



Agenda

City Council Meeting

August 14th, 2023
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Consent Agenda

- a. Approval of Minutes: Council Meeting 07/24/2023 and Work Session 08/08/23.

Citizen Comment

Public Hearings

Razzetto SUP Ordinance [#2023-07127Z](#)

Reports

Water/Wastewater Project Updates

Old Business

1. Consideration/Approval of Cemetery Regulations
2. Consideration/Approval of 2nd Reading of Razzetto SUP Ordinance [#2023-07127Z](#)
3. Consideration/Approval of FY24 Budget Resolution [#2023-06126R](#)
4. Consideration/Approval of Reauthorizing Special Election Resolution [#2023-07129R](#)

New Business

5. Consideration/Approval of Lift Station Sewer Pump Replacements
6. Consideration/Approval of Light Street Water Tank Funding
7. Consideration/Approval of City Clerk Appointment
8. Discussion of Chitwood Development Zoning

Executive Session

Announcements

- a. Join us for our first ever Movie In the Market on August 25th at 7:30 pm! Bring your chairs and blankets to the Baldwin Farmers' Market for a free screening of The Super Mario Bros. Movie. Light concessions will be available with all proceeds going to our "Shop With a Hero" program!
- b. The City of Baldwin is now 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



Cemetery Rules & Regulations

Office of the City Clerk

P. O. Box 247

186 Hwy 441 Bypass, Baldwin, GA 30511

Statement of Policy:

The Rules and Regulations for Baldwin City Cemetery are reviewed and approved by the Baldwin City Council to govern the operations and functions of the Baldwin Cemetery. These rules and regulations were created in order to maintain the Cemetery in a condition wherein individual solace and memory may be sought and to accommodate, to the greatest degree possible, the memorial intent of those who care for the interred.

The Cemetery is not one of perpetual care and the City of Baldwin is under no obligation to maintain any set standard for its care and upkeep. The City does, however, endeavor to provide general maintenance and care to the Cemetery in keeping with its purpose of the reverent interment of the dead.

The City shall not be held liable for errors or damages which may occur from misinterpretation of telephone instructions from lot owners, their legal representatives, or funeral directors acting on behalf of the owner or their heirs.

The City has the right to change, modify, or re-plate any part of the Cemetery. Cemetery patrons who have questions or concerns may contact Baldwin City Hall at 706-778-6341.

Map and Development Plans

City maintains a cemetery map and development plan defining available, purchased, and occupied cemetery lots, as well as future development.

The Mayor and City Council shall establish rules and regulations for the use of the Baldwin Cemetery relating to:

- Subdividing the Cemetery into lots,
- Capacity of each lot,
- Location of graves, and
- Types of plants, monuments, and markers permitted for the proper and most attractive development of the City Cemetery.

Said rules shall be kept in the office of the City Clerk and are available to the public.

Entry to Cemetery

Visitors to the cemetery enter at their own risk. While every effort is made to ensure the safety of the public, cemeteries can be dangerous places due to uneven ground, unstable headstones, etc. Members of the public should not go near open excavations or soil heaps, as the ground is unstable. The City is not liable for any injuries sustained while visiting the Cemetery. It shall be unlawful for any person to be on the premises of the Cemetery between the hours of sunset and the following sunrise.

Notification Required for Grave Digging

It shall be unlawful for any person to dig a grave in the Baldwin Cemetery without first notifying the City Clerk or Chief Administrative Officer during normal business hours within 24 hours of digging at the site. Failure to notify could result in a fine.

Notice of Interment

A written Notice of Interment and appropriate payment must be delivered to Baldwin City Hall as soon as possible prior to any interment in any grave. All funeral home directors should contact City Hall in sufficient time to ensure that our records reflect the information given to them and to make sure full payment was made for the burial site.

Baldwin City Hall is open Monday – Friday, 8:30 am – 4:30 pm and is closed on weekends and the following official City Holidays:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friay, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Human Burials Only

Only the remains of human beings shall be buried at Baldwin Cemetery.

Rules for Interment

No deceased person shall be interred in the Baldwin Cemetery until it has been verified that:

1. The lot in which burial is to be made has been paid in full.
2. The person arranging for such burial has the right to the use of such lot.
3. Such lot is not used beyond its capacity.
4. Proper record is made of the name and age of the deceased person and of the exact location of the grave.

6. All caskets must be in vaults.

Exhumation Notification Required

No person shall exhume or remove any corpse from the Baldwin Cemetery without written notice to the Chief Administrative Officer and City Clerk, a court order authorizing exhumation, and a notice from the county coroner. Any exhumations must be conducted in the presence of the coroner (or respective agent) and a city official.

Purchasing Cemetery Lots

Any person desiring to purchase lots in Baldwin Cemetery may contact City Hall by phone at 706-778-6341. All lots shall be sold subject to the rules and regulations now in force or which may be adopted. Such lots shall be used for no other purpose than the burial of human remains.

All 5' x 10' burial plots currently cost \$600.00 each and these plots are only available in

the new section of Baldwin Cemetery. There are currently no plots available for purchase in the old section of the Baldwin Cemetery.

Only one body shall be buried in any one grave space. Cemetery deeds for a grave space, however, may be equally divided into two 5' x 5' grave spaces to allow for the burial of cremation urns. Only one urn may be buried in each 5' x 5' grave space.

Restrictions

The planting of flowers, trees, shrubs, or any other effort to improve or beautify any lot within the Baldwin Cemetery shall not be allowed. No signs, notices, or advertisements of any kind shall be allowed in the cemetery, except those by the City.

All remains to be buried shall be placed in a coffin or casket that meets all State of Georgia requirements. Said coffin or casket shall then be placed in a rigid outer receptacle made of metal, concrete, fiberglass, plastic, or similar water-resistant material. The City maintains the right to approve all outer receptacles to be used in the cemetery.

Removal of Trees and Shrubbery

If any tree or shrub (by means of its roots or branches) becomes detrimental in any way to the adjoining lot, avenue, or walk, it shall be the duty and privilege of the City of Baldwin to enter the lot and remove the tree(s), shrub(s), or any part thereof. No tree growing in any lot or border shall be pruned or removed without the consent of the City of Baldwin.

Authority to Remove Items

The City of Baldwin shall have the authority to remove all flowers, weeds, trees, shrubs, or other plants of any kind from the Cemetery in the event they become unsightly, dangerous, detrimental, or diseased as determined by the Chief Administrative Officer. The City shall not be liable for damage to floral pieces, baskets, or picture frames in/to which floral pieces are attached.

Improvements or Alterations

It shall be unlawful for any person to build or erect any wall, coping, or curbing around or on any lot in the Baldwin Cemetery without first obtaining written permission from the City at least 24 hours prior to its installation. The form requesting coping around a cemetery lot may be obtained at City Hall or by calling 706-778-6341. The measurements and corners of the cemetery lot must be verified by the City Clerk or Chief Administrative Officer before permission is granted to the lot owner or their heir(s) to erect any coping or similar improvement.

Written consent from the City Clerk or Chief Administrative Officer is required for any other improvements or alterations of deeded lots within the Cemetery. Such improvements or alterations are subject to the satisfaction and approval of the City upon completion. The City of Baldwin reserves the right, at the expense of the lot owner, to remove or change improvements made without the City's written approval or in the event that the improvements become unsightly in the City's judgement.

Malicious Intent

It shall be unlawful for any person do the following:

1. Disturb any grave.
2. Deface, disturb, or remove any monument or marker/ornament from any grave.
3. Destroy or damage any tree, shrub, or flowers planted or placed within the Cemetery.
4. Commit any other trespass within the cemetery.
5. Be on the Cemetery premises from sunset to the following sunrise.

Those found in violation shall be fully prosecuted.

Cemetery Care

The responsibility of Baldwin Cemetery's general care is assumed by the City of Baldwin, including the cutting of grass at reasonable intervals, raking and cleaning of the grounds, and pruning shrubs and trees placed by the City. General care provided by the City shall not include the maintenance, repair, or replacement of any marker, monument, or memorial. The City shall not be responsible for any special work in the Cemetery, including but not limited to, any work caused by the impoverishment of the soil or reconstruction of any marble or granite work within the Cemetery.

Family Plots Inalienable

Reversion to City. Whenever an interment of the remains of a member or a relative of a member of the family of the record owner, or the remains of the record owner, is made in a plot transferred by deed or certificate of ownership to an individual owner and the owner dies without making disposition of the plot either in their will by a specific device, or by a written declaration filed and recorded in the office of the City Clerk, the cemetery plot thereby becomes inalienable and shall be held as the family plot of the owner, with title to the same reverting to the City for protection of those who may be interred therein.

Right to burial without consent. In a family plot, one grave, niche, or crypt may be used for the owner's interment; one for the owner's surviving spouse, if any, who by law has a right of interment in it; and in those remaining, if any, the parents and children of the deceased owner, in order of death, may be interred without the consent of any person claiming any interest in the plot.

Order of right of interment. If no parent or child survives, the right of interment goes in the order of death, first, to the spouse of any child of the record owner, and second, in the order of death, to the next heir at law of the owner or the spouse of any heir at law.

Interment right waived in favor of other relatives. Any surviving spouse, parent, child, or heir with the right of interment in a family plot may waive such right in favor of any other relative, or spouse of a relative, of either deceased owner or of their spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

No conveyance or other action of the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.

Plots with Multiple Owners/Designated Owner

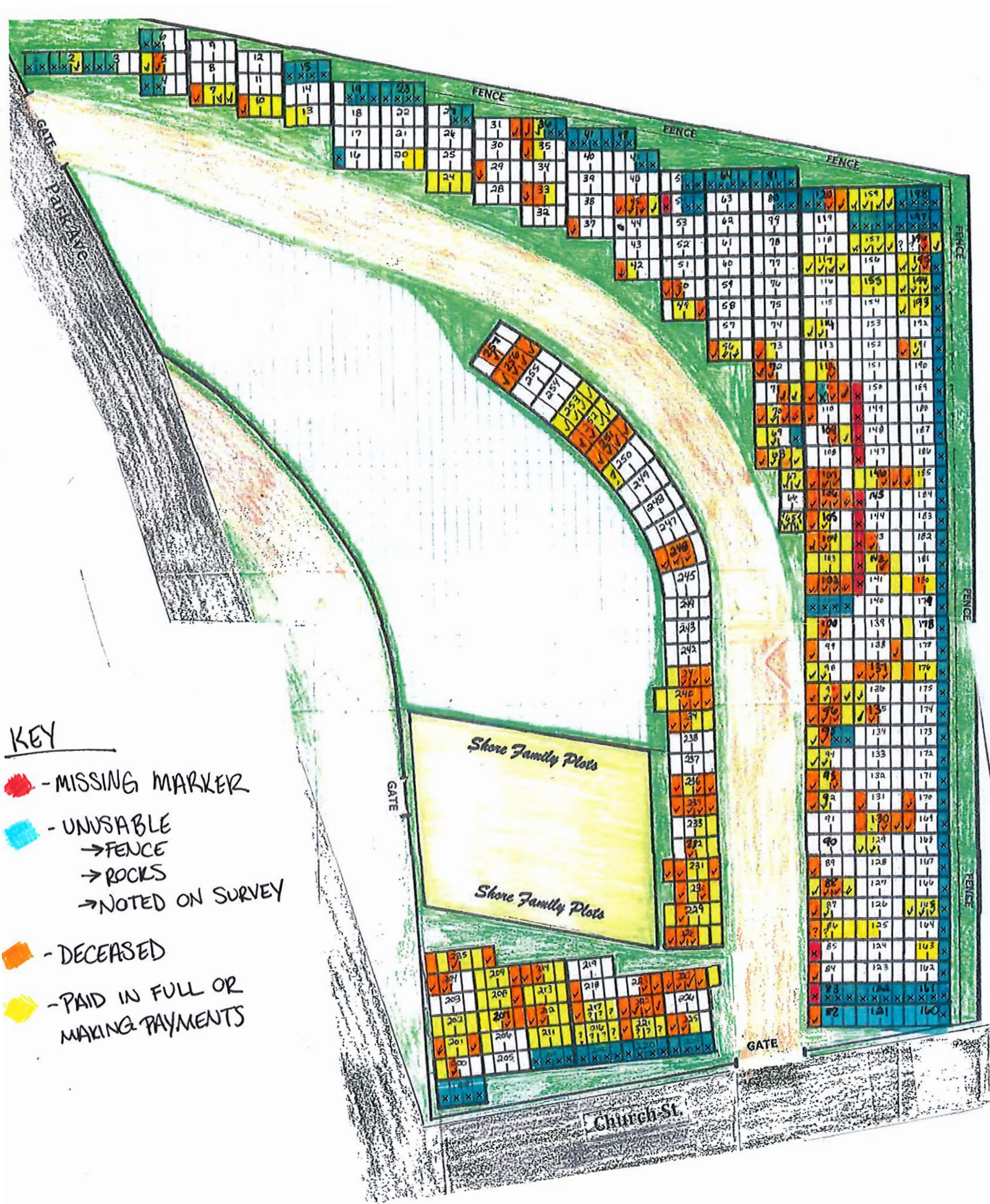
If a cemetery plot has several owners of the rights of interment, they may designate one or more persons to represent the plot, lot, or space and file written notice of designation with the City Clerk. In the absence of such notice or of written objection to its so doing, the City is not liable to any owner for interring or permitting an interment or refusing an interment in the plot upon the request or direction of any co-owners of the plot.

Cope of Vested Right

No vested right of interment gives to any person the right to have their remains interred in any interment space in which the remains of any deceased having a prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space.

Delay of Interment, Liability, and Right of the City

The City shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations are not in compliance. The City reserves the right, under such circumstances, to place the body in a funeral home or a receiving vault until the full rights have been determined. The City may require any protest to be in writing and to be filed in the office of the City Clerk.



- KEY**
- - MISSING MARKER
 - - UNUSABLE
 - FENCE
 - ROCKS
 - NOTED ON SURVEY
 - - DECEASED
 - - PAID IN FULL OR MAKING PAYMENTS

UPDATED 8/7/23



6/5/2023

Date Received

Application for Variance or Zoning Change

Application Creation Date 6/5/2023

First Reading Date _____

Published Date _____

Second Reading Date _____

Applicant Information

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

Property Owner Information

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

Status of Applicant

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

Variance Request(s)

Describe Type Variance(s) Requested	
Vary From	
Vary To	

Zoning Information

Current Zoning Classification(s)
Residential - 1

Parcel Information

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

Fee Information

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

Supporting Documents Required

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

Method of Payment

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

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

Signature of Applicant _____

Date 6/5/2023

Application Taken By _____

Date 6/5/2023

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

Signature of Applicant _____

Date _____

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

APPLICANT'S CERTIFICATION

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

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

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

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

- (1) _____
(Name and official position of the City Council Member and/or Planning or Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made)
- (2) Amount: \$ _____ Date: _____

PUBLIC NOTICE REQUIREMENTS

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

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

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

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

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

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

Signature of Applicant



Date

6/5/2023

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

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

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

NOTARY PUBLIC CERTIFICATION

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

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

[Handwritten Signature]

 Signature of Owner

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

[Handwritten Signature]

 Notary Public

[Handwritten Date]

 Date



Please describe briefly your reason for requesting this variance:

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant	MARY RAZZETTO
Applicant's Address	382 Mallard Pond Cir ALTO, GA
City / State / Zip Code	30510
Applicant's Phone Number	678-267-5328
Applicant's Cell Phone Number	678-267-3328
Print Applicant's name	MARY RAZZETTO

NOTARY PUBLIC CERTIFICATION

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

NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following

[Handwritten Signature]

 Signature of Applicant

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

[Handwritten Signature]

 Notary Public
[Handwritten Date]

 Date



STATEMENT OF HARDSHIP

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

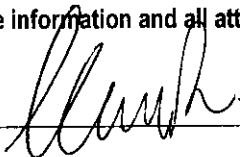
Describe how each situation listed below relates to your application.

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

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

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

Signature of Applicant



Date

6/5/2023

FIRST READING: 07/10/2023

PUBLISHED: 07/15/2023

ZONING HEARING: 08/08/2023

PASSED: 08/14/2023

AN ORDINANCE NO. 23-07127Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY GRANTING A SPECIAL USE PERMIT TO ALLOW AN IN-HOME DAYCARE TO ALL THAT TRACT(S) OR PARCEL(S) OF LAND OWNED BY MARY RAZZETTO, AND BEING 382 MALLARD POND CIRCLE WITHIN HABERSHAM COUNTY, GEORGIA AND BEING RECORDED AT PLAT BOOK 53 AND PAGE 209 OF THE HABERSHAM COUNTY DEED RECORDS WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND CURRENTLY ZONED AS SINGLE-FAMILY RESIDENTIAL (R-1), 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 located within the City of Baldwin shall be zoned and so designated on the zoning map of the City of Baldwin as Single-Family Residential (R-1) District with the following Special Use Permit:

Conditional Use Allowed:

- (1) In-Home Daycare

31 Conditions:

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

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

34 Legal Description:

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

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

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

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

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

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

49 **Section 5. EFFECTIVE DATE.**

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

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

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BALDWIN CITY COUNCIL

By: _____
Acting Mayor Alice Venter

Council Member Theron Ayers

Council Member Larry Lewallen

Council Member Maarten Venter

Attest:

Emily Woodmaster
CAO, City Clerk

DRAFT

PASSED: _____

A RESOLUTION NO. 2023-06126R

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BALDWIN, GEORGIA TO ADOPT A BUDGET FOR THE GENERAL OPERATING FUND AND THE ENTERPRISE FUND FOR THE CITY FOR THE CALENDAR YEAR 2024 AND FOR THE FISCAL YEAR OF 2023-2024; TO ADOPT THE BUDGETS ATTACHED TO THIS RESOLUTION AND INCORPORATED BY REFERENCE HEREOF INTO THIS RESOLUTION AND WITH SAID BUDGET FOR THE GENERAL FUND AND THE ENTERPRISE FUND INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2024 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF THE CITY OF BALDWIN FROM AMENDING ITS BUDGET DURING THE 2024 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 1-3 of the Baldwin City Charter, the City has adopted a fiscal year beginning July 1 and ending June 30 of the following year;

WHEREAS, O.C.G.A. §36-81-3 provides that the governing authority of each local government shall adopt and operate under an annual balanced budget for the General Operating Fund and the Enterprise Fund of the entity;

WHEREAS, the City Council does hereby desire to adopt a General Operating Fund budget and Enterprise Fund budget by this resolution for the calendar year of 2024 and the fiscal year of 2024; and

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE ABOVE-REFERENCED AUTHORITY, as follows:

SECTION 1. BUDGET FOR THE GENERAL OPERATING FUND AND ENTERPRISE FUND OF THE CITY OF BALDWIN.

The City Council of the City of Baldwin, Georgia, as the governing authority of the City, does hereby adopt a balanced budget for the General Operating Fund and Enterprise Fund of the City for the calendar year of 2024 and the fiscal year of 2024, and being as more specifically described by the attached ledger sheets comprising the budgets, and which indicate the following:

- (1) Administration, operation and maintenance expenses of each department or office of the City;
- (2) Interest and debt redemption charges;
- (3) Proposed capital expenditures, detailed by departments and offices when practicable;
- (4) Cash deficits of the preceding year;
- (5) Contingent expenses; and
- (6) Such reserves as may be deemed advisable by the City Council;

and which are all incorporated by reference into this budget resolution and comprising the budget for the on-coming fiscal year.

SECTION 2. BALANCED BUDGET.

As indicated by the incorporated budget, the proposed budget for fiscal year 2024 is balanced in that the sum of estimated revenues and appropriated fund balances is equal to appropriations, and in accordance with O.C.G.A. § 36-81-3(b)(3).

SECTION 3. AMENDMENT TO THE BUDGET.

Nothing within this budget resolution shall preclude the City Council of the City of Baldwin, Georgia from amending its budget for the 2024 fiscal year so as to adapt to changing governmental needs during the budget period, being said fiscal year for the City of Baldwin. The City Council of the City of Baldwin retains full and complete authority to amend said budget at

any time during the budget period due to a change in anticipated revenues or through a transfer of appropriations among departments, so long as said budget amendments are approved by the City Council of the City of Baldwin. All changes in the budget, budget appropriations, or transfers of appropriations within the departments of the City of Baldwin, Georgia shall be in accordance with such policies as are adopted by the City Council of the City of Baldwin, Georgia.

SO RESOLVED this 30th day of June 2023.

BALDWIN CITY COUNCIL

By: _____
Acting Mayor Alice Venter

Council Member Maarten Venter

Council Member Theron Ayers

Council Member Larry Lewallen

Attest:

Council Member Stephanie Almagno

Emily Woodmaster
City Clerk, CAO

STATE OF GEORGIA

COUNTY OF HABERSHAM

RESOLUTION #2023-07129R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BALDWIN TO CALL AND AUTHORIZE A SPECIAL ELECTION TO FILL THE VACANT SEAT FOR MAYOR OF THE BALDWIN CITY COUNCIL; TO FIX AND PUBLISH QUALIFYING DATES AND FEES; AND FOR OTHER PURPOSES

WHEREAS on February 7, 2023, Mayor Joe Elam resigned from his seat on the Baldwin City Council, Mayor, effective immediately; and

WHEREAS on February 7, 2023, Baldwin City Council voted Council Member Alice Venter, Post 5, to serve as acting mayor under Section 215 of the City's Charter; and

WHEREAS Section 5-3 of the City's Charter provides that a vacancy in the office of a council member shall be filled for the balance of the unexpired term by a special election if such vacancy occurs more than 90 days prior to the expiration of the term of that office; and

WHEREAS the term of office for Mayor of the Baldwin City Council is set to expire on December 31, 2025; and

WHEREAS pursuant to O.C.G.A. § 21-2-131 (a) (1) (A), the City Council shall fix and publish a qualifying fee for each municipal office in the amount of three percent (3%) of the total gross salary of the said office paid in the preceding calendar year; and

WHEREAS pursuant to O.C.G.A. § 21-2-132 (c) (3), each candidate for a nonpartisan municipal office shall file a notice of candidacy in the office of the Baldwin City Clerk during the qualifying period as set by the City; and

WHEREAS pursuant to O.C.G.A. § 21-2-540 (c) (1) (A), in odd-numbered years, a special election may be held the third Tuesday in March; and

WHEREAS the Acting Mayor and remaining Council Members of the Baldwin City Council wish to call for said special election and set the qualifying requirements as allowed by law.

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

1.

The City of Baldwin, Georgia Special Election is hereby called in order to fill the vacancy for the balance of the unexpired term of Mayor Seat of the Baldwin City Council.

2.

Said Special Election shall be held on Tuesday, November 7, 2023.

3.

The qualifying period for each candidate to file a notice of candidacy regarding said Special Election shall be Monday, August 21, 2023 through and including Friday, August 25, 2023, between the hours of 8:30 a.m. and 4:30 p.m. (except for a one hour lunch break beginning at 1:00 p.m. each day), except that qualifying will end at 12:00 noon on August 25, 2023.

4.

Notices of candidacy regarding said Special Election shall be filed with the Baldwin municipal superintendent, Habersham County Elections & Voter Registration at 130 Jacob's Way, Suite 101, Clarkesville, Georgia, 30523, and candidates must meet the qualifications as set forth in the Charter of the City of Baldwin, Georgia, as well as all other applicable laws.

5.

The qualifying fee will be \$35.00.

6.

Pursuant to Section 5-1(2) of the Baldwin City Charter, elections for Mayor and Council members shall be by plurality vote. ~~In the event no candidate receives a majority of the votes cast in said Special Election, a Run-off Election shall be held on Tuesday, December 5, 2023, between the candidates receiving the two highest number of votes cast.~~

Swood
8/1/2023

7.

The Elections Superintendent for Habersham County is hereby authorized and directed to

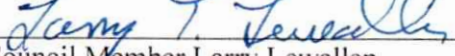
execute all necessary documents to call and proceed with said Special Election.

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

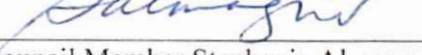
Adopted and approved this 24th day of July, 2023.

BALDWIN CITY COUNCIL

By: 
Acting Mayor, Alice Venter

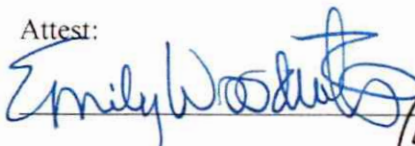
By: 
Council Member Larry Lewallen

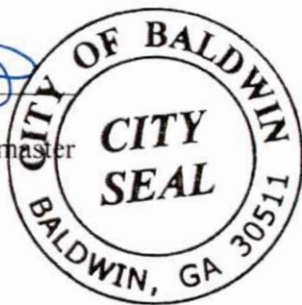
By: 
Council Member Theron Ayers

By: 
Council Member Stephanie Almagno

By: 
Council Member Maarten Venter

Attest:


City Clerk, CAO Emily Woodmaster



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

Emily Woodmaster, City Clerk CAO
Bubba Samuels, City Attorney

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

Council Action Form

Meeting Date: 08/08/2023

Submitted By: Scott Barnhart

Agenda Item: Item #2: Replacement of Lift Station Sewer Pumps

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

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

Background (Includes description, background, and justification)

(2) NEW LIFT STATION Sewer Pumps To Replace (2) Failed Pumps.
@ PRISON LIFT STATION

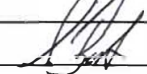
Budgeting & Financial Impact (Included project costs and funding sources)

SEWER System CONNECTION FEES

Capital Asset Cost \$225,000 Useful Life 10 Years
NOT TO EXCEED IN CLERKS LABOUR & PUMPS.

Staff Recommendation (Include possible options for consideration)

REPLACE PUMPS ASAP

Department Head Approval  Date 8/8/23

City Attorney Approval _____ Date _____

City Clerk, CAO Approval  Date 8/8/2023

Council Denial _____
Council Tabled Until _____
Council Approval _____



August 14, 2023

Mr. Scott Barnhart, Public Works Director
City of Baldwin

RE: LASP Lift Station Pump Replacement(s)

Dear Scott:

As per our previous conversations, the existing 88hp pumps at LASP Lift Station are obsolete. Please find replacement details below.

Flygt offers two options as follows:

1. Replacement of 88hp with 105hp to match performance curve.
Cost based on Baldwin purchasing directly from Flygt would be \$188,649.44
12-14 weeks lead time
(Reference Flygt details attached)
2. Replacement of 88hp with 85hp. Please note: This option will be below performance curve of existing design.
Cost based on Baldwin purchasing directly from Flygt would be \$139,453.16
12-14 weeks lead time
(Reference Flygt details attached)

Keen offers a crossover pump option as follows:

1. Replacement of 88hp with 100hp to match performance curve.
This option will adapt to the existing guiderail system.
MPE can furnish this pump installed in the amount of \$44,890.00 per pump.
6-7 weeks lead time
(Reference Keen details attached)

Keen products are manufactured in the USA located in Ashland, Ohio.

Please let me know if you have any questions or need any additional information.

Sincerely,

Rick Barron

Rick Barron



**Xylem Water Solutions USA, Inc.
Flygt Products**

August 8, 2023

Mechanical Plumbing Electrical Services
PO Box 579
Demorest GA 30535

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

Quote # 2023-ATL-0476
Project Name: Baldwin, City of
Job Name: Baldwin

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Part Number	Description
2	3301.185-0113	Flygt Model NP-3301.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

SERVICES

Qty	Part Number	Description
1	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000

Total Price \$ 132,396.16

Freight Charge \$ 7,057.00

Total Price \$ 139,453.16

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report



damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.

Validity: This Quote is valid for sixty (60) days.

Terms of delivery: PP/Add Order Position

Time of delivery: Approximately 12–14 working weeks after receipt of approved submittals.

Terms of Payment: 90% N60 after invoice date; 10% NTE 120 after initial invoice date.

Terms & Conditions:

TERMS AND CONDITIONS OF SALE - NORTH AMERICA Page 1 of 3 (January 2015)

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.



Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7.Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall

TERMS AND CONDITIONS OF SALE - NORTH AMERICA Page 2 of 3 (January 2015)

constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8.Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9.Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10.Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11.Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.



Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm.

TERMS AND CONDITIONS

OF SALE - NORTH

AMERICA Page 3 of 3

(January 2015)

Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for startup supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.



21. **Waiver.** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. **Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

David Johnson
Sales Representative
Phone: 770-932-4320
Cell: 678-367-8466
david.johnson@xylem.com





*Xylem Water Solutions USA, Inc.
Flygt Products*



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-ATL-0476
Customer Name: Mechanical Plumbing Electrical Services
Job Name: Baldwin
Total Amount: \$ 132,396.16
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





**Xylem Water Solutions USA, Inc.
Flygt Products**

August 7, 2023

Mechanical Plumbing Electrical Services
PO Box 579
Demorest GA 30535

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

Quote # 2023-ATL-0595
Project Name: Baldwin, City of
Job Name: Baldwin Lee Arrendale

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMP

Qty	Part Number	Description
2	3301.820-0071	Flygt Model NP-3301.820 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 105 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

SERVICES

Qty	Part Number	Description
1	14-69 00 09	START UP CHARGE FLYGT 1-TP MODELS: 3000,7000,8000
1	14-69 00 17A	PMA,FLYGT GOLD,NO TAX TP+ MODELS: 3000,7000,8000

Total Price \$ 179,098.44

Freight Charge \$ 9,551.00

Total Price \$ 188,649.44

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver



advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.

Validity: This Quote is valid for sixty (60) days.

Terms of delivery: PP/Add Order Position

Time of delivery: Approximately 12–14 working weeks after receipt of approved submittals.

Terms of Payment: 90% N60 after invoice date; 10% NTE 120 after initial invoice date.

Terms & Conditions:

TERMS AND CONDITIONS OF SALE - NORTH AMERICA Page 1 of 3 (January 2015)

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are FCA; Origin (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation unless otherwise specified. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from the invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. All shipments will be made FCA; Origin, unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Upon delivery to the common carrier, title and the risk of loss for the material shall pass to Buyer. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though goods had been delivered in accordance with the order.



Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

7.Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever shall occur first, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty; provided, however, that under either option, Seller shall not be obligated to remove the defective product or install the replaced or repaired product and Buyer shall be responsible for all other costs, including, but not limited to, service costs, shipping fees and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall

TERMS AND CONDITIONS OF SALE - NORTH AMERICA Page 2 of 3 (January 2015)

constitute a waiver of its rights and render all warranties void. Any parts repaired or replaced under the Warranty are warranted only for the balance of the warranty period on the parts that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

9.Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10.Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11.Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.



Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm.

TERMS AND CONDITIONS

OF SALE - NORTH

AMERICA Page 3 of 3

(January 2015)

Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for startup supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.

19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorized repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SELLER'S OFFICE TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.



21. **Waiver.** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.

22. **Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



David Johnson
Sales Representative
Phone: 770-932-4320
Cell: 678-367-8466
david.johnson@xylem.com

Kirsten Royals
Senior Technical Inside Sales III
Phone: 678-804-5692
Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321





*Xylem Water Solutions USA, Inc.
Flygt Products*



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Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-ATL-0595
Customer Name: Mechanical Plumbing Electrical Services
Job Name: Baldwin Lee Arrendale
Total Amount: \$ 179,098.44
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)
Company/Utility: _____ PO: _____
Address: _____ Date: _____

Phone: _____

Email: _____

Fax: _____



K4VK

4" Submersible, Enclosed Impeller

Optional:
All Stainless
Steel Construction



CERAMIC COATED VORTEX IMPELLER

- Superior Abrasion Resistance
- Allows The Pump To Operate Better In Any Pressure Or Flow Condition

CERAMIC COATED VOLUTE

- Holds Up to Wear On Inside of Volute Casting Case

STANDARD MOTOR CONSTRUCTION

- Class H Laminations (Standard)

MOTOR GROUND RING PROTECTION

- Allows Motor To Operate With VFD Without Damaging Bearings and Motor
- Ground Ring Safely Diverts Harmful Voltages Away From Bearings

DOUBLE ROW LOWER BEARINGS

- Heavy Duty Bearings Handle The Toughest Applications of High Pressure and Flow Rates

BEST MOTOR CONSTRUCTION

- Class "N" (392° F) Highest Temperature
- Motor Will Not Overheat In Continuous Applications

CAPABILITIES:

- Flows----- to 2060 GPM
- Heads----- to 268 Feet
- HP Range----- 50 - 150 HP
- Voltage / Phase Options----- 460 / 575V, 3 Phase
- Discharge Connections----- 4" ANSI Class 125 Horizontal Flange
- Motor Speeds----- 1750 RPM
- Solids-Handling----- 3"
- Impeller----- Balanced, Enclosed, 2-Vane
- Motor Service Factor----- 1.20

Features and Benefits

K4VK

Keen Pump's Bearing Protection Program



- Keen's Motor Grounding Ring protects the motor from harmful shaft voltages produced by VFD drives.

- Safely conducts the harmful voltages to the grounding ring adding protection for the bearings and extended life.

Double Row Bearings



- Heavy Duty Bearings to handle the toughest performances.

- High Pressures
- High Flows

- Handles both Axial and Radial loads in both directions at the same time.
- Double Row Angular Ball Bearings have two rows of balls arranged back-to-back.

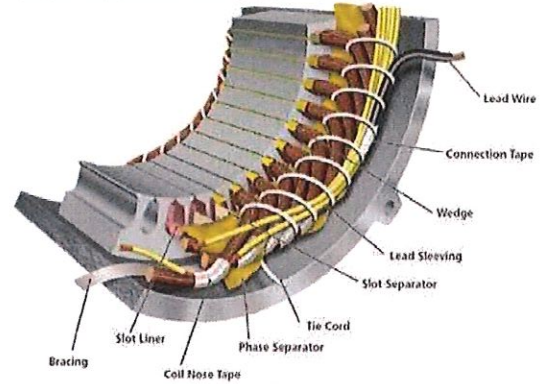


Ceramic Coating

The ultimate indestructible ceramic coated impellers and volutes for Keen's Solids Handling pumps. This allows the pump to operate in any condition without any problems! Impressive sand, grit, abrasion and cavitation resistance!

Heavy Duty Motor

Applications in Electric Motors:



- Introducing New Premium Class "N" Motors for Keen's Large Grinders and Solids Handling pumps.
- Highest temperature construction (200 degree celcius) for motors
- Class "N" Construction is the best in the industry Protects your motor from over heating and provides extended motor life. Motors are operating at higher temperatures due to:
 - Longer run times
 - Motor housing not submerged
 - Continuous

5 Castings

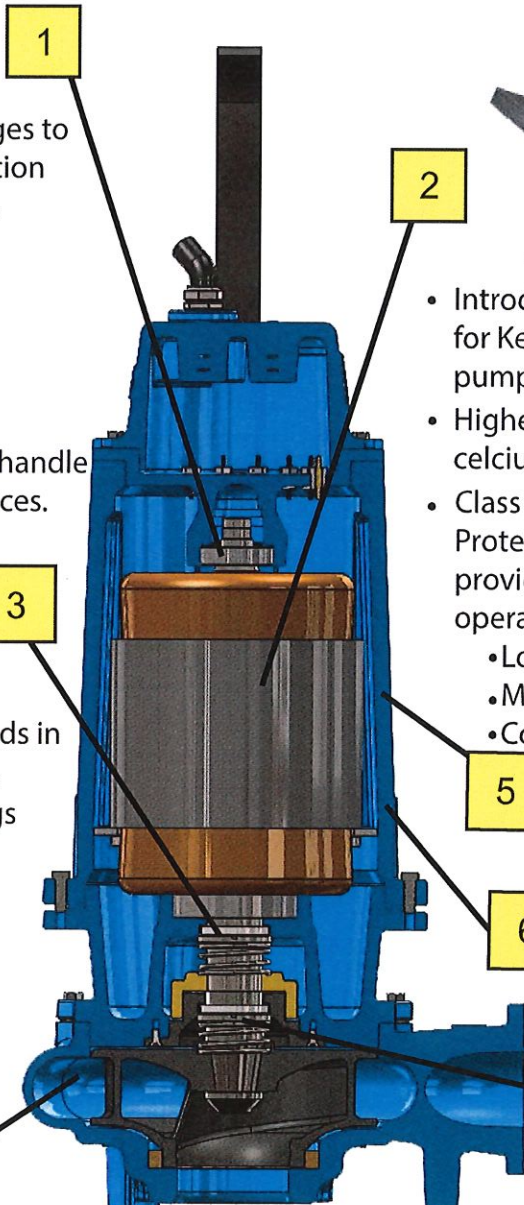
- ASTM - Class 35 high tensile strength castings.

6 Durable Powder Coat Finish

- Holds up to the toughest environmental conditions.

7 Dual Shaft Seals

- Twice the protection quality silicon carbide faces, viton elastomers, stainless steel construction.



471 US HWY 250 East · Ashland, Ohio 44805
 419.207.9400 fax 419.207.8031
 www.keenpump.com

DWSRF 13-016 Baldwin Draw Summary

	GEFA		Total Combined
Budgeted Funds	\$1,634,000.00	\$300,000.00	\$ 1,934,000.00

Draw #	GEFA Funds	ARC Funds	Total Combined
1	\$ 131,010.72	\$ 22,463.88	\$ 153,474.60
2	\$ 36,720.00	\$ 6,480.00	\$ 43,200.00
3	\$ 109,534.23	\$ 19,329.57	\$ 128,863.80
4	\$ 56,426.40	\$ 9,957.60	\$ 66,384.00
5	\$ 16,595.91	\$ 2,928.69	\$ 19,524.60
6	\$ 66,389.76	\$ 11,715.84	\$ 78,105.60
7	\$ 65,469.40	\$ 11,553.42	\$ 77,022.82
8	\$ 287,479.63	\$ 50,731.70	\$ 338,211.33
9	\$ 247,518.49	\$ 43,679.73	\$ 291,198.22
10	\$ 26,900.57	\$ 4,747.15	\$ 31,647.72
11	\$ 224,709.15	\$ 39,654.56	\$ 264,363.71
12	\$ 67,503.49	\$ 11,912.37	\$ 79,415.86
13	\$ 65,450.00	\$ 11,550.00	\$ 77,000.00
14	\$ 89,431.90	\$ 15,782.10	\$ 105,214.00
15	\$ 30,039.00	\$ 5,301.00	\$ 35,340.00
16	\$ 9,269.25	\$ 1,635.75	\$ 10,905.00
17	\$ 13,707.10	\$ 2,418.90	\$ 16,126.00
18	\$ 44,518.22	\$ 7,856.16	\$ 52,374.38
19	\$ 17,356.02	\$ 14,709.90	\$ 32,065.92
TOTAL	\$ 1,606,029.24	\$ 294,408.32	\$ 1,900,437.56
REMAINING	\$ 27,970.76	\$ 5,591.68	\$ 33,562.44

Final Pay Request

\$ 2,000.00
\$ 232,075.36
\$ 234,075.36

Other Funding

OneGeorgia?			
	City of Baldwin		
\$200,000	\$ 114,643.00	SYSCON	
	\$ 21,000.00	SPLOST VI	
	\$ 33,000.00	SYSCON	

06.22.2021 EMIL Request

Needed Funds	\$ 873,657.58
Less Complete	\$ 672,386.67
	<u>\$ 201,270.91</u>
Less Remaining	<u>\$ 167,708.47</u>

08/17/2023 Final Request

Needed Funds	\$ 234,075.36
Available Funds	\$ 200,708.92
	<u>\$ 33,366.44</u>
Balance Rem.	<u>\$ 33,366.44</u>

March 24, 2023

Emily Woodmaster, City Clerk
City of Baldwin
186 Highway 441
Baldwin, GA 30511-2069

RE: Project Close out Status -Water System Improvements – Water Lines, Tank and Booster
Station
City of Baldwin, Georgia

Dear Emily,

As long awaited, we are in the closing stages of the Water System Improvements Project. All items are installed, and booster pump station and tank are in operation. We are pulling together the final costs and quantities. I wanted to update as to where we are on the final construction costs versus the total GEFA drawdowns thus far.

The final contract totals for each contract are as follows:

1. Phoenix Tank = \$1,087,487.43
2. Griffin Bros.= \$861,484.91
- Total Construction= \$1,948,972.34**

The payments that are yet to be due to the Contractors are as follows:

1. Phoenix Tank = \$2,000
2. Griffin Bros.= \$232,075.36
- 3. Total Construction cost yet due = \$234,075.36**

There have been 18 GEFA draws to date, totaling \$1,868,371.58. Note that in the first Draw #1, the City drew down \$153,474.60 in engineering costs. Since that time, all draws to date have been for construction only.

The total Draws to date total \$1,868,371.58. The total of funds available are as follows:

1. GEFA= \$1,634,000
2. ARC= \$300,000
- Total Funds= \$1,934,000

Hence the funds remaining to apply to the project are the available of \$1,934,000 - \$1,868,371.58 (funds drawn previously) = \$65,628.42.

Hence if the City will need an additional funds as follows:

Funds available =	\$65,628.42
<u>Construction cost yet to pay=</u>	<u>-\$234,075.36</u>
Total additional funds needed =	\$168,446.94

Now in January of 2021 EMI estimated the final additional funds needed would be \$135,642.55 to cover the tank and linework contract. So, this amount of \$168,446.94 is over the previously estimated amount by \$32,804.39. This additional cost is in the line work contract. So, we wanted to provide the causes of the additional funds over the previously estimated amount.

Please keep in mind that the last estimate for additional funds needed was in 2001, and that was indeed an estimate. Since that time, several items have occurred to increase costs. We will list the major elements that influenced this increased cost.

- A. There is a high pressure area along Smoke Rise Drive that is a dead-end 4-inch water line. This area was suspected to EMI prior to construction and communicated to the City as a possible site needing a PRV; however, we were unsure of what the resultant pressures would be with the higher tank and pumps due to unknown piping in the area and unknown headlosses in the piping. During construction, it was determined that the pressures along this road would be too high (over 150 psi) for the older PVC pipe, and hence, EMI recommended an additional pressure reducing valve (PRV) be installed here. We agreed that the contractor could install a new PRV here at the same price as his previous PRV prices provided back in 2019. This is very fair price in that actual material and labor costs are much higher than when quoted 4 years ago. The price was \$19,400.
- B. There was an air release valve (ARV) needed on the 10-inch transmission line between the booster pump station and the tank along the cross-country route. This was on the construction plans and admittedly, EMI did not pick it up in our projections. This cost was \$15,091, which is a fair price.

Items mitigated by EMI to reduce further costs increases:

- C. The contractor installed another air release valve along Airport Road near the Whitfield Funeral home and requested \$13,000 for that installation. This ARV was not on the plans and not required, the contractor installed this for his own use to help bleed air off the line for testing. In short, EMI reduced this cost to \$1,500 as it was not warranted except for the contractor's convenience. None the less, the City will get some use of this installation, thus we recommend a minor payment of \$1,500 at noted.
- D. During construction, the start up of the pump station was significantly delayed due to rocks and other debris in the new pipeline getting lodged in the pump impellers. It has been argued by the contractor that the rocks and debris are in the City's system, not due to installation procedures. In response, a special screen and fittings were fabricated by the pump station manufacturer, Syncroflo, and installed by the contractor. Syncroflo had to make extra trips to the site during this issue as well. This work's value is estimated at

Emily Woodmaster, City Clerk

March 24, 2023

Page 3 of 3

between \$25,000 and \$30,000. There will be no charge for this to the City resulting in avoiding a further increase.

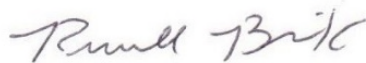
In the end, the current contract value of the line work contract is \$887,452.64. as stated above, the final contract value is \$861,484.91. This will result in a final deduct on this contract of (\$25,967.73).

Attached is a spreadsheet showing the breakout of all GEFA/ARC Draws to date, with the remaining costs to be paid to the contractors illustrating the numbers stated above.

Should the City be agreeable to these figures, EMI will prepare all close out change orders, close out documents, and coordinate with GEFA for any remaining items needed.

As always, should you have any additional questions or concerns, please feel free to contact us at any time.

Sincerely,



Russ Brink, P.E.

Engineering Management, Inc.

CC: Scott Barnhart, PWD
Fletcher Holliday, EMI
Zack Bryan, EMI

FIRST READING 06/08/2020

PUBLISHED 05/22/2020

PASSED 12/14/2020

AN ORDINANCE NO. 20-0654Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY 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:

- (1) The proposed development shall be developed in accordance with the letter of

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

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

(3) The development of this property, in substantial accordance with the preliminary development plan, and in accordance with the final development plan, is subject to the submission of the final development plan by applicant, or applicant’s successor within 3 years from adoption of this ordinance.

1106 of the Baldwin Zoning Ordinance.

Legal Description:

All that tract or parcel of land being approximately 142.63 acres, being Tax Map Parcel 053 029, excluding tract 2 and lying and being in Land Lots 155, 156, 165 and 166 of the 10th Land District of Habersham County, Georgia and more particularly described on annexation survey by Davidson Land Surveying dated 5/18/2020, and which is attached hereto, and incorporated by reference hereof, into this legal description.

Section 2. REPEAL OF CONFLICTING ORDINANCES.

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

Section 3. SEVERABILITY OF PARAGRAPHS.

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

Section 4. AMENDMENT TO THE ZONING MAP.

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

Section 5. EFFECTIVE DATE.

The effective date of the zoning classification imposed by this ordinance shall be on the


later of:

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

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

SO ORDAINED this 14th day of December 2020

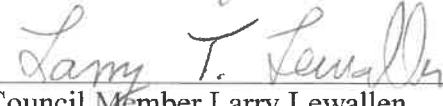
BALDWIN CITY COUNCIL

By: 

Mayor Joe Elam




Council Member Theron Ayers



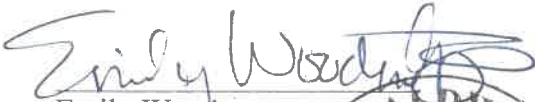
Council Member Larry Lewallen

Council Member Alice Venter



Council Member Stephanie Almagno

Attest:



Emily Woodmaster
City Clerk



Prepared By & Return To:
Hoyte Law Firm
10-S, Brooks St. #3
Cleveland, GA 30528
(706) 521-3600

eFiled & eRecorded
DATE: 12/20/2019
TIME: 3:01 PM
DEED BOOK: 01208
PAGE: 00923 - 00924
TRANSFER TAX: \$0.00
RECORDING FEES: \$12.00
PARTICIPANT ID: 6554512780
CLERK: David C Wall
HABERSHAM County, GA
PT61: 0682019002469

QUITCLAIM DEED
NO TITLE EXAM

THIS INDENTURE, Made the 10th day of December, 2019 between Charlene Kent, as party or parties of the first part, hereinafter called Grantors, and Rochelles-2010, LLC, as party or parties of the second part, hereinafter called Grantees.

WITNESSETH:

Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever quitclaim unto the Grantees all its interest in the following described real estate:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 156 & 165, of the 10th Land District of Habersham County, Georgia, containing 106.204 acres, more or less on a plat of survey prepared by Edwin G. Davidson, R.S. under date of May 24, 2007, recorded in the office of the Clerk of the Superior Court of Habersham County, Georgia, in Plat Book 60, Page 35, to which said plat and the record thereof, reference is hereby made for a more complete description.

LESS & EXCEPT a 0.02 acre portion of the above-described property shown as a cemetery on the plat referred to hereinabove.

This being the same property as described in that Warranty Deed in Lieu of Foreclosure dated 07/22/2011 and recorded 02/29/2012, in Deed Book 980, Pages 848-850, Habersham County, Georgia Deed Records,

[CONTINUED ON FOLLOWING PAGE]

Quitclaim Deed

This Deed is given subject to all easements and restrictions of record and matters shown on the
aforementioned survey.

AND

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 155, 156 & 166, of the
10th Land District of Habersham County, Georgia, containing 39.485 acres, more or less, as shown
on a plat of survey prepared by Edwin G. Davidson, R.S. dated March 31, 2008, recorded in in
Plat Book 61, Page 152, Habersham County, Georgia Deed Records, said plat being incorporated
herein and made a part hereof.

This being the same property as described in that Warranty Deed in Lieu of Foreclosure dated
07/22/2011 and recorded 02/29/2012, in Deed Book 980, Pages 857-859, Habersham County,
Georgia Deed Records.


This Deed is given subject to all easements and restrictions of record and matters shown on the
aforementioned survey.

TOGETHER WITH any and all the rights, privileges, easements, improvements and
appurtenances to the same belonging.


TO HAVE AND TO HOLD the said described premises to Grantees, so that neither
Grantors nor any person or persons claiming under Grantors shall at any time, by any means or
ways, have, claim or demand any right or title to said premises or appurtenances, or any rights
thereof.

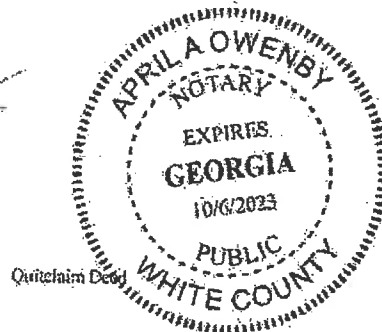
IN WITNESS WHEREOF, Grantor have signed and sealed this deed, the 10th day of
December, 2019.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

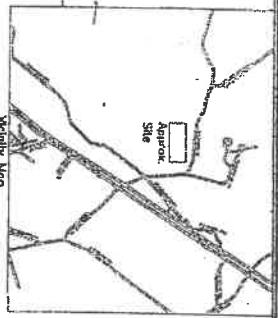
 (SEAL)
Charlene Kent


Notary Public





NOTICE: THIS PLAN IS NOT VALID UNLESS SIGNED AND SEALED BY THE SURVEYOR IN ORIGINAL BLACK INK ON THE STATE FORM.



A PORTION OF THIS PROPERTY IS SHOWN TO BE LOCATED WITHIN A 100 YEAR FLOOD RISK FLOOD HAZARD ZONE LOCATED USING GPS METHOD. DATE: APRIL 2, 1991.

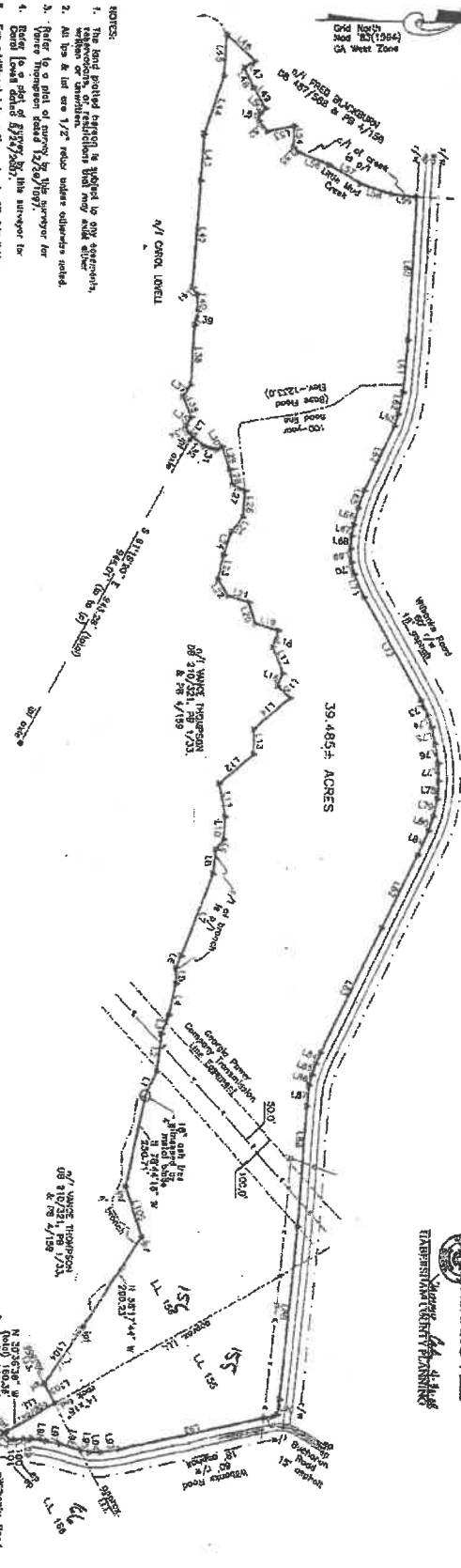
208 MAY - 5 PM - 2:57
Book Page Recorded
David C. Wiers

ABBREVIATIONS
LEGEND
Three standard symbols will be found in the sketch.

APPROVED
DAVIDSON LAND SURVEYING, INC.

- NOTES:
1. The land plotted herein is subject to any mortgages, liens, or other claims...
2. All lots are 1/2 acre...
3. Water is a point of reference...
4. Refer to a plat of survey...
5. For additional information refer to DB 240/282.

Table with columns: Station, Azimuth, Distance, Sine, Cosine, Easting, Northing, etc. It contains detailed survey data for the property boundaries.



THIS PLAN IS FOR THE SOLE AND EXCLUSIVE USE OF THE PARTY NAMED IN THE TITLE BLOCK. ALL OTHERS USE AT THEIR OWN RISK. BOUNDARY SURVEY FOR CAROL LOVELL. DAVIDSON LAND SURVEYING, INC. E.C. (EDDIE) DAVIDSON, P.L.S. 204 S. BROAD ST. CAMDEN, GEORGIA 32003 (706) 754-1969

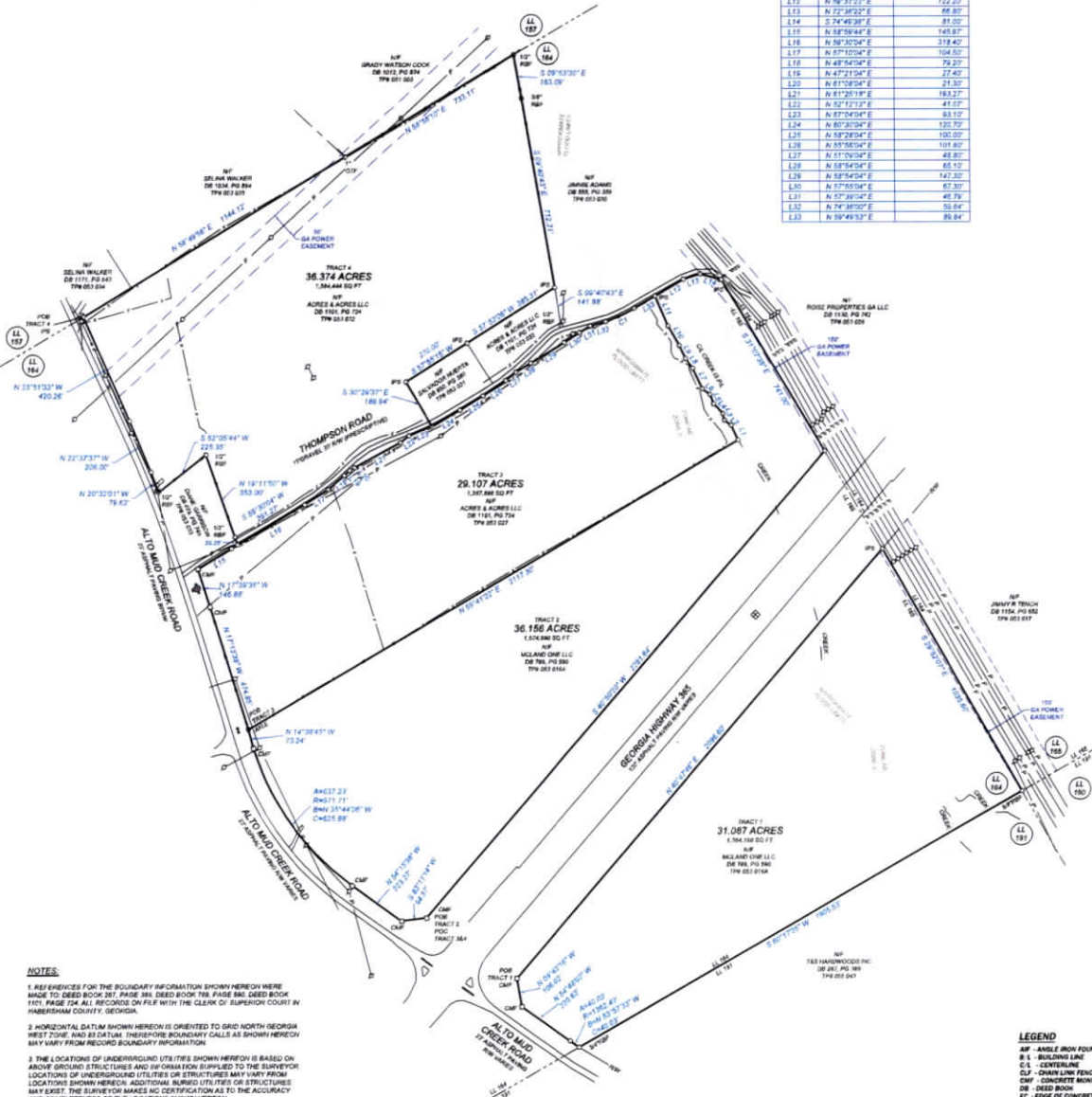
DAVIDSON LAND SURVEYING, INC. E.C. (EDDIE) DAVIDSON, P.L.S. 204 S. BROAD ST. CAMDEN, GEORGIA 32003 (706) 754-1969

TOTAL ACREAGE=132.724 ACRES



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	423.3F	117.3F	117.0F	N 85°12'34"E

LINE	BEARING	DISTANCE
L1	N 24°20'39" W	85.90
L2	N 34°02'38" W	31.50
L3	N 17°25'58" W	25.23
L4	N 43°21'33" W	49.97
L5	N 25°54'38" W	37.30
L6	N 53°31'38" W	35.00
L7	N 24°44'38" W	84.42
L8	N 37°23'38" W	48.87
L9	N 20°15'38" W	53.20
L10	N 28°51'38" W	83.00
L11	N 23°17'38" W	120.50
L12	N 70°13'37" E	122.20
L13	N 77°32'27" E	66.87
L14	S 74°45'38" E	87.50
L15	N 58°38'44" E	145.87
L16	N 58°30'34" E	318.40
L17	N 87°10'34" E	104.50
L18	N 48°44'34" E	79.20
L19	N 47°21'34" E	27.40
L20	N 81°28'34" E	21.30
L21	N 17°20'34" E	183.37
L22	N 52°17'32" E	41.87
L23	N 87°24'34" E	63.10
L24	N 80°20'34" E	125.70
L25	N 88°28'34" E	100.00
L26	N 88°28'34" E	101.80
L27	N 11°20'34" E	48.80
L28	N 88°54'34" E	65.10
L29	N 88°54'34" E	147.30
L30	N 17°20'34" E	62.30
L31	N 57°30'34" E	49.79
L32	N 74°38'30" E	50.84
L33	N 58°49'32" E	89.84



- NOTES:**
1. REFERENCE TO THE BOUNDARY INFORMATION SHOWN HEREON WERE MADE TO DEED BOOK 297 PAGE 381, DEED BOOK 787 PAGE 883, DEED BOOK 787, PAGE 74, ALL RECORDS ON FILE WITH THE CLERK OF SUPERIOR COURT IN HABERSHAM COUNTY, GEORGIA.
 2. HORIZONTAL DATUM SHOWN HEREON IS ORIENTED TO GRID NORTH GEORGIA WEST ZONE, NAD 83 DATUM. THEREFORE BOUNDARY CALLS AS SHOWN HEREON MAY VARY FROM PREVIOUS BOUNDARY INFORMATION.
 3. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.
 4. ALL PROPERTY CORNERS SHOWN WITH IPS (IRON PIN SET) ARE 1/2" REBARs WITH PLASTIC CAP MARKED WITH COA LSP 851894.
 5. THERE WERE NO WETLANDS DELINEATED AT THE TIME OF THIS FIELD SURVEY.
 6. A PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD ZONE AS IDENTIFIED ON FIRM COMMUNITY PANEL NO. 13157C (2780, EFFECTIVE DATE 01/05/2018) AND IS SHOWN HEREON.
 7. NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE SUPPLIED TO THE SURVEYOR. THERE MAY BE OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY.
 8. FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A TRIMBLE S5 TOTAL STATION. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE (1) INCH (25.4 MM) FEET. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 884 FEET AND AN ANGULAR ERROR OF 24 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.
 9. THE LAST DAY OF FIELD WORK WAS DECEMBER 21, 2021.
 10. ALL DISTANCES AND CORNER SPACING AREA CALCULATIONS AS SHOWN ARE HORIZONTAL, HORIZONTAL DISTANCES IN U.S. SURVEY FEET.
 11. THE ROAD RIGHT-OF-WAY SHOWN HEREON IS BASED ON PLATS AND DEEDS.
 12. THIS PROPERTY CONTAINS IMPROVEMENTS NOT SHOWN HEREON.

SURVEYOR'S CERTIFICATE
 THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGE TO ANY REAL PROPERTY SURVIVOR BOUNDARIES. THE PERSONAL INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH ORIGINATE A NEW PARCEL OR PARCELS AND STATE HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY A PERSONAL OPINION OF ANY LEGAL, ADMINISTRATIVE, FINANCIAL, OR COMMERCIAL WORTH OR LIABILITY OF ANY INSTRUMENT OR INSTRUMENTS WHICH THIS PLAT REFERS TO, NOR DOES IT CONSTITUTE AN ENDORSEMENT OR WARRANTY FOR ANY INSTRUMENT OR INSTRUMENTS WHICH THIS PLAT REFERS TO. THIS PLAT COMPLETES WITH THE ANNUAL TECHNICAL SURVEYING FOR PROFESSIONAL SURVEYORS AS SET FORTH IN THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING FOR PROFESSIONAL SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 87-0-24.

GARY S. HAVLY, REGISTERED GEORGIA LAND SURVEYOR #1108 DATE 12/13/2021
 7147 HIGHWAY 112, CORNER, GA 30829
 PHONE: (770) 461-5300

- LEGEND**
- AP - ANGLE IRON FOUND
 - B-L - BUILDING LINE
 - C-L - CENTERLINE
 - CL - CHAIN LINK FENCE
 - CM - CONCRETE MONUMENT FOUND
 - DB - DEED BOOK
 - EC - EDGE OF CONCRETE
 - EF - EDGE OF FRAMEBENT
 - FW - EDGE OF ASPHALT
 - FM - FLOOD INSURANCE RATE MAP
 - IPF - IRON PIN FOUND
 - IPF - IRON PIN SET (L 2" DIA IN YELLOW PLASTIC CAP)
 - IMD - GEORGIA METRIA DISTRICT
 - ISMB - IRON MANHOLE
 - WM - WOOD WIRE FENCE
 - IPW - IRON WIRE FENCE
 - MH - MANHOLE
 - MON - MONUMENT
 - NP - NAIL FOUND
 - N-F - NAIL OR FORMERLY
 - NTS - NOT TO SCALE
 - OTF - OPEN TOP PIPE FOUND
 - PC - PLAT BOOK
 - PL - PLAT
 - P/L - PROPERTY LINE
 - P - POWER LINE
 - P/B - POINT OF BEGINNING
 - PP - PIERCE LINE
 - RF - REFERENCE BAR
 - R-W - RIGHT OF WAY
 - TB - TELEPHONE BOX
 - TPW - 1/2" DIA. PARCEL NUMBER
 - WF - WOOD FENCE
 - WH - WATER HETER
 - WT - WATER WALK
 - WV - WATER WALK
 - WT - WATER WALK



DATE	REVISION NO.	DESCRIPTION	DATE
2021 DEC 21			

DRAWN BY: GSH
 CHECKED BY: JHM
 APPROVED BY: GSH
 PROJECT # 21229

RETRACEMENT SURVEY FOR **A&R HOMES**
 LAND LOT 164 - 10TH DISTRICT
 HABERSHAM COUNTY, GEORGIA

SURVEY PROVIDED BY

EarthPro
 LAND SURVEYING

7147 HIGHWAY 112
 CORNER, GA 30829
 PHONE: (770) 461-5300
 FAX: (770) 461-5320
 EMAIL: GARY@EARTHPRO-SURVEYING.COM
 GEORGIA LICENSE # 1108
 GEORGIA COA LSP 851894

NOTE: SURVEY NOT VALID UNLESS DATED AND SIGNED
 SHEET 1 OF 1

Surveyor Eddie C. Davidson
P.L.S. #2588
328 Bridge St.
Clarksville, Ga. 30523
Phone (706) 754-7498

NOTE: THIS PLAN IS NOT VALID FOR RECORDING PURPOSES UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLACK INK OVER THE STAMP.



In my opinion this plan is a correct representation of the land plotted and has been assessed in conformity with minimum standards and requirements of law.

Surveyor *Eddie C. Davidson*

ABBREVIATIONS

- C/L - CENTERLINE
- OS - ROAD SIDE
- EP - EDGE OF PAVEMENT
- FOG - FLOOD
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET
- L.L. - LAND LOT LINE
- N/P - NORTH OR SOUTHWESTLY
- D/F - DRAIN 100' WIDE
- PL - PLAC ROAD
- P/L - PROPERTY LINE
- R/W - RIGHT-OF-WAY

NOTES:

1. The land plotted herein is subject to any easements, reservations, or restrictions that may exist either written or unwritten.
2. All lots are 1/2" rebar.
3. No right-of-way for Thompson Road (gravel section) was on record. Prescriptive Rights are assumed.
4. Additional Acreage:
 - a. Area within Transmission Line Easement: 4.30± Acres
 - b. Area within utility distribution line easement: 1.87± Acres (assuming 30' easement)
 - c. Area within 100-year flood zone: 24.81± Acres (see flood note)
 - d. Area within stream: 0.66± Acres
 - e. Area within Thompson Road: 0.28± Acres
 - f. Area within cemetery: 0.02± Acres

LEGEND

- These standard symbols will be found in the drawing:
- E—E— ELECTRIC POWER
 - T—T— TELEPHONE
 - ○ ○ ○ ○ UTILITY POLE
 - ○ ○ ○ ○ HELLPHONE BOX
 - ○ ○ ○ ○ IRON PIN SET
 - ○ ○ ○ ○ IRON PIN FOUND
 - ○ ○ ○ ○ CONCRETE MONUMENT FOUND
 - ○ ○ ○ ○ TREES
 - ○ ○ ○ ○ BREAK IN P/L

LINE	Bearing	Distance
L1	S 17°34'12" W	73.30
L2	S 24°01'27" W	31.13
L3	S 15°33'41" W	103.14
L4	S 87°22'50" W	37.52
L5	S 72°31'36" W	151.69
L6	S 33°52'53" W	71.20
L7	S 37°18'26" W	103.14
L8	S 34°31'43" W	72.43
L9	S 45°58'51" W	41.26
L10	S 61°44'23" W	52.41
L11	S 57°15'47" E	60.04
L12	S 30°31'02" W	152.47
L13	S 33°04'36" N	88.11
L14	S 37°05'41" W	152.38
L15	S 34°48'58" W	100.39
L16	S 30°01'54" W	152.38
L17	S 47°44'01" W	81.97
L18	N 84°39'30" W	72.83
L19	N 36°22'03" W	101.00
L20	N 49°59'56" W	72.83
L21	N 99°21'35" W	36.10
L22	S 86°02'40" W	118.8
L23	S 73°34'24" W	37.81
L24	S 34°48'58" W	72.43
L25	S 60°18'48" W	110.07
L26	N 50°55'34" W	73.72
L27	N 26°33'48" W	33.27
L28	N 12°13'12" W	100.39
L29	N 11°52'48" W	134.71
L30	N 10°51'23" W	82.69
L31	N 31°18'01" W	36.1
L32	N 19°18'39" W	86.80
L33	N 11°23'46" W	86.41
L34	N 03°02'21" W	232.30
L35	N 05°55'59" E	72.70
L36	N 03°20'21" E	126.26
L37	N 07°33'42" E	101.41
L38	N 17°29'11" W	85.23
L39	N 05°45'05" W	76.07
L40	N 07°31'43" W	47.91
L41	N 12°18'19" W	126.26
L42	N 48°55'11" W	73.72
L43	N 18°30'47" W	58.47
L44	N 37°43'08" W	28.85
L45	N 17°44'18" W	43.03
L46	N 47°47'18" W	47.81
L47	N 27°28'43" W	103.50
L48	N 47°20'59" W	37.72
L49	N 17°44'18" W	58.47
L50	N 19°23'19" W	73.18
L51	N 14°18'00" W	78.72
L52	N 58°17'43" W	66.10
L53	N 37°43'08" W	43.03
L54	N 19°23'19" W	73.18
L55	N 47°47'18" W	47.81
L56	N 27°28'43" W	103.50
L57	N 47°20'59" W	37.72
L58	N 17°44'18" W	58.47
L59	N 19°23'19" W	73.18
L60	N 47°47'18" W	47.81
L61	N 27°28'43" W	103.50
L62	N 47°20'59" W	37.72
L63	N 17°44'18" W	58.47
L64	N 19°23'19" W	73.18
L65	N 47°47'18" W	47.81
L66	N 27°28'43" W	103.50
L67	N 47°20'59" W	37.72
L68	N 17°44'18" W	58.47
L69	N 19°23'19" W	73.18
L70	N 47°47'18" W	47.81
L71	N 27°28'43" W	103.50
L72	N 47°20'59" W	37.72
L73	N 17°44'18" W	58.47
L74	N 19°23'19" W	73.18
L75	N 47°47'18" W	47.81
L76	N 27°28'43" W	103.50
L77	N 47°20'59" W	37.72
L78	N 17°44'18" W	58.47
L79	N 19°23'19" W	73.18
L80	N 47°47'18" W	47.81
L81	N 27°28'43" W	103.50
L82	N 47°20'59" W	37.72
L83	N 17°44'18" W	58.47
L84	N 19°23'19" W	73.18
L85	N 47°47'18" W	47.81
L86	N 27°28'43" W	103.50
L87	N 47°20'59" W	37.72
L88	N 17°44'18" W	58.47
L89	N 19°23'19" W	73.18
L90	N 47°47'18" W	47.81
L91	N 27°28'43" W	103.50
L92	N 47°20'59" W	37.72
L93	N 17°44'18" W	58.47
L94	N 19°23'19" W	73.18
L95	N 47°47'18" W	47.81
L96	N 27°28'43" W	103.50
L97	N 47°20'59" W	37.72
L98	N 17°44'18" W	58.47
L99	N 19°23'19" W	73.18
L100	N 47°47'18" W	47.81
L101	N 27°28'43" W	103.50
L102	N 47°20'59" W	37.72

106.204± ACRES

2017 JUL 10 PM 4:30
Book Page Recorded
David C. Neal



THIS PLAN IS FOR THE SOLE AND EXCLUSIVE USE OF THE PARTY NAMED IN THE TITLE BLOCK. ALL OTHERS USE AT THEIR OWN RISK.

BOUNDARY SURVEY FOR:
CAROL LOVELL
DAVIDSON LAND SURVEYING, INC.
E.C. (EDDIE) DAVIDSON, PLS
328 Bridge St.
CLARKSVILLE, GEORGIA 30523
(706) 754-7498

GA #2588 SC #1E127 NC #L-3748 TN # 1877 AL #202650
Land Lot: 155 & 165 District: 101N County: Habersham, Georgia
Date: 5/24/2017 Scale: 1"=200' Job No.: 07-075
Drawing No.: 07-075

The data plotted herein was obtained using GPS methods. The field date upon which this plan is based has a closure precision of one foot in 110 feet and an angular error of 1.5 seconds per angle point and was adjusted using (no adjustment) rule.

This plan has been calculated for closure and is found to be accurate within one foot in 1,000,000 feet.

A PORTION OF THIS PROPERTY IS SHOWN TO BE LOCATED WITHIN A 100 YEAR FLOOD HAZARD AREA ACCORDING TO FIRM MAP NO. 12945B 0115 D DATED APRIL 2, 1991. THIS IS BASED ON GRAPHICALLY LOCATING THIS PROPERTY ON SAID MAP. NO ADDITIONAL FIELD WORK HAS BEEN PERFORMED TO MAKE THIS DETERMINATION.

Zoning Change Checklist

- ✓ Zoning application, legal description of property and Non-refundable zoning change application fee of \$ 625.00, at least thirty (30) days in advance of the next regularly scheduled public hearing of the City Council.
- ✓ Upon the filing of the application the Zoning Administrator shall schedule a Public Hearing upon said application for review and final action by the Mayor and Council.

Date of Public Hearing: September 11th 2023

- ✓ Zoning request will be published in a local newspaper at least fifteen (15), but no more than forty-five (45) days prior to the date of the public hearing.

Date of Publication: August 23rd, 2023

- ✓ If application is submitted by a party other than the Mayor and Council, the Zoning Administrator shall place or cause to be placed on the subject property, a Public Notice Sign in a conspicuous location not less than fifteen (15) days prior to the Public Hearings.

Date Sign is Posted: August 23rd, 2023

- ✓ First Reading Scheduled:

First Reading: August 28th, 2023

- ✓ Second Reading Scheduled:

Second Reading: September 11th, 2023

- ✓ *Public Hearing results:*

 Adopted as presented.

 Adopted as revised or supplemented by conditions of approval.

 See attached Conditions.

 Denied.

 Proposal tabled.

The decision by the Mayor and Council regarding the proposed amendment shall be deemed to be final. * No amendment, supplement, change or repeal of the final action shall become effective unless said amendment, supplement, change or repeal is approved after a Public Hearing.