award Resolution #2023-07128R
2. Consideration/Approval of Savant Learning Systems Virtual Academy Contract
3. Consideration/Approval of 1st Reading of Razzetto Childcare SUP Ordinance #2023-07127Z

New Business

4. Consideration/Approval of Purchase of Public Works Zero Turn Mowers
5. Consideration/Approval of Purchase of Public Works Service Truck

Executive Session

Announcements

- a. The Piedmont Library System Pop Up Rolling Library will be set up at the Baldwin Farmers' Market from 11 am – 12:00 pm every Friday through the end of July. We encourage all residents to check out or return books. Additionally, those attending the Pop Up Rolling Library with children will receive food bags courtesy of the Food Bank of Northeast Georgia.
- b. The Baldwin Back to School Bash will be Saturday, July 29th from 4:00 pm to 8:00 pm at Life Church. Everything at this event will be free of charge, including food, activities, school supplies for grades K-12 (children must be present), and haircuts from local hairdressers. If you are interested in donating supplies, please contact City Hall at 706-778-6341.
- c. Shop with a Hero is happening early this year! Every ticket you purchase equals an entry in a raffle on July 31st for a Pit Boss Pro Grill! All proceeds go towards giving local kids an unforgettable Christmas, local elderly support, and community outreach and engagement. Tickets are \$10 each and can be purchased at City Hall, Baldwin Fire Department, and Baldwin Police Department! For more information, contact Fire Chief Joe Roy at jroy@cityofbaldwin.org.

CITY OF BALDWIN
PUBLIC WORKS BUILDING

JUNE 20, 2023

ITEM NO.	DESCRIPTION	UNIT	Est. No. of Units	Precision Metal Buildings, Inc. 66 Leithridge Rd. Cleveland, GA 30528 706-865-0501		Garland Construction 1020 Garland Dr. STE 400 Bogart, GA 30622 770-725-9000	
				TOTAL FOR ITEM	TOTAL FOR ITEM	TOTAL FOR ITEM	TOTAL FOR ITEM
1	Mobilization and Demobilization	LS	1	\$15,000.00		\$131,508.00	
2	Staking for Building	LS	1	\$3,125.00		\$1,725.00	
3	Electrical, Plumbing and Mechanical Plan	LS	1	\$7,500.00		\$1,725.00	
4	Building Foundation (excluding footings for columns)	LS	1	\$143,125.00		\$158,700.00	
5	Column Foundation F1 (total of 2)	LS	1	\$6,250.00			Included in Four
6	Column Foundation F2(total of 6)	LS	1	\$18,750.00			Included in Four
7	Column Foundation F3 (total of 10)	LS	1	\$31,250.00			Included in Four
8	Metal Building	LS	1	\$168,375.00		\$228,779.00	
9	Framing (Floors, Walls, Trusses, etc.)	LS	1	\$193,125.00		\$86,250.00	
10	Windows and Doors	LS	1	\$74,000.00		\$56,444.00	
11	Plumbing (Rough and Finish)	LS	1	\$31,750.00		\$75,038.00	
12	Electrical (Rough and Finish)	LS	1	\$45,000.00		\$103,500.00	
13	HVAC (Rough and Finish)	LS	1	\$47,500.00		\$89,700.00	
14	Insulation (Metal buildings walls and ceilings)	LS	1	\$26,500.00		Included in Eight/Nine	
15	Insulation (Air-Conditioned Space Walls and Ceilings)	LS	1	\$13,125.00		Included in Nine	
16	Drywall (Hang, Tape, Finish, Texture)	LS	1	\$33,875.00		Included in Nine	
17	Paint (Interior and Exterior)	LS	1	\$24,375.00		\$23,303.00	
18	Trim Package (Cabinets, Counters, Doors, Millwork)	LS	1	\$33,125.00		\$15,295.00	
19	Floor Coverings	LS	1	\$16,875.00		\$34,500.00	
20	Gutters, Downspouts	LS	1	\$5,625.00		Included in Eight	
TOTAL BASE BID				\$938,250.00		\$1,006,467.00	

TOTAL BID FOR THE CITY OF BALDWIN PUBLIC WORKS BUILDING :

I hereby certify this to be a true and accurate tabulation of bids received by the City of Baldwin on June 20, 2023 at 2:00 pm

Don Baker
Engineering Management, Inc.

Don Baker 6/26/2023

June 29, 2023

Ms. Emily Woodmaster, CAO
Baldwin City Hall
186 Hwy 441 Bypass
Baldwin, GA 30511

Re: Proposed Public Works Building Phase 2 – Recommendation of Award

Dear Emily:

The City of Baldwin advertised for bid proposals appropriately and opened submittals on the Proposed Public Works Building on June 20, 2023. Two (2) valid bids were received from qualified contractors, and the bids ranged from \$938,250.00 to \$1,006,467.00 as indicated on the attached certified bid tabulation. Note that the high bidder incorrectly totaled their numbers on the bid form. Their bid form total was \$1,020,218.00 but adds to be \$1,006,467.00.

In accordance with standard procedures and protocols, EMI has completed a due diligence review of the of the low bidder, Precision Metal Buildings, Inc. The standard bid package requires various types of information on any bidding contractor including background, experience, licensure, company profile, and references. Precision Metal Buildings, Inc. provided 10 references from owners of building projects and Architects and Engineers that have worked with Precision Metal Buildings, Inc. We followed up with several of the referrals and all were complimentary of Precision Metal Buildings work ethics and final product.

Additionally, EMI confirmed that Precision Metal Buildings, Inc. is in good standing with the Secretary of State's office, that the Corporation is active and currently appropriately licensed. The Georgia Office of the Commissioner of Insurance confirmed that the Contractor's bonding company, The Gray Insurance Company, is authorized to transact business in Georgia. The Company has a required A.M. Best rating of A-.

Ms. Emily Woodmaster
June 29, 2023
Page 2 of 2

Therefore, EMI sees no reason not to award the contract to Precision Buildings, Inc. in the amount of Nine Hundred Thirty-Eight Thousand, Two Hundred Fifty and 00/100 Dollars (\$938,250.00).

If the Mayor and Council agree with the suggested contract award, a proposed Resolution and Notice of Award have been prepared and are attached for implementation. Upon award, Engineering Management, Inc. will proceed to assemble and execute the construction contracts. We will then work with the City to schedule a preconstruction conference at the City's convenience.

We appreciate the opportunity of working with the City of Baldwin in connection with this important project and are prepared to meet and provide additional information as needed.

Sincerely,

Engineering Management, Inc.



Fletcher Holliday
President

Enclosures

C: Mr. Don Baker, P.E.

Z:\PROJECTS\17\17035-Baldwin-Publi Works Bldg\Bid Phase\BP3-Bid Tabulation\Letter Recommendaton
EWoodmaster062623.docx

RESOLUTION #2023-07128R

**A RESOLUTION BY THE CITY OF BALDWIN, GEORGIA
AWARDING THE CONTRACT FOR THE PUBLIC WORKS BUILDING
AND TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER
TO EXECUTE APPROPRIATE DOCUMENTS FOR IMPLEMENTATION OF THE PROJECT**

WHEREAS, the City of Baldwin, Georgia has planned a project for the construction of a new public works building; and

WHEREAS, the City of Baldwin, Georgia has authorized their Engineers to prepare detailed plans and specifications for the project; and

WHEREAS, plans and specifications were prepared for the project; and

WHEREAS, the project was appropriately advertised for bids; and

WHEREAS, bids were duly opened by the City on June 20, 2023; and

WHEREAS, the Consulting Engineers have evaluated all bids received; and

WHEREAS, it appears that the most responsive, responsible bid for the public works building is that of Precision Metal Buildings, Inc, of Cleveland, Georgia, in the amount of Nine Hundred Thirty-Eight Thousand, Two Hundred Fifty and 00/100 Dollars (\$938,250.00).

NOW THEREFORE be it resolved by the City Council of the City of Baldwin to award the new public works building construction contract to Precision Metal Buildings of Cleveland, Georgia in the amount of: Nine Hundred Thirty-Eight Thousand, Two Hundred Fifty and 00/100 Dollars (\$938.250.00).

BE IT FURTHER RESOLVED to authorize the Acting Mayor and Chief Administrative Officer, to execute all documents required for implementation of the proposed project.

THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF BALDWIN, GEORGIA, ON THE ____ DAY OF JULY 2023 AND HAS NOT BEEN RESCENDED IN ANY WAY.

Certified Correct this ____ day of July 2023.

By: _____
Alice Venter, Acting Mayor

By: _____
Emily Woodmaster, CAO

(seal)

NOTICE OF AWARD

TO: Mr. Sam L. Little, President
Precision Metal Buildings
66 Lothridge Road
Cleveland, GA 30528

Project Description

The site of the proposed work is in City of Baldwin, Georgia. The project consists of, but is not limited to, the following major elements:

New Public Works Office and Shop Buildings Electrical, Plumbing and Mechanical Design and Full Construction of the 3,000 SF public works office and 4,000 SF public works shop including concrete foundation and all associated appurtenances.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of one hundred eighty (180) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

The OWNER has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of Nine Hundred Thirty-Eight Thousand, Two Hundred Fifty and 00/100 Dollars (\$938,250.00) for Public Works Building which is based on the Units/Lump Sum Prices shown on the Bid Form (Section 00300).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of July, 2023.

CITY OF BALDWIN, GEORGIA

BY: _____
Alice Venter, Acting Mayor

ACKNOWLEDGEMENT OF NOTICE

Precision Metal Buildings, Inc.

CONTRACTOR

BY: _____

DATE: _____

TITLE: _____

END OF SECTION

DRAFT

Approved Funding		
2021 WS Bonds	3/22/2021	\$ 650,000.00
ARPA Funds	11/8/2021	\$ 250,000.00
		\$ 900,000.00
Potential Funding		
2021 WS Bonds		\$ 263,496.88
2021 WS Bonds		\$ 138,445.15
2021 WS Bonds		\$ 80,431.00
SPLOST VII		\$ 455,876.97
		<u>\$ 938,250.00</u>
Bid Award		\$ (938,250.00)
		\$ -

DRAFT

CITY COUNCIL
 Acting Mayor Alice Venter
 Larry Lewallen, Post 1
 Theron Ayers, Post 2
 Dr. Stephanie Almagno, Post 3
 Maarten Venter, Post 4
 Post 5 Vacant



Emily Woodmaster, City Clerk CAO
 Bubba Samuels, City Attorney

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

Council Action Form

Meeting Date: 7/5/2023

Submitted By: Police Department

Agenda Item: #1: Savant Learning Systems Virtual Academy

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

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

Background (Includes description, background, and justification)

Virtual Academy provides online training which is recognized by GA P.O.S.T. for required annual training hours. Virtual Academy does not replace in-person training, but allows our officers to get more up-to-date training while reducing overtime and travel costs. Officers are required by Georgia law to maintain a minimum of 20 hours training per year. Our department policy requires a minimum of 50 hours per year. Hours of credit received from these classes will help meet both state law and department requirements. The field training module (FTO) will assist in identifying weaknesses of employees in training (sworn and non-sworn) so we can correct issues before they grow. The FTO module will allow us to electronically store documents, which can be accessed anywhere needed.

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

Virtual Academy was figured into the FY24 budget under Software Contracts
 100-3200-522202-01

Capital Asset Cost _____ Useful Life _____

Staff Recommendation (Include possible options for consideration)

Approve agreement with Savant Learning Systems (Virtual Academy)

Department Head Approval *[Signature]* #2 Date 7/3/2023
 City Attorney Approval _____ Date _____
 City Clerk, CAO Approval *Emily Woodmaster* Date 7/3/23

Council Denial _____
 Council Tabled Until _____
 Council Approval _____

QUOTE

Savant Learning Systems, Inc.
 317 South Lindell Street
 Martin, TN 38237

Date
07/03/2023

Name / Address

Baldwin Police Dept
 155 Willingham Ave
 Baldwin GA 30511

Project
Virtual Academy

Description	Qty	Cost	Total
Full Access- 1 year User Agreement			
Full TMS and unlimited course catalog Direct reporting to POST	11 users	\$50.00/user/year	\$550.00
Add-on FTO module	Flat rate	\$500.00/year	\$500.00
		TOTAL:	\$1050.00

VIRTUAL ACADEMY SOLUTION AGREEMENT

Cover Sheet

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the “Agreement”) is entered into as of the date of the later signature below (“Effective Date”) by and between Virtual Academy, a division of Savant Learning Systems, Inc. (“Virtual Academy”), and the law enforcement agency identified below (“Law Enforcement Agency”).

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a “Solution” and, collectively, the “Solutions”) designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy’s custom on-line training management system (“TMS”), currently offered under the brand “Virtual Academy.”

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency (“Elected Solution(s)”) as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Elected Solutions

Package Options	Number of Users
Complete \$50 / officer – Full TMS and Unlimited Courses Add-on FTO module	11 \$500 yearly flat rate

VIRTUAL ACADEMY, A DIVISION OF SAVANT LEARNING SYSTEMS, INC.

By: Carrie Sutherland
(signature)
Name: Carrie Sutherland
Title: Director of Inside Sales
Date: 07/03/2023

Baldwin Police Dept
(department name)
By: _____
(signature)
Name: _____
Title: _____
Date: _____

VIRTUAL ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. TMS Access. Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicensable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. Virtual Academy Warranty. Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. Access. Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. Maintenance and Software Upgrades. Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. Compliance with Certain Regulatory Requirements.

a. Privacy Protection. Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. Confidentiality. To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or

service level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. Intellectual Property. Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. Proprietary Rights and Restrictions. Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. Trademarks. During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants Virtual Academy a limited, non-exclusive license to use

Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling Virtual Academy's obligations and exercising Virtual Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

12. Indemnification.

a. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other party, including its officers, directors, employees and agents, against any losses, damages, or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against the other party and arising out of the indemnifying party's (i) gross negligence, willful misconduct or fraud; (ii) breach of the terms of this Agreement or (iii) failure to comply with any applicable law.

b. Without limiting the foregoing, Law Enforcement Agency agrees to indemnify and hold harmless Virtual Academy, and its officers, directors, employees and agents from all losses, damages, expenses and costs, including reasonable attorney's fees, resulting from or related to:

i. Any claim brought against Virtual Academy or its officers, directors, employees or agents alleging violation of a patent, copyright, trademark or trade secret based on any material that is generated by, altered by, modified by, distributed by, copied by or uploaded by any trainer, officer or staff member of Law Enforcement Agency or any individual or entity who gains unauthorized access to the TMS, courseware, instructional materials, software or source code due to a failure on behalf of Law Enforcement Agency to make reasonable efforts to prevent unauthorized access thereto or to maintain confidentiality of login information used by officers and instructors to access same;

ii. Any infringement of third party copyrights or patents by Law Enforcement Agency's management.

13. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) year.

14. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

15. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

counterparts have been signed by each of the parties and delivered to the other party.

16. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

17. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted to mediation with each party paying for half of the total cost of the mediator. If mediator is unsuccessful, suite may be filed in a court of competent jurisdiction in the state of _____.

18. Governing Law. This Agreement is governed by the laws of the State of Georgia. Legal action arising from this Agreement shall only be filed in the State of Georgia. The parties waive any right to a jury trial.

19. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

20. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

21. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

22. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more



6/5/2023

Date Received

Application for Variance or Zoning Change

Application Creation Date 6/5/2023

First Reading Date _____

Published Date _____

Second Reading Date _____

Applicant Information

Name	MARY RAZZETTO
Address	382 Mallard pond cir
City/State/Zip	ATL, GA 30510
Phone	678 267 5328
Fax	
Email	dmary.daycare@gmail.com

Property Owner Information

Name	MARY RAZZETTO
Address	382 Mallard pond cir
City/State/Zip	ATL GA 30510
Phone	678 267 5328
Fax	
Email	dmary.daycare@gmail.com

Status of Applicant

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

Variance Request(s)

Describe Type Variance(s) Requested	
Vary From	
Vary To	

Zoning Information

Current Zoning Classification(s)
Residential - 1

Parcel Information

Tax Parcel Number(s)		Acreage	
Location (Street Address)	382 Mallard pond cir		
Existing Structure(s)	HOVVE		
Description of Proposed Use	family childcare home		

Fee Information

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

Method of Payment

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

Supporting Documents Required

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

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 6/5/2023

Application Taken By _____

Date 6/5/2023

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

Signature of Applicant _____

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 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: _____

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.

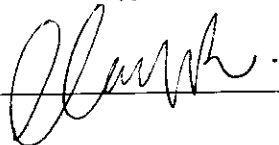
As the applicant, you are responsible for ensuring the public notice sign remains on the site during the entire zoning process. The Planning Department staff will prepare and place a sign (or signs) for you. If any problem arises with regard to the sign, notify the City of Baldwin Department of Planning 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

6/5/2023

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	MARY PIZZETTO
Owner's Address	382 Mallard Pond Cir
City / State / Zip Code	ATL GA 30510
Owner's Phone Number	678 267 5328
Owner's Cell Phone Number	678 267 5328
Print Owner's Name	MARY PIZZETTO

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

[Handwritten Signature]

 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.

[Handwritten Signature]

 Notary Public

[Handwritten Date]

 Date



Please describe briefly your reason for requesting this variance:

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant	MARY RAZZETTO
Applicant's Address	3822 Mallard Pond Cir ALTO, GA
City / State / Zip Code	30510
Applicant's Phone Number	678-267-5328
Applicant's Cell Phone Number	678-267-3328
Print Applicant's name	MARY RAZZETTO

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

[Handwritten Signature]

 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.

[Handwritten Signature]

 Notary Public

 Date *June 3, 2023*



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:

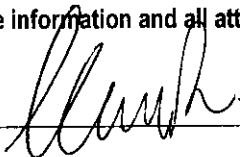
Describe how each situation listed below relates to your application.

- 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



Date

6/5/2023

1 FIRST READING: 07/10/2023

2 PUBLISHED: 07/15/2023

3 ZONING HEARING: 08/08/2023

4 PASSED: 08/14/2023

5
6 AN ORDINANCE NO. 2023-07127Z

7
8 AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF
9 BALDWIN, GEORGIA, BY GRANTING A SPECIAL USE PERMIT TO
10 ALLOW AN IN-HOME DAYCARE TO ALL THAT TRACT(S) OR
11 PARCEL(S) OF LAND OWNED BY MARY RAZZETTO, AND BEING 382
12 MALLARD POND CIRCLE WITHIN HABERSHAM COUNTY,
13 GEORGIA AND BEING RECORDED AT PLAT BOOK 53 AND PAGE 209
14 OF THE HABERSHAM COUNTY DEED RECORDS WHICH IS
15 ATTACHED HERETO AND, WHICH IS INCORPORATED BY
16 REFERENCE INTO THIS ORDINANCE, AND CURRENTLY ZONED AS
17 SINGLE-FAMILY RESIDENTIAL (R-1), WITH CONDITIONS;
18 REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR
19 SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR
20 OTHER PURPOSES.

21
22
23 BE IT ORDAINED by the City Council of Baldwin, Georgia as follows:

24
25 Section 1. ZONING IMPOSED WITH CONDITIONS.

26 That from and after the passage of this ordinance the following described lands located
27 within the City of Baldwin shall be zoned and so designated on the zoning map of the City of
28 Baldwin as Single-Family Residential (R-1) District with the following Special Use Permit:

29 Conditional Use Allowed:

- 30 (1) In-Home Daycare

31 Conditions:

32 (2) In-Home Daycare not to exceed six (6) children per day

33 (3) The zoning district and zoning setbacks remain the same.

34 Legal Description:

35 All that tract or parcel of land being 382 Mallard Pond Circle within Habersham County,
36 Georgia And being recorded at plat book 53 and page 209 of the Habersham County Deed
37 Records and which is attached hereto, and incorporated by reference hereof, into this legal
38 description.

39 **Section 2. REPEAL OF CONFLICTING ORDINANCES.**

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

42 **Section 3. SEVERABILITY OF PARAGRAPHS.**

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

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

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

49 **Section 5. EFFECTIVE DATE.**

50 The effective date of the zoning conditional use imposed by this ordinance shall be on the
51 date the zoning conditional use is approved by the City of Baldwin, by and through its City
52 Council.

53 **SO ORDAINED** this ___ day of August 2023.

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BALDWIN CITY COUNCIL

By: _____
Acting Mayor Alice Venter

Council Member Theron Ayers

Council Member Larry Lewallen

Council Member Maarten Venter

Attest:

Council Member Stephanie Almagno

Emily Woodmaster
CAO, City Clerk

DRAFT

CITY COUNCIL
 Acting Mayor Alice Venter
 Larry Lewallen, Post 1
 Theron Ayers, Post 2
 Dr. Stephanie Almagno, Post 3
 Maarten Venter, Post 4
 Vacant, Post 5



Emily Woodmaster, City Clerk CAO
 Bubba Samuels, City Attorney

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

Council Action Form

Meeting Date:

Submitted By:

Agenda Item:

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

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

Background (Includes description, background, and justification)

Purchase (2) ZERO TREN mowers (Kubota Z724)

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

BUDGET LINE Item # 100-4206-531600-01 \$ 17,752.00 (Both)

Capital Asset Cost 17,752.00 Useful Life 5 Years

Staff Recommendation (Include possible options for consideration)

Department Head Approval Date 7/10/23

City Attorney Approval NA Date _____

City Clerk, CAO Approval Date 7/10/2023

Council Denial _____
 Council Tabled Until _____
 Council Approval _____



**JAMES SHORT TRACTORS & EQUIPMENT
OF ALTO, INC.**

1325 State Hwy 365
Alto, GA 30510
Phone: (706) 778-9000 • Fax (706) 778-9006



Quote: 19113.01	CITY OF BALDWIN	Customer: 02563
Created: 02/06/2023	P.O. BOX 247	Phone: 706-968-0844
Expires: 03/06/2023	BALDWIN GA 30511-0247	Cell: 706-778-6341
Salesperson: JNK		

page 1

Unit Sale: KUB Z724XKW-3-54 ZEROTURN

stock number: KZ1651
serial number: A1651

8876.00

Unit Sale: KUB Z724XKW-3-54 ZEROTURN

stock number: KZ1790
serial number: A1790

8876.00

Sales Tax \$0.00

~~Top's \$298. - - each~~
23366

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS

Total Sale \$17752.00

CITY COUNCIL
Acting Mayor Alice Venter
Larry Lewallen, Post 1
Theron Ayers, Post 2
Dr. Stephanie Almagno, Post 3
Maarten Venter, Post 4
Vacant, Post 5



Emily Woodmaster, City Clerk CAO
Bubba Samuels, City Attorney

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

Council Action Form

Meeting Date:

Submitted By:

Agenda Item:

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

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

Background (Includes description, background, and justification)

PURCHASE OF NEW SERVICE TRUCK per 10 Year Replacement Plan

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

Budget Item - 100-4200-542200-60 NOT TO EXCEED \$ 60,000.-

Capital Asset Cost 60,000 Useful Life 10 YEARS

Staff Recommendation (Include possible options for consideration)

Department Head Approval [Signature] Date 7/10/23
City Attorney Approval NA Date _____
City Clerk, CAO Approval [Signature] Date 7/10/23

Council Denial _____
Council Tabled Until _____
Council Approval _____