



**Agenda**  
City Council Work Session  
April 9<sup>th</sup>, 2024  
6:30pm

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

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**Call Meeting to Order**

**Public Hearing**

Otter Zoning Variance Ordinance #2024-03140Z

**Old Business**

1. Animal Control Updates

**New Business**

2. ~~Landlord Ordinance~~
3. Utility Encroachment
4. Updating Fee Schedules
5. Liability Insurance

**Announcements**

- a. Join us for the 25<sup>th</sup> Baldwin Clean Up Day on Saturday, April 20<sup>th</sup> from 9:00 am – 12:00 pm at the Baldwin Farmers' Market! Celebrate Earth Day by cleaning up Baldwin roads and planting a tree.
- b. Calling all local farmers and foodies! Join us on the second and fourth Saturday of May, June and July for the reFRESH market! Bring your fruits, vegetables, farm fresh eggs and other goods to City Hall for a FREE place to sell your fresh staples! From 11 a.m. to 3 p.m., get in the sunshine for fresh groceries and unique food truck eateries. Vendor applications can be found at [www.cityofbaldwin.org](http://www.cityofbaldwin.org). Contact John at City Hall for more information.

**Adjournment**

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



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

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

**WITNESSETH:**

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

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

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

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

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

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

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

**ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.**

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

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

## **ARTICLE II: ENFORCEMENT**

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

## **ARTICLE III: COMPENSATION**

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

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

## **ARTICLE IV: TERM**

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

## **ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT**

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

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

**ARTICLE VI: SERVICE DELIVERY STRATEGY**

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

**ARTICLE V: INDEMNIFICATION**

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

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

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

BOARD OF COMMISSIONERS OF  
HABERSHAM COUNTY, GEORGIA

By: \_\_\_\_\_  
Ty Akins, Chairman

Attest: \_\_\_\_\_  
Brandalin Carnes, County Clerk

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

CITY COUNCIL OF  
BALDWIN, GEORGIA

By: \_\_\_\_\_  
Alice Venter, Mayor

Attest: \_\_\_\_\_  
Emily Woodmaster, City Clerk



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FIRST READING \_\_\_\_\_

PUBLISHED \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. \_\_\_\_\_

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

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

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

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

ARTICLE I  
DECLARATION OF PURPOSE, SCOPE AND DEFNIITIONS

**SEC. 1: TITLE.**

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

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

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

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55 **SEC. 3: SCOPE.**

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

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61 **SEC. 4: DEFINITIONS.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II  
UTILITY REGISTRATION

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**SEC. 5: ADMINISTRATION.**

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

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**SEC. 6: REGISTRATION REQUIRED.**

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

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

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**SEC. 7: REGISTRATION PROCEDURE.**

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

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

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

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

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

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

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

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

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

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

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

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

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203 ARTICLE III  
204 CONSTRUCTION PERMITS

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

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

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

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

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

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

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

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

243

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE IV  
REQUIRED MINIMUM STANDARDS

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

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

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

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

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

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



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

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

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

348

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

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

358

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

361

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

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

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

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

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

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

385

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

387

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

405

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

407

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



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

423

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

425

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

447

448 **SEC.24: APPLICABILITY.**

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

451 apply.

452

453 **SEC.25: SEVERABILITY.**

454

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

460

461 **SEC.26: RESERVED.**

462

463 **SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

464

**BALDWIN CITY COUNCIL**

465

466

467

468

By: \_\_\_\_\_

Mayor Stephanie Almagno

469

470

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472

\_\_\_\_\_  
Council Member Alice Venter

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476

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Council Member Maarten Venter

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\_\_\_\_\_  
Council Member Erik Keith

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Council Member Kerri Davis

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\_\_\_\_\_  
Council Member Joseph Satterfield

489

490

491 **ATTEST:**

492

493

494

\_\_\_\_\_  
City Clerk, Erin Gathercoal

**City of Baldwin Schedule of Fees  
General Fund Fees FY25**

**Alcohol Licensing**

License Type	Fee
<u>Package (total floor space)</u>	
Malt Only <10,000sq.ft.	\$ 900.00
Malt Only 10,001sq.ft.-20,000sq.ft	\$ 1,750.00
Malt Only >20,001sq.ft	\$ 3,350.00
Wine Only <10,000sq.ft.	\$ 900.00
Wine Only 10,001sq.ft.-20,000sq.ft	\$ 1,750.00
Wine Only >20,001sq.ft	\$ 3,350.00
Malt & Wine <10,000sq.ft.	\$ 1,350.00
Malt & Wine 10,001sq.ft.-20,000sq.ft	\$ 2,550.00
Malt & Wine >20,001sq.ft	\$ 4,950.00
<i>Spirits (not calculated by total floor space)</i>	
Distilled Spirits Only	\$ 4,000.00
Distilled Spirits with Malt <u>OR</u> Wine	\$ 4,500.00
Distilled Spirits with Malt <u>AND</u> Wine	\$ 5,000.00
<u>Consumption on Premises (total floor space)</u>	
Malt, Wine and Distilled Spirits	
Only One Type	\$ 1,150.00
Two of Three Types	\$ 2,150.00
<b>All Three Types</b>	<b>\$ 2,500.00</b>
<u>Other Licenses</u>	
Sunday Sales License	\$ 150.00
Wine Tasting by Wine Package Store	\$ 25.00 per permit
Farm Winery or Tasting Room	\$ 2,150.00
Wholesale Dealer- Baldwin Principle Place	\$ 2,000.00
Wholesale Dealer- Outside Baldwin Principle Place	\$ 100.00
Temporary Special Event Permit	\$ 50.00 per permit
Caterer License	\$ 50.00
Caterer Permit License	\$ 50.00 per permit
<u>Miscellaneous Fees</u>	
Annual Administrative Fee Per License	\$ 250.00
<b>Annual Building Inspection, Per Inspection</b>	<b>\$ 75.00</b>
<b>Alcoholic Beverage Employee Permit (ith fingerprints)</b>	<b>\$ 50.00</b> per employee

Change of Managing Agent/Location Transfer	\$	100.00
Penalty for not notifying change in agent within 5 days	\$	100.00
Penalty for late payment of annual fees		10%

New Licenses applied for after July 1st will be reduced 50%

**Occupational Tax**

Professional Services (layers, physicians,engineers and etc)	\$	225.00
Other Occupations based on employee number		
1-4	\$	75.00
5-8	\$	100.00
9-12	\$	150.00
13-50	\$	225.00
51-100	\$	325.00
101+	\$	400.00

Penalty for late payment of annual fees 10%

**Peddlers, Canvassers, Solicitors and etc. \$ 100.00**

\*requires a solicitor badge

New Occupational Tax Certificates applied for after July 1st will be reduced 50%

Certificate of Occupancy \$ 85.00

**Duplicating/Printing Fees**

duplicating or printing \$ 3.00

**Yard Sale Permit**

Up to 4 per calendar year \$ -

**Property Tax**

Millage Rate (changes annually) 8.481 mills

**Property Tax Exemptions**

Standard Homestead	\$	5,000.00
Senior Homestead	\$	10,000.00
Disability	\$	10,000.00
Disabled Vet/ Vet Widow (100%)		Annual DVS Calculation

**Police and GCIC**

Accident Reports	\$	3.00
Walk-In Background Check	\$	5.00
Incident Report	\$	5.00

**Fire Training Facility**

Cities	\$ 1,000.00
Counties	\$ 1,500.00
<b>Rentals</b>	
<i>Community Room</i>	
Residents	\$ -
Non- Residents	\$ 75.00
<i>Mitchell Gailey Park Pavilion</i>	
Residents	\$ -
Non-Residents	\$ 50.00
<i>Famers' Market</i>	
Residents	\$ -
Non-Residents	\$ 50.00
Cleaning Fee	\$ 50.00
Damages	Cost of Repair + 15% administrative fee
Cancellation without One Week Notice	\$ 15.00
<b>Cemetery</b>	
Plots	\$ 600.00
<b>Coping/Permanent Structure Permit</b>	<b>\$ 85.00</b>
<b>Building and Planning</b>	
Zoning Map Amendment	\$ 625.00
Special Use Permit	\$ 625.00
Variance Request	\$ 625.00
Annexation	\$ 1,000.00
De-Annexation	\$ 2,500.00
<b>Zoning Verification Letter</b>	<b>\$ 35.00</b>
<b>Residential Permits</b>	
New Construction	
Building	\$ 0.20 per sq.ft.
Electrical	\$ 0.05 per sq.ft.
Plumbing	\$ 0.05 per sq.ft.
Mechanical (HVAC)	\$ 0.05 per sq.ft.
<b>Accessory Structure Shell/Structural- CO not Required</b>	<b>\$ 70.00</b>
<b>Accessory Structure Build Out- CO Required</b>	<b>\$ 100.00</b>
Certificate of Occupancy	\$ 85.00
<b>Certificate of Occupancy Temporary</b>	<b>\$ 150.00</b>

Renovations ( will require plan review, fee separate)	\$ 0.10 per sq.ft.
Gas	\$ 40.00 per outlet
Sign	\$ 3.00 per sq.ft.
Plan Review	1/2 Building Permit
<b>Concept Plan Review- Prior to Application</b>	<b>\$ 75.00</b>
Demolition	\$ 75.00
Reinspection	\$ 75.00 per occurrence
Administrative Fee	\$ 35.00 every permit
Work Completed without Permits	DOUBLE ALL
<b>Commercial Permits</b>	
Permit Fee Multiplier	\$ 0.0065 permit fee multiplier
<i>Plan Reviews (based on construction costs)</i>	
\$0-\$250,000	\$ 150.00
\$250,001 to \$2.0M (to include Tier 1 fee)	0.0006 per dollar
Over \$2.0M (to include Tier 1 and 2 fees)	0.0003 per dollar
<i>Building Permit</i>	
New Construction (includes trades)	
gross area x square foot construction cost* x permit fee multiplier= permit fee	
* using most recent ICC table of fees	
<i>Electrical</i>	
Temporary Service Pole	\$ 30.00
New/Repair/Change out up to 200 Amps	\$ 30.00
New/Repair/Change out over 200 Amps	30+ .15 per amp
New Branch Circuits/Breakers	\$ 3.00 per circuit (breaker)
<i>Plumbing</i>	
Up to 3 fixtures	\$ 30.00
More than 3 fixtures (to include 3 fixture fee)	\$ 8.00 per fixtures
<i>Mechanical (HVAC)</i>	
Adding duct to existing	\$ 30.00
AC/Heatpump System Installation (up to 50,000BTUs)	\$ 30.00
AC/Heatpump System Installation (50,001-250,000BTUs)	\$30+\$.0005 per BTU
AC/Heatpump System Installation (more than 250K BTUs)	\$130+\$.00025 per BTU
Kitchen Hood Installation up to 10sq.ft.	\$ 30.00
Kitchen Hood Installation over 10sq.ft.	\$ 2.50 per sq.ft.
Fuel Burning Appliance up to 50,000 BTUs	\$ 30.00
Fuel Burning Appliance 50,001-250,000 BTUs	\$30+.0005 per BTU
Fuel Burning Appliance more than 250,000 BTUs	\$130+00025 per BTU
New Fuel Gas without Building Permit	\$30+\$3 per drop
Existing Fuel Gas without Building Permit	\$ 30.00

DCA Approved Modular Unit Installation	Use Valuation Table
Swimming Pool (Public)	\$ 100.00
Signage	See Sign Ordinance
Demolition Permit	\$ 125.00
Renovation Permit	25% Total Construction Cost
Reinspectin Fee	\$ 75.00 per occurrence
Certificate of Occupancy	\$ 85.00
<b>Certificate of Completion</b>	<b>\$ 85.00</b>
Administrative Fee	\$ 35.00
Work Completed without Permits	DOUBLE ALL

*\*Speculative Building Option*

*Reduce Fee by 20% with separate interior build out permits*

***Development Reviews and Inspections***

Land Disturbance >than 1 acre Contact EPD  
City requires proof of EPD permit

*Site Development Reviews*

Concept Plan (Waived if project begins)	\$ 500.00
Commercial Site Plan	\$ 600.00 plus \$10 per acre
Stormwater and Roads	\$ 700.00 plus \$25 per acre
Wall Plan	\$ 250.00 plus \$50 per acre
Water Plan	\$ 300.00 plus \$10 per acre
Sanitary Sewer Plan	\$ 300.00 plus \$10 per acre
Sanitary Swer Downstream Analysis	\$ 1,500.00
Wastewater Pump Station (each)	\$ 1,500.00
Hydraulic Water Model	\$ 1,500.00
Oil and Grease Separator or Grease Trap	\$ 500.00
As-built Water-Sewer Review	\$ 500.00 plus \$10 per acre
As-built Stormwater & Roads Review	\$ 700.00 plus \$25 per acre

*Subdivision Development Reviews*

Concept Plan (Waived if project begins)	\$ 500.00
Preliminary Plat	\$ 500.00 plus \$10 per lot
Stormwater and Roads	\$ 500.00 plus \$20 per lot
Wall Plan	\$ 250.00 plus \$50 per wall
Water Plan	\$ 200.00 plus \$10 per lot
Sanitary Sewer Plan	\$ 200.00 plus \$10 per lot
Sanitary Swer Downstream Analysis	\$ 1,500.00
Wastewater Pump Station (each)	\$ 1,500.00
Hydraulic Water Model	\$ 1,500.00

Final Plat	\$ 400.00 plus \$10 per lot
As-built Water-Sewer Review	\$ 200.00 plus \$10 per lot
As-built Stormwater & Roads Review	\$ 500.00 plus \$20 per lot

*Construction Inspections Fees*

New Street	\$ 0.25 per linear foot
New Sanitary Sewer Line	\$ 0.25 per linear foot
New Water Line	\$ 0.25 per linear foot
New Storm Drain Pipe	\$ 0.25 per linear foot

Work not ready when inspection is requested is subject to a reinspection fee

Preliminary Plat Extension of Time Limit	\$ 0.25 per linear foot of new street
Appeals	\$ 200.00

Garbage Collection Fees

<b>Inside City</b>	<b>\$ 17.00</b> per month
<b>Outside City</b>	<b>\$ 22.50</b> per month
Special Pick- Ups (Request by City Hall required)	varied

**Enterprise Fund Fees FY25**

Water Deposit	\$ 100.00
Late Fee	10% of Balance
Disconnection Fee	50%
Reconnection Fee	\$ 50.00
Broken Meter Box/ Padlock	\$ 50.00
Broken Lid	\$ 25.00
Broken Meter Box	\$ 25.00
Meter Replacement 3/4in or Less	\$ 800.00
<b>Black Box Request (one courtesy check)</b>	<b>\$ 50.00</b>
Admin Fee ( on utility account)	\$ 5.00
Capacity Request Review Fee	\$ 250.00

Inside City Water Rates (per thousand gallons)

First 2,000 gallons	\$ 7.49
2,000-6,000 gallons	\$ 7.94
6,001-9,000 gallons	\$ 11.90
9,001 and over gallons	\$ 15.87

Inside City Sewer Rates (per thousand gallons)

First 2,000 gallons	\$ 11.83
2,000-6,000 gallons	\$ 12.21
6,001-9,000 gallons	\$ 12.60
9,001 and over gallons	\$ 13.15



Outside City Water Rates (per thousand gallons)

First 2,000 gallons	\$	10.48
2,000-6,000 gallons	\$	11.12
6,001-9,000 gallons	\$	16.67
9,001 and over gallons	\$	22.22

Outside City Sewer Rates (per thousand gallons)

First 2,000 gallons	\$	16.56
2,000-6,000 gallons	\$	17.11
6,001-9,000 gallons	\$	17.64
9,001 and over gallons	\$	18.40

**Industrial Sewer Surcharges: Pending approval of Water and Sewer Use Ordinance**

System Connection Fees

<i>Water</i>	Meter Fee	Connection Fee	Installation Fee	Meter Relocation	Account Deposit
3/4in Meter	\$ 800.00	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00	\$ 100.00
1in Meter	\$ 850.00	\$ 1,200.00	\$ 1,250.00	\$ 2,000.00	\$ 100.00
2in Meter	\$ 1,000.00	\$ 3,850.00	\$ 1,250.00	\$ 2,000.00	\$ 500.00
4in Meter	\$ 5,000.00	\$ 24,000.00	Contact City	Contact City	\$ 1,000.00
6in Meter	\$ 12,000.00	\$ 48,000.00	Contact City	Contact City	\$ 1,000.00
8in Meter	\$ 14,000.00	\$ 75,000.00	Contact City	Contact City	\$ 2,000.00

*Sewer*

3/4in Meter	\$ 3,125.00	\$800 Minimum
1in Meter	\$ 3,750.00	\$800 Minimum
2in Meter	Contact City	\$800 Minimum
4in Meter	Contact City	\$800 Minimum
6in Meter	Contact City	Contact City
8in Meter	Contact City	Contact City

\* See Sewer System Asset Fee Schedule

**4% Service fee applied to all card transactions by card processor**



# Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

## RENEWAL TERMS FOR 2024-2025

### **CITY OF BALDWIN**

BA6

P.O. Box 247

Baldwin, GA 30511

#### **Coverage Period:**

May-01-2024 to May-01-2025

Presented by:



201 Pryor Street  
Atlanta, GA 30303

#### **Quote Date:**

4/1/2024

Administered by:

#### **Lockton Companies**

3280 Peachtree Road NE #1000  
Atlanta, GA 30305

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

<b>General Liability and Law Enforcement Liability</b>	<b>Limit of Liability</b>
Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products / Completed Operations	\$2,000,000
Failure to Supply Utilities	\$2,000,000
Fire Legal Liability	\$2,000,000
Law Enforcement Liability	\$2,000,000
General Aggregate	\$10,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$2,000,000
Employee Benefits Aggregate	\$10,000,000
Form	Occurrence
Deductible	\$0

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

### Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

<b>Public Officials / Errors &amp; Omissions Liability</b>	<b>Limit of Liability</b>
Each Wrongful Act or Occurrence	\$2,000,000
Aggregate Limit	\$10,000,000
Form	Occurrence
Deductible	\$2,500

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
  - Mental Anguish
  - Shock
  - Humiliation
- Employment Practices Liability – including coverage for:
  - Libel
  - Slander
  - Defamation
  - Sexual Harassment
  - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

### Disclaimer:

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### Disclaimer:

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

<b>Automobile Liability</b>	<b>Limit of Liability</b>
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$0
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$0

<b>Automobile Physical Damage</b>	<b>Limit of Liability</b>
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

<b>Crime / Fidelity</b>	<b>Limit of Liability</b>
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

**Disclaimer:**

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

Property	Limit of Liability
Total Insured Values	\$18,034,686
Blanket Building & Contents	\$16,699,464
Mobile Equipment	\$1,335,222
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$2,500
Deductible – Mobile Equipment All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$1,000
Deductible – Named Windstorm for Tier 1 Only* <i>* Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.</i>	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$16,699,464
Ordinance or Law Limit	\$16,699,464
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$16,699,464
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$10,000
Deductible	Nil

### Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

## CITY OF BALDWIN

### Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$25,659
Law Enforcement Liability – Before Credit	\$16,366
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$0</i>
Law Enforcement Liability – After Credit	\$16,366
Public Officials Liability	\$15,294
Automobile Liability	\$18,056
Automobile Physical Damage	\$10,741
Property – Buildings & Contents	\$32,870
Mobile Equipment	\$2,250
Police Animal Mortality	\$1,000
Crime / Fidelity	\$1,061
Boiler & Machinery	\$2,852
Uninsured Motorist	\$0
<b>Sub Total</b>	<b>\$126,149</b>
Less Renewal Credit	\$485
<b>Total</b>	<b>\$125,664</b>

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# Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

## CONTRIBUTION PAYMENT TERMS

**CITY OF BALDWIN**

RLFC# BA6

INVOICE NUMBER	346812
EFFECTIVE DATE	05/01/2024
INVOICE AMOUNT	\$125,664
PROPOSAL NUMBER	RBA6-PR2024-1

### PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency  
P.O. Box 105377  
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Georgia Interlocal Risk Management Agency

## Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
<b>City of Baldwin (BA6)</b>	Effective Date	<b>05/01/2024</b>
<b>GENERAL LIABILITY</b>		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$10,758	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$2,759	
PUBLIC UTILITIES - WATER	\$12,142	
REFUSE COLLECTION	\$0	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
<b>GENERAL LIABILITY TOTALS</b>		<b>\$25,659</b>

# Georgia Interlocal Risk Management Agency

## Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown		Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution
Trucks - Van, Pickups, Light Trucks	19	\$127.08	\$2,414.52
Trucks - Medium Weight	3	\$169.44	\$508.32
Trucks - Heavy Weight	3	\$211.80	\$635.40
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00
Trucks - Garbage	0	\$0.00	\$0.00
Trucks - Fire Trucks	6	\$508.31	\$3,049.86
Private Passenger - Fire Cars	0	\$0.00	\$0.00
Private Passenger - Police Cars	10	\$1,144.84	\$11,448.40
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00
Trailers - Semi Trailers	0	\$0.00	\$0.00
Trailers - Trailers	0	\$0.00	\$0.00
Buses - Public Transit Buses	0	\$0.00	\$0.00
Buses - School Buses	0	\$0.00	\$0.00
Motorcycles	0	\$0.00	\$0.00
<b>AUTO LIABILITY TOTALS</b>	<b>41</b>		<b>\$18,057</b>

# Georgia Interlocal Risk Management Agency

## Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown		Contribution Total
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	Number of Vehicles	Contrib Per Vehicle	Total Contribution
Trucks - Van, Pickups, Light Trucks	19	\$133.70	\$2,540.30
Trucks - Medium Weight	3	\$133.70	\$401.10
Trucks - Heavy Weight	3	\$133.70	\$401.10
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00
Trucks - Garbage	0	\$0.00	\$0.00
Trucks - Fire Trucks	6	\$401.09	\$2,406.54
Private Passenger - Fire Cars	0	\$0.00	\$0.00
Private Passenger - Police Cars	10	\$499.15	\$4,991.50
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00
Trailers - Semi Trailers	0	\$0.00	\$0.00
Trailers - Trailers	0	\$0.00	\$0.00
Buses - Public Transit Buses	0	\$0.00	\$0.00
Buses - School Buses	0	\$0.00	\$0.00
Motorcycles	0	\$0.00	\$0.00
<b>PHYSICAL DAMAGE TOTALS</b>	<b>41</b>		<b>\$10,741</b>

# Georgia Interlocal Risk Management Agency

## Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
<b>UNINSURED MOTORIST LIABILITY</b>		<b>\$0</b>
<b>LAW ENFORCEMENT LIABILITY</b>	\$2,045.75 per officer	<b>\$16,366</b>
<b>PUBLIC OFFICIALS LIABILITY</b>		<b>\$15,294</b>
<b>PROPERTY</b> (including Mobile Equipment and Boiler & Machinery)	Values / Rates	<b>\$37,972</b>
Total Insured Value	\$18,034,686	
Rate per \$100 of Value	\$0.2105	
<b>POLICE ANIMALS</b>	\$10,000	<b>\$1,000</b>
<b>CRIME</b>	\$20.40 per employee	<b>\$1,061</b>
<b>TOTAL CONTRIBUTION*</b>		<b>\$126,149</b>

\* Figures may be off by \$1 due to rounding

# Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

## RENEWAL TERMS FOR 2023-2024

### **CITY OF BALDWIN**

BA6

P.O. Box 247

Baldwin, GA 30511

#### **Coverage Period:**

May-01-2023 to May-01-2024

Presented by:



201 Pryor Street  
Atlanta, GA 30303

#### **Quote Date:**

4/3/2023

Administered by:

#### **Lockton Companies**

3280 Peachtree Road NE #250  
Atlanta, GA 30305

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

<b>General Liability and Law Enforcement Liability</b>	<b>Limit of Liability</b>
Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products / Completed Operations	\$2,000,000
Failure to Supply Utilities	\$2,000,000
Fire Legal Liability	\$2,000,000
Law Enforcement Liability	\$2,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$10,000,000
Failure to Supply Utilities Aggregate	\$10,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$2,000,000
Employee Benefits Aggregate	\$10,000,000
Form	Occurrence
Deductible	\$0

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

<b>Public Officials / Errors &amp; Omissions Liability</b>	<b>Limit of Liability</b>
Each Wrongful Act or Occurrence	\$2,000,000
Aggregate Limit	\$10,000,000
Form	Occurrence
Deductible	\$2,500

### Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
  - Mental Anguish
  - Shock
  - Humiliation
- Employment Practices Liability – including coverage for:
  - Libel
  - Slander
  - Defamation
  - Sexual Harassment
  - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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### Disclaimer:

# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

<b>Automobile Liability</b>	<b>Limit of Liability</b>
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$0
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$0

<b>Automobile Physical Damage</b>	<b>Limit of Liability</b>
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

<b>Crime / Fidelity</b>	<b>Limit of Liability</b>
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

Property	Limit of Liability
Total Insured Values	\$16,311,813
Blanket Building & Contents	\$15,123,646
Mobile Equipment	\$1,188,167
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$2,500
Deductible – Mobile Equipment All Perils <i>(Tier 1 Only-All Perils <b>except</b> Named Windstorm)</i>	\$1,000
Deductible – Named Windstorm for Tier 1 Only* <i>* Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.</i>	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$15,123,646
Ordinance or Law Limit	\$15,123,646
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$15,123,646
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$0
Deductible	Nil

### Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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# Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2023-2024

## CITY OF BALDWIN

### Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$18,946
Law Enforcement Liability – Before Credit	\$9,173
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$0</i>
Law Enforcement Liability – After Credit	\$9,173
Public Officials Liability	\$15,906
Automobile Liability	\$24,150
Automobile Physical Damage	\$8,834
Property – Buildings & Contents	\$24,838
Mobile Equipment	\$1,616
Police Animal Mortality	\$0
Crime / Fidelity	\$1,022
Boiler & Machinery	\$2,583
Uninsured Motorist	\$0
<b>Sub Total</b>	<b>\$107,068</b>
Less Renewal Credit	\$0
<b>Total</b>	<b>\$107,068</b>

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