



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

Baldwin PD Training Room, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 9/25/23 and Work Session 10/03/23

Citizen Comment

Public Hearings

Reports

Old Business

1. Discussion of 2023 Millage Rate
2. Consideration/Approval of 2nd Reading of Chitwood Development Ordinance #2023-08130Z
3. Consideration/Approval of Purchase of New Police Vehicle
4. Consideration/Approval of Appointment of Erik Keith

New Business

5. Consideration/Approval of Clearwell Agreement
6. Consideration/Approval of November Work Session Date

Executive Session

Announcements

- a. Join us for the final 2023 Movie In the Market on October 20th at 7:30 pm! Bring your chairs and blankets to the Baldwin Farmers' Market for a free screening of "Coco." Light concessions will be available with all proceeds going to our "Shop With a Hero" program!
- b. The City of Baldwin is still accepting vendors for our Sixth Annual Fall Festival on October 21st! We welcome food trucks, crafters, and non-profits to sign up for a booth and be a part of our yearly celebration of Baldwin and our surrounding community. The vendor application is available online at www.cityofbaldwin.org or by emailing baldwinevents@cityofbaldwin.org.

Adjournment

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: **HABERSHAM** TAXING JURISDICTION: **BALDWIN**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	68,393,925	8,575,464	6,536,510	83,505,899
PERSONAL	9,645,821		407,484	10,053,305
MOTOR VEHICLES	542,480		(28,610)	513,870
MOBILE HOMES	907,000		353,504	1,260,504
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	79,489,226	8,575,464	7,268,888	95,333,578
EXEMPTIONS	1,628,511		632,534	2,261,045
NET DIGEST	77,860,715	8,575,464	6,636,354	93,072,533
	(PYD)	(RVA)	(NAG)	(CYD)

2022 MILLAGE RATE: **9.342**

2023 MILLAGE RATE: **8.481**

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	77,860,715	
Net Value Added-Reassessment of Existing Real Property	RVA	8,575,464	
Other Net Changes to Taxable Digest	NAG	6,636,354	
2023 Net Digest	CYD	93,072,533	
2022 Millage Rate	PYM	9.342	PYM
Millage Equivalent of Reassessed Value Added	ME	0.861	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	8.481	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	8.481
	2023 Millage Rate	8.481
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: **BANKS** TAXING JURISDICTION: **BALDWIN**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	21,833,445	3,807,196	88,335	25,728,976
PERSONAL	269,949		15,624	285,573
MOTOR VEHICLES	2,022,610		(164,840)	1,857,770
MOBILE HOMES	55,883		(5,613)	50,270
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	24,181,887	3,807,196	(66,494)	27,922,589
EXEMPTIONS	345,705		782,212	1,127,917
NET DIGEST	23,836,182	3,807,196	(848,706)	26,794,672
	(PYD)	(RVA)	(NAG)	(CYD)

2022 MILLAGE RATE: **3.465**

2023 MILLAGE RATE: **2.662**

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	23,836,182	
Net Value Added-Reassessment of Existing Real Property	RVA	3,807,196	
Other Net Changes to Taxable Digest	NAG	(848,706)	
2023 Net Digest	CYD	26,794,672	
2022 Millage Rate	PYM	3.465	PYM
Millage Equivalent of Reassessed Value Added	ME	0.492	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	2.973	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.973
	2023 Millage Rate	2.662
	Percentage Tax Increase	-10.46%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date

2023 Exemptions Breakdown

	City Exemptions	PP <\$7,500	CUVA	Total
Habersham	\$ 1,184,958.00	\$ 77,163.00	\$ 998,924.00	\$ 2,261,045.00
Banks	\$ 544,972.00	\$ 13,783.00	\$ 569,162.00	\$ 1,127,917.00

CORRECTED NOTICE OF 5 YEAR HISTORY

The Mayor and City Council of the City of Baldwin, Georgia 30511, do hereby announce the millage rate for 2023 will be set at a public meeting to be held at the Council Chambers/Courtroom located at 155 Willingham Avenue, Baldwin, Georgia 30511 at 6:30 p.m. on October 27, 2023 and pursuant to the requirements of O.C.G.A. Section 48-5-32, do hereby publish the following presentation of the current year's tax digest along with the history of the tax digest and levy for the past 5 years.

CURRENT TAX DIGEST AND 5 YEAR HISTORY OF LEVY

	2018		2019		2020		2021		2022		2023	
	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham	Banks	Habersham
Real & Personal	13,167,054	48,016,830	14,393,429	48,227,879	15,604,735	54,456,449	16,615,107	65,975,744	17,800,229	76,079,943	22,103,394	93,559,204
Motor Vehicles	1,246,350	860,810	1,317,160	750,730	1,603,310	641,480	1,999,850	527,510	2,064,350	542,480	22,022,610	513,870
Mobile Homes	19,771	781,456	27,261	782,132	29,147	761,760	51,988	761,836	67,752	907,000	55,883	1,260,504
Timber 100%	-	5,247	-	-	-	-	-	-	-	-	-	-
Heavy Duty Equipment	-	-	-	-	-	-	-	-	-	-	-	-
State Forest Land Grant	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Public Utilities	583,868	1,555,506	595,324	1,655,745	627,742	1,766,316	657,018	1,907,438	657,018	1,959,802	670,113	1,566,227
Gross Digest	15,017,043	51,219,849	16,333,174	51,416,486	17,865,234	57,623,006	18,666,945	69,172,528	19,932,331	79,489,226	24,181,887	95,333,577
Less M&EO Exemption	133,088	1,479,834	147,049	1,533,980	242,681	1,588,744	276,241	1,717,717	327,558	1,628,511	345,705	2,261,045
Net M&EO Digest	14,883,955	49,740,015	16,186,125	49,882,506	17,622,553	56,034,262	18,390,704	67,454,811	19,604,773	77,860,715	23,836,182	93,072,533
Gross M&EO Millage	7.750	7.750	7.750	7.506	7.506	7.504	7.504	7.504	6.793	9.342	9.342	9.342
Less Rollback	6.418	6.197	5.737	6.000	5.663	6.000	5.829	6.000	5.185	6.000	5.877	6.861
Net M&EO Millage	1.332	1.553	2.013	1.506	1.843	1.504	1.675	1.504	1.608	3.342	3.465	2.481
Total Tax Levy	19,825	375,686	32,583	374,418	32,478	420,481	30,804	458,221	31,524	727,375	82,592	789,348
Increase/(Decrease)	9,080	348	12,757	(1,268.24)	(104)	46,088	1,040	37,739	720	269,154	51,068	61,973
Net Taxes Percent	65.12%	0.09%	32.55%	-0.35%	1.24%	10.96%	3.38%	8.24%	2.28%	37.00%	61.83%	7.85%

Millage Rate Options

	2022		2023		2023	
	Habersham	Banks	Habersham	Banks	Habersham	Banks
	76,079,943	22,103,394	93,559,204	26,014,549	93,559,204	26,014,549
	542,480	22,022,610	513,870	1,857,770	513,870	1,857,770
	907,000	55,883	1,260,504	50,270	1,260,504	50,270
	-	-	-	-	-	-
	-	-	-	-	-	-
	n/a	n/a	n/a	n/a	n/a	n/a
	1,959,802	670,113	1,566,227	670,439	1,566,227	670,439
	79,489,226	24,181,887	95,333,577	27,922,589	95,333,577	27,922,589
	1,628,511	345,705	2,261,045	1,127,917	10,275,204	424,192
	77,860,715	23,836,182	93,072,532	26,794,672	85,058,373	27,498,397
9,342		9,342	9,342	8,481	9,342	8,735
0,000		5,877	0,861	5,819	0,607	5,495
9,342		3,465	8,481	2,662	8,735	3,240
		82,592	789,348	71,327	742,985	89,095
		51,068	61,973	(11,265)	15,610	6,502
		37,00%	7,85%	-15,79%	2,10%	7,30%
\$	809,967.17	\$	860,675.56	\$	832,079.69	

2023 Net Digest \$27,498,397
2022 Banks LOST \$160,002
 Rollback Millage 5,819
 Set Millage 8,481
 Net Millage 2,662

Homestead Relief Grant	FMV	\$	200,000.00
*reduction from AV	AV	\$	80,000.00
	HE	\$	(5,000.00)
	HRG	\$	(18,000.00)
		\$	57,000.00
		\$	497,895 Habersham
		\$	184,68 Banks

FIRST READING 09/25/2023

PUBLISHED 09/06/2023

PASSED 10/10/2023

AN ORDINANCE NO 2023-08130Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY REPEALING ALL OF ORDINANCE 20-0654Z IN ITS ENTIRETY AND REPLACING IT WITH THIS ORDINANCE AND REZONING ALL THOSE TRACTS OR PARCELS OF LAND OWNED BY ROCHELLES 2010, LLC AND WITH REZONING ALSO REQUESTED BY LULA CAPITAL, LLC, AND BEING TAX MAP PARCEL 053 029 AND BEING APPROXIMATELY 142.63 ACRES, MORE OR LESS, AND LYING AND BEING IN LAND LOTS 155, 156, 165 AND 166 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AT THE TIME OF ANNEXATION AS PLANNED RESIDENTIAL DISTRICT (PRD) [AND CURRENTLY ZONED PRIOR TO ANNEXATION AS AGRICULTURAL DISTRICT (AG) AND LOW INTENSITY DISTRICT (LI)], WITH CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands to be annexed into the City of Baldwin shall be zoned and so designated on the zoning map of the City of Baldwin as Planned Residential District (PRD) and being approximately 142.63 acres, with the following conditions:

Conditions:

39 (1) The proposed development shall be developed in accordance with the letter of
40 intent included with the application to amend the zoning map of Baldwin, Georgia by
41 Lula Capital, LLC, the site summary, the descriptive letter as to “Baldwin Village
42 Annexation” by Lula Capital, LLC, the plat of the property entitled “Annexation Survey
43 for Lula Capital, LLC,” the example architectural drawings included as a part of the
44 application of Lula Capital, LLC and the preliminary development plan for “Baldwin
45 Village.” The development shall be in substantial compliance with said documents, and
46 which are attached hereto and incorporated herein to this rezoning ordinance. By this
47 rezoning, the City Council specifically finds that the project should go forward and
48 approves the project subject to the express approval of the City Council to a final
49 development plan. Lula Capital, LLC agrees to a reduction in density to 580 units.

50 (2) The developer, or developer’s successor, prior to the issuance of any building
51 permits, shall present a final development plan in accordance with Section 1105 and
52 Section 1106 of the Baldwin Zoning Ordinance, and shall have the final development
53 plans be approved by the City Council for the City of Baldwin. No building permits will
54 be issued for this project until such time as the final development plans have been
55 approved by the City Council and the plan has been recorded with the Clerk of Superior
56 Court where the subject property lies. Excluding POD E as no new roads or engineering
57 will be required to build on these lots.

58 (3) The development of this property, in substantial accordance with the preliminary
59 development plan, and in accordance with the final development plan, is subject to the
60 submission of the final development plan by applicant, or applicant’s successor within 4

61 years from adoption of this ordinance.
62 Failure to submit the final development plan within this specific time frame will require
63 applicant, or applicant's successor to go through the rezoning process again, and present
64 a new preliminary development plan and again comply with Sections 1104, 1105, and
65 1106 of the Baldwin Zoning Ordinance.

66 Legal Description:

67
68 All that tract or parcel of land being approximately 142.63 acres, being Tax Map Parcel
69 053 029, and lying and being in Land Lots 155, 156, 165 and 166 of the 10th Land District of
70 Habersham County, Georgia and more particularly described on a deed or plat, and which is
71 attached hereto, and incorporated by reference hereof, into this legal description. Confirm legal
72 descriptions and that strip is left open. Reference annexation survey by Davidson Land
73 Surveying dated 5/18/2020 and reference legal descriptions for tracts 1 and 3.

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

75 All ordinances and parts of ordinances in conflict herewith are hereby repealed to the
76 extent of the conflict.

77 **Section 3. SEVERABILITY OF PARAGRAPHS.**

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

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

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

84 **Section 5. EFFECTIVE DATE.**

85 The effective date of the zoning classification imposed by this ordinance shall be on the
86 later of:

87 (A) The date the zoning classification is approved by the City of Baldwin, by and through
88 its City Council; or

89 (B) The date that the annexation of the subject property becomes effective pursuant to
90 Georgia law.

91 **SO ORDAINED** this _____ day of _____, 2023.

92 **BALDWIN CITY COUNCIL**

93
94
95
96 By: _____
97 Acting Mayor Alice Venter

98
99
100 _____
101 Council Member Theron Ayers

102
103
104 _____
105 Council Member Maarten Venter

106
107
108 _____
109 Council Member Stephanie Almagno

110
111
112 Attest:

113
114 _____
115
116 Erin Gathercoal
117 City Clerk

Prepared For: City of Baldwin
Ferguson, Justin

Date 07/26/2023
AE/AM SSA/SSA

Unit #

Year 2023 **Make** Chevrolet **Model** Tahoe
Series Police Vehicle 4x2

Vehicle Order Type In-Stock **Term** 48 **State** GA **Customer#** 623884

\$ 49,920.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>7.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 420.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Black
Interior Color	(0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type	Government
GVWR	0

\$ 50,340.00	Total Capitalized Amount (Delivered Price)
\$ 1,047.07	Depreciation Reserve @ <u>2.0800%</u>
\$ 271.11	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,318.18	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0000</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>	# Tires <u>4</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00	Sales Tax <u>0.0000%</u>	State
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\$ 1,318.18 Total Monthly Rental Including Additional Services

\$ 80.64	Reduced Book Value at <u>48</u> Months
\$ 495.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Baldwin

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 170.00
Pricing Plan Delivery Charge	C	\$ 250.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 420.00
Other Charges Total		\$ 420.00

Police Department

6 Tahoes 10/24/2022 \$ 168,000.00 SPLOST VII
 Monthly Payment from Speed Zone

Annual on 6
 \$ 95,399.28

Payment Date	Payment #	50%
12/1/2022	1	\$ 33,000.00
1/5/2023	2	\$ 11,135.36
2/4/2023	3	\$ 7,286.54
4/14/2023	4	\$ 7,987.44
5/3/2023	5	\$ 7,949.94
6/3/2023	6	\$ 7,949.94
7/6/2023	7	\$ 7,949.94
8/3/2023	8	\$ 7,949.94
9/6/2023	9	\$ 7,949.94

\$ 107,146.48

SPLOST VII Balance
 \$ 60,853.52

FY24 Need PSF
 \$ 71,549.46
 \$ 10,695.94

Add 1 unit 1324.99
 monthly \$ 1,324.99
 rem. 8 months \$ 10,599.92

Fire Department

11/2/2022 GRV Purchase

\$ 218,316.00 SPLOST VII

11/2/2022 Fire Truck Purchase \$ 36,684.00 Public Safety Funds

2/13/2023 Lease Agreement Signed

1/23/2023 Vehicle Warranty Program \$60,000

2/1/2024 1st installment	\$ 125,186.63
2/1/2025 2nd installment	\$ 125,186.63
2/1/2026 3rd installment	\$ 125,186.63
2/1/2027 4th installment	\$ 125,186.63
2/1/2028 5th installment	\$ 125,186.63
2/2/2028 6th installment	\$ 125,186.63
2/3/2028 7th installment	\$ 125,186.63
	<u>\$ 876,306.41</u>

Fire Truck Fund
 \$71,364.02

FY24 Need PSF
 \$ 53,822.61

CITY OF BALDWIN, GEORGIA
 Speed Zone Revenue
 Collections Began March 2021

As of 10/3/2023

PUBLIC SAFETY PROJECTS	COMMITTED FUNDS	TOTAL SPENT	
POLICE			
Patrol Upfitting <i>Approved 07/12/2021</i>	\$ 6,940.05	\$ 6,940.05	X
Axon Taser and Body Camera Program <i>Approved 08/12/2021</i>	\$ 12,655.04	\$ 11,862.27	X
Lexipol <i>Approved 9/13/2021</i>	\$ 3,245.00	\$ 3,244.25	X
IT Server Upgrades <i>Approved 12/13/2021</i>	\$ 43,000.00	\$ 40,655.23	X
PD Equipment (Glock Pistols-5) <i>Approved 01/10/2022</i>	\$ 3,367.00	\$ 3,367.00	X
Caution Light Repair <i>Approved 03/28/2022</i>	\$ 2,000.00	\$ 1,600.00	X
Security Access Control for PD <i>Approved 505/23/2022</i>	\$ 14,765.96	\$ 14,765.96	X
Additional Vehicle Upfitting <i>Approved 11/08/2022</i>	\$ 8,046.00	\$ 8,046.00	X
Up front AME Upfitting <i>Approved 11/08/2022</i>	\$ 33,000.00	\$ 33,000.00	X
Forced Entry Door (SPLIT) <i>Approved 2/27/2023</i>	\$ 4,250.00	\$ 4,180.59	X
K-9 Unit Creation	\$ 6,156.95	\$ 3,048.89	
<i>Police Patrol X6 FY24</i>	\$ 10,695.94		
<i>1 Patrol Addition FY24</i>	\$ 10,599.92		
<i>1 Patrol Addition FY24 Upfitting</i>	\$ 9,000.00		
FIRE			
Turn Out Gear <i>Approved 6/16/2021</i>	\$ 22,590.00	\$ 19,425.00	X
Computer Upgrades <i>Approved 8/12/2021</i>	\$ 6,603.60	\$ 6,603.00	X
Training Facility Upgrades <i>Approved 10/11/2021</i>	\$ 23,000.00	\$ 23,000.00	X
Training Facility Upgrades <i>Approved 01/10/2022</i>	\$ 40,485.00	\$ 37,165.47	X
Utility Trailer <i>Approved 04/25/2022</i>	\$ 4,500.00	\$ 4,500.00	X
LUCAS Device <i>Approved 05/23/2022</i>	\$ 9,979.99	\$ 9,979.99	X
PowerHawk Combi Tool <i>Approved 06/13/2022</i>	\$ 15,730.30	\$ 15,730.30	X
QRV Purchase <i>Approved 11/02/2022</i>	\$ 36,684.00	\$ 36,684.00	X
Forced Entry Door (SPLIT) <i>Approved 2/27/2023</i>	\$ 4,250.00	\$ 4,180.58	X
Fire Truck Purchase Contribution <i>Approved 11/2/2022</i>	\$ 53,822.61		
VEHICLES: Funds Needed for FY24			
<i>Police Patrol x 7 (utilize remaining SPLOST) \$21,295.86</i>			
<i>Fire Truck (utilize 25% allocation) \$71,364.02</i>			
COURT			
Chairs and Furniture <i>Approved 06/12/2023</i>	\$ 9,900.00	\$ 9,710.58	X
BANK FEES			
Checks for Account	\$ 95.97	\$ 95.97	
Totals	\$ 395,363.33	\$ (297,785.13)	\$ 10,022.07
(Month Prior Collections)			
#10231 received 06/17/2022	\$ 15,523.95	\$ 10,000.00	1st Commitment
#10266 received 07/21/2022	\$ 13,898.95	\$ 3,474.74	25%
#32801 received 08/18/2022	\$ 5,330.00	\$ 1,332.50	25%
#10323 received 09/19/2022	\$ 6,175.00	\$ 1,543.75	25%
#10352 received 10/21/2022	\$ 13,877.50	\$ 3,469.38	25%
#10389 received 11/22/2022	\$ 11,781.25	\$ 2,945.31	25%
#10425 received 12/20/2022	\$ 12,886.25	\$ 3,221.56	25%
#10469 received 1/23/2023	\$ 14,072.50	\$ 3,518.13	25%
#10513 received 2/22/2023	\$ 12,675.00	\$ 3,168.75	25%
#10555 received 3/17/2023	\$ 12,545.00	\$ 3,136.25	25%
#10596 received 4/20/2023	\$ 14,521.00	\$ 3,630.25	25%
#10642 received 5/17/2023	\$ 13,299.00	\$ 3,324.75	25%
#10689 received 6/21/2023	\$ 12,012.00	\$ 3,003.00	25%
#10732 received 7/20/2023	\$ 15,080.00	\$ 3,770.00	25%
#10778 received 8/24/2023	\$ 5,070.00	\$ 1,267.50	25%
#10837 received 9/20/2023	\$ 3,510.00	\$ 877.50	25%
Totals	\$ 445,162.18	\$ 51,683.36	
Total Collected	\$ 445,162.18		
<i>Committed Funds</i>	\$ 447,046.69		
<i>Expensed Funds</i>		\$ 297,785.13	
Available Revenue	(1,884.51)		



Water Tank Inspection Agreement

Tank Owner: City of Baldwin

Tank Location: Plant Clearwell

Tank Size and Style: 1,000,000 Gallon Concrete Ground Storage

This agreement entered into by and between the City of Baldwin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to inspect its 1,000,000 gallon water storage tank located at Plant Clearwell Tank.

This agreement outlines the Company's responsibility and accountability for the inspection of the above referenced water storage tank. The Company's inspection services shall include the following:

The Company shall furnish all specialized services including engineering and inspection services necessary to inspect the water storage tank during the term of this agreement.

The Company shall schedule and coordinate a remote operated vehicle (ROV) inspection of the water storage tank every two years with the Owner beginning in Contract Year 1. The Company shall inspect and document the interior condition. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and the American Water Works Association. The Company shall perform all services relating to the interior inspection of the water storage tank in accordance with procedures outlined in American Water Works Association C652-19 standards.

The Owner shall have the right to continue this agreement for a period of 20 renewals providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12-month periods beginning November 1, 2023. The annual fee for Contract Years 1, 2 & 3 shall be \$1,000.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable November 1, 2023. The annual fee for Contract Year 2 shall be due and payable November 1, 2024. Each subsequent annual fee shall be due and payable each subsequent November 1st. This agreement is intended to be a multi-year agreement for the services described herein. Pursuant to Georgia law, this agreement will terminate absolutely on October 31 of the calendar year in which it is executed. Unless either party gives written notice on or before October 15 of any year in which

this Agreement is in effect, the Agreement will automatically renew for the following calendar year for up to 20 annual renewal terms ending October 31, 2043. Upon termination of the agreement upon non-renewal or upon the end of the final renewal period allowed herein, whichever comes first, this agreement shall terminate completely.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: containment, exterior & interior painting of any kind, repairs of any kind, removal and/or disposal of any hazardous waste materials, electrical wiring or components, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this _____ day of _____, _____.

Owner:

American Tank Maintenance, LLC

By: _____

By: _____

Witness: _____

Witness: _____

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.