



Agenda
City Council Meeting
April 15th, 2024
6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Invocation and Pledge

Fire Department Promotion Recognition

Consent Agenda

- a. Approval of Minutes: Council Meeting 3/25/24 and Work Session 4/9/24.

Public Comments

Public Hearings

Reports

Old Business

1. Consideration/Approval of 2nd Reading of Otter SUP #2024-03140Z
2. Consideration/Approval of Animal Control IGA
3. Consideration/Approval of Utility Encroachment Ordinance #2024-04141
4. Consideration/Approval of 2024-2025 Liability Insurance

New Business

5. Consideration/Approval of City Hall Roof Replacement
6. Consideration/Approval of Public Works Meter Reading Update
7. Discussion of Park Avenue Right-of-Way Abandonment

Executive Session

Announcements

- a. Join us for the 25th Baldwin Clean Up Day on Saturday, April 20th from 9:00 am – **12:00 pm at the Baldwin Farmers' Market! Celebrate Earth Day by cleaning up** Baldwin roads and planting a tree.
- b. Calling all local farmers and foodies! Join us on the second and fourth Saturday of May, June and July for the reFRESH market! Bring your fruits, vegetables, farm fresh eggs and other goods to City Hall for a FREE place to sell your fresh staples! Vendor applications can be found at www.cityofbaldwin.org. Contact John at City Hall for more information.

Adjournment

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

FIRST READING: 03/25/2024

PUBLISHED: 03/20/2024

ZONING HEARING: 04/09/2024

PASSED: 04/15/2024

AN ORDINANCE NO. 2024-03140Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY GRANTING A SPECIAL USE PERMIT TO ONE TRACT OR PARCEL OF LAND WITHIN THE CITY OF BALDWIN, GEORGIA, AND APPLICATION SUBMITTED BY DANNY OTTER FOR PROPERTY OWNED BY WINSLOW H. VERDERY, JR., AND BEING PARCEL 089 C002 OF HABERSHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON PLATS, WHICH ARE ATTACHED HERETO AND, WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND PROVIDING THAT THE ZONING CLASSIFICATION UPON SAID PROPERTY SHALL BE SUBJECT TO CERTAIN CONDITIONS; REPEALING CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; 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.

(a) That from and after passage of this ordinance, the following described lands within the City of Baldwin shall be granted to the special use permit, as hereafter specifically described within this ordinance, and shall be so designated on the zoning map of the City of Baldwin as having said special use permit regarding the property.

(b) The following special use permit is hereby granted to said property, after the City Council has considered the factors for the grant of the special use permit pursuant to the zoning ordinance of the City of Baldwin, Georgia, and the City Council having found that said factors

have been met:

(1) a single-family residential dwelling is permitted for the top floor of the commercial building located on this property.

(2) any and all modifications required to convert this office to a residential dwelling must comply with the most recent ICC standards.

(c) The legal description for the subject property that has been granted a special use permit pursuant to this ordinance as follows:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in Land Lot 151 of the 10th Land District of Habersham County, Georgia, being shown and designated as Lot 1, containing 25,588 square feet, more or less, according to that certain plat of survey by Russell N. Bartlett, dated July 18, 1985, recorded in Plat Book 22, Page 74, Habersham County records, said plat being referred to and incorporated herein for a more complete 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 affect 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 special use permit imposed by this ordinance shall be on the date the ordinance is approved by the City of Baldwin, by and through its City Council.

SO ORDAINED this 15th day of April 2024.

BALDWIN CITY COUNCIL

By: _____
Mayor Stephanie Almagno

Council Member Erik Keith

Council Member Joseph Satterfield

Council Member Kerri Davis

Council Member Maarten Venter

Council Member Alice Venter

Attest:

City Clerk Erin Gathercoal

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

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

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

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

ARTICLE II: ENFORCEMENT

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

ARTICLE III: COMPENSATION

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

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

ARTICLE IV: TERM

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

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

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

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

ARTICLE VI: SERVICE DELIVERY STRATEGY

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

ARTICLE V: INDEMNIFICATION

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

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

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

BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

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

CITY COUNCIL OF
BALDWIN, GEORGIA

By: _____
Stephanie Almagno, Mayor

Attest: _____
Emily Woodmaster, City Clerk

FIRST READING 04/15/2024

SECOND READING 04/29/2024

PASSED _____

AN ORDINANCE NO. #2024-04141

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

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

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

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

ARTICLE I
DECLARATION OF PURPOSE, SCOPE AND DEFNIITIONS

SEC. 1: TITLE.

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

48
49 **SEC. 2: INTENT AND PURPOSE.**

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

54
55 **SEC. 3: SCOPE.**

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

60
61 **SEC. 4: DEFINITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II
UTILITY REGISTRATION

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SEC. 5: ADMINISTRATION.

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

143

SEC. 6: REGISTRATION REQUIRED.

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

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

155

SEC. 7: REGISTRATION PROCEDURE.

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

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

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

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

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

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

177
178 **SEC. 8: INCOMPLETE REGISTRATION.**

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

182
183 **SEC. 9: ACCEPTANCE OF THE REGISTRATION SHALL NOT CONVEY TITLE IN**
184 **THE RIGHTS-OF-WAY.**

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

191
192 **SEC. 10: FACILITIES IN PLACE WITHOUT REGISTRATION.**

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

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202
203 ARTICLE III
204 CONSTRUCTION PERMITS

205
206 **SEC.11: PERMIT REQUIRED.**

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

210
211 **SEC.12: PERMIT PROCEDURE.**

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

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

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

238

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

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

243

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

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

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

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

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

261

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

263

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

270

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

272

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

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

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

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

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

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

283

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

285

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

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

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

294

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

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

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ARTICLE IV
REQUIRED MINIMUM STANDARDS

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

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

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

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

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

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

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

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

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

348

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

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

358

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

361

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

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

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

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

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

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

385

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

387

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

405

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

407

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

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

423

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

425

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

447

448 **SEC.24: APPICABILITY.**

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

451 apply.

452

453 **SEC.25: SEVERABILITY.**

454

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

460

461 **SEC.26: RESERVED.**

462

463 **SO ORDAINED** this _____ day of _____, 2024.

464

BALDWIN CITY COUNCIL

465

466

467

468

By: _____

Mayor Stephanie Almagno

469

470

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Council Member Alice Venter

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Council Member Maarten Venter

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Council Member Erik Keith

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Council Member Kerri Davis

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Council Member Joseph Satterfield

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491 ATTEST:

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493

City Clerk, Erin Gathercoal

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Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF BALDWIN

RLFC# BA6

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

PAYMENT TERMS:

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

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

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

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

Authorized Signature

Date

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

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

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

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

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

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

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

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

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

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

BA6

P.O. Box 247

Baldwin, GA 30511

Coverage Period:

May-01-2024 to May-01-2025

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/1/2024

Administered by:

Lockton Companies

3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

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

Coverage Features:

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

Disclaimer:

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

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

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

Coverage Features:

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

Disclaimer:

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

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

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

Coverage Features:

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

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

Coverage Features:

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

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

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

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

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

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

Risk Management Services

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

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BALDWIN

Contribution Summary

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

Disclaimer:

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Quote

MAR 06, 2024



We can help you with

Full Roof Replacements
Repairs & Inspections

sales@roofingunited.com
706-754-0071



BALDWIN CITY HALL

186 US-441
Baldwin, GA
30511

INTRODUCTION

Hi Ms. Woodmaster,

Thank you for the opportunity to quote on the repairs to your building. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Supply and install new materials
2. Clean up of entire work area (all nails and other materials)
3. Clean all gutters (if roof is done)
4. All employees are safety certified
5. We are Licensed to work in your geographical region
6. Inspection of all work done by project manager or sales representative

We don't want you to be liable should a worker happen to get injured therefore, we maintain current liability, workers comp, auto and umbrella insurance for all employees and crews.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Jordan T. Lovell
lovell_jordan10@yahoo.com
Office: 706-754-0071
Cell: 706- 839-5739

INSPECTION

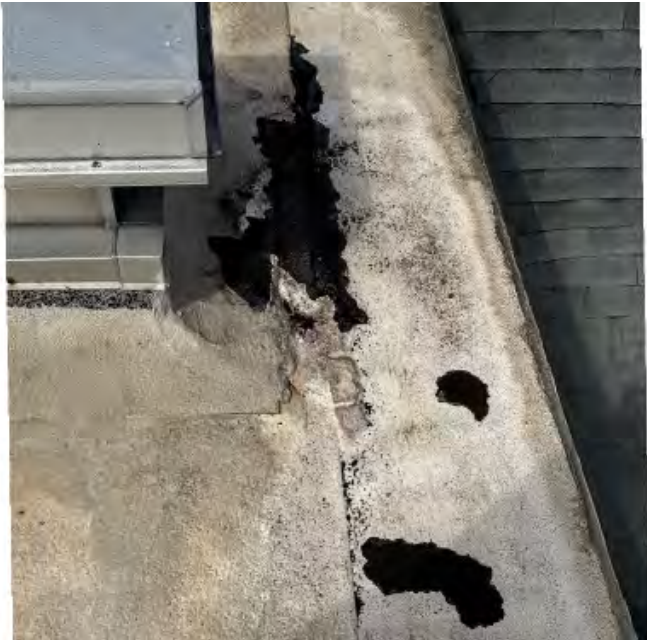














The third proposal (GAF Re-roofing system and Community Room) will consist of 1,100 square feet illustrated in this photo.

SILICONE COATING & GAF SHINGLE SYSTEM

Description

(Roofing)

Thoroughly clean and power-wash roof to promote positive adhesion

Install one-way vents through-out roof system as necessary to allow moisture out moisture out of existing roof system

Apply flashing grade silicone around pipe boots, pitch pans, penetrations, flashing, and potentially problematic areas.

Apply 2 coats of 98% High Solid white energy star rated white silicone roof coating

Edges to be masked to provide a neat, clean straight edged appearance

United Roofing to provide roof access throughout entirety of project

Customer to provide water/hose bib access

15 year warranty and No-leak Gaurantee on Silicone Coating

Install GAF Timberline HDZ 50 year life-time shingles.

30lb Synthetic Feltbuster

Install Drip Edge on all eaves if applicable to rounded fascia.

Install weather watch in valleys

Install seal-a-ridge at all hips

Steep Charge 12/12 or higher

Quote subtotal \$43,211.94

Total \$43,211.94

TPO & GAF SHINGLE SYSTEM

Description

(Roofing)

Install .5" EPS coverboard

Install 60 mill TPO membrane

Heat weld all seams at over laps

Install OSB at the inside wall of parapet to glue wall TPO membrane

Install pitch pan sealer at roof penetrations

Install TPO drip edge to terminate above shingled mansard wall.

Install 2 rows of perimeter sheets per code

Install TPO cover tape over perimeter seams.

Install GAF Timberline HDZ 50 year life-time shingles

30lb Synthetic Felbuster

Install weather watch in valleys

Install seal-a-ridge at all hips

Install Drip Edge on all eaves if applicable to rounded fascia.

Steep Charge 12/12 or higher

20 year manufacturer NDL labor warranty

Quote subtotal \$70,769.06

Total \$70,769.06

GAF RE-ROOFING SYSTEM

Description

House (Roofing)

Remove, haul off, dispose of comp shingle

GAF Feltbuster (Synthetic Felt)

Install GAF Timberline HDZ 50 year life-time shingles

Install GAF Pro-start at rakes and eaves

GAF Weather-watch (Valleys & roof to wall intersections)

Install Drip Edge on all eaves if applicable to rounded fascia.

Install seal-a-ridge at hips and ridges

Plumbing Flashing - 3&1s

Steep roof (10/12 to 12/12)

High roof 2 stories or greater

Thoroughly clean and power-wash roof to promote positive adhesion

Install one-way vents through-out roof system as necessary to allow moisture out moisture out of existing roof system

Apply flashing grade silicone around pipe boots, pitch pans, penetrations, flashing, and potentially problematic areas.

Apply 2 coats of 98% High Solid white energy star rated white silicone roof coating

Edges to be masked to provide a neat, clean straight edged appearance

United Roofing to provide roof access throughout entirety of project

Customer to provide water/hose bib access

15 year warranty and No-leak Gaurantee on Silicone Coating

Quote subtotal \$28,183.34

Total \$28,183.34

Please be advised - Refer to the last picture on the inspection page for the illustration of the area proposed on this quote.

AUTHORIZATION

- | | |
|--|-------------|
| <input type="checkbox"/> Silicone Coating & GAF Shingle System | \$43,211.94 |
| <input type="checkbox"/> TPO & GAF Shingle System | \$70,769.06 |
| <input type="checkbox"/> GAF Re-roofing system | \$28,183.34 |

Name: Baldwin City Hall
Address: 186 US-441, Baldwin, GA

Estimate valid for 30 days from date of estimate / A 20% deposit is required before any project begins.

Customer Comments / Notes

My Product Selections

Coating Color

White

TPO

White

Shingle

TBD

Baldwin City Hall:

Date:

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

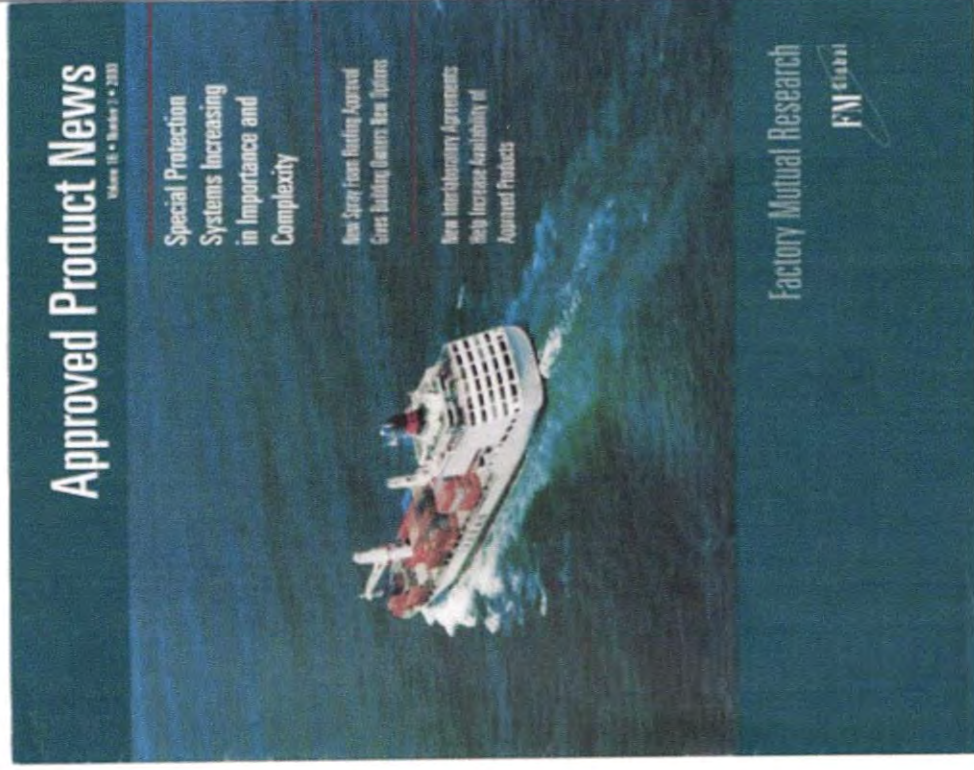
Spray Polyurethane Foam Roof Systems Product Information

30 year old Delphi Roof



FM Global Product Approvals

- “In my 25 years of experience in the roof testing business, I have seen only a handful of assemblies that offer greater wind uplift protection, Smith stresses. “If the steel deck itself stays on the building, the polyurethane foam will stay on the deck. Based on all of its attributes and all the testing that we’ve done on it, spray-applied polyurethane foam in direct to steel deck applications overcomes many of the shortcomings of other roofs. It’s fire safe, tremendously wind resistant, resistant to water intrusion and has good safeguards governing its installation.



SPF Roofs

Engineered for the life of your building

- Avoids costly tear-off
- Eliminates landfill waste
- Can be recoated periodically to create indefinite life
- Protected from UV SPF has an indefinite life expectancy

Elementary school recoated



RICOWI Comments:

“Hurricane Andrew proved the old adage of the weak link. The performance of sprayed polyurethane foam in high-wind conditions showed there was no weak link.”

Charles Brandt Goldsmith, AIA
Chairman, Roofing Industry Committee on Wind Issues

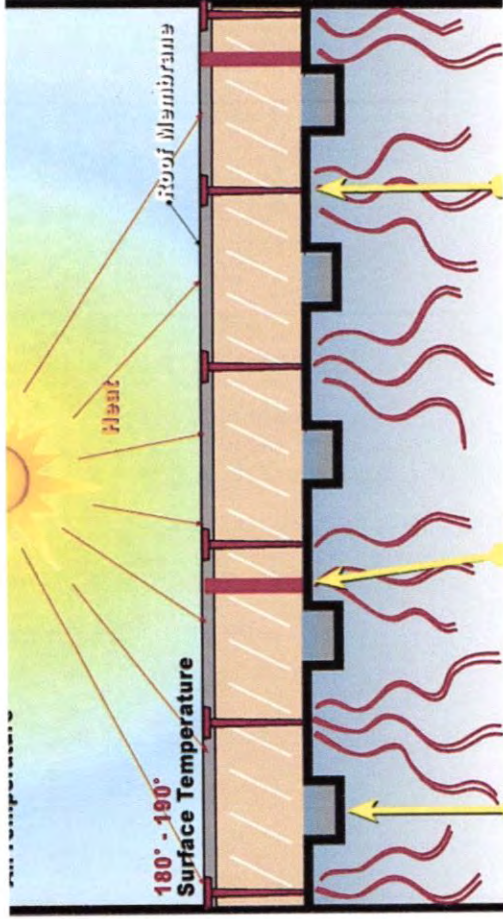
NRCA Comments:

“The performance of the spray-applied polyurethane foam roofs that were inspected was found to be outstanding. If the substrate is adequately anchored, these systems appear to offer great wind resistance. They do not exhibit a tendency to progressively fail after being impacted by missiles, and they appear to be quite resistant to water leakage after missile impact.”

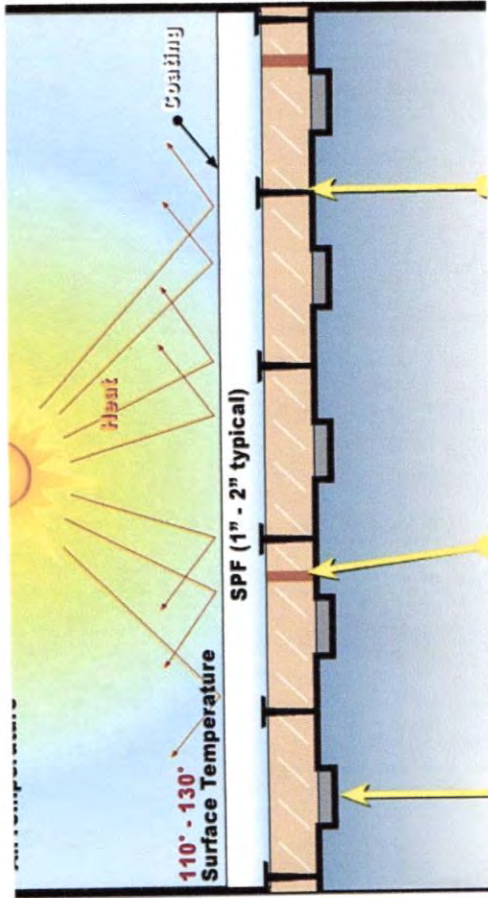
Thomas Lee Smith, AIA, CRC
National Roofing Contractor's Assoc.

SPF vs. Single Ply

Conventional Roof System



Spray Foam Roof System



Texas A&M Study

No. of Bldgs	Roof Sq. Ft.	Const. Cost	Annual Energy Savings	Payback (discounted)
7	61,563	\$ 164,214.00	\$ 76,055.00	2 1/2 Years
4	75,670	\$ 184,304.00	\$ 16,532.00	7 1/2 Years
3	44,280	\$ 126,400.00	\$ 31,144.00	3 1/2 Years
8	163,516	\$ 414,135.00	\$ 74,048.00	4 1/2 Years
5	248,500	\$ 805,346.00	\$ 129,681.00	4 1/2 Years
Totals	593,529	\$ 1,694,399.00	\$ 327,460.00	4 1/2 Years

Thermal Shorts

To achieve FM I-90 on 50,000 square feet of Single-Ply requires 40,000 fasteners



Proven Sustainable Performance

- National Roofing Foundation Study
- 143 Randomly chosen SPF roofs
- Average age 12.3 years
- Only 3 recorded any leaks
- None deemed failures
- SESCO granules noted by Dr Dupuis as creating the “most aesthetically pleasing SPF roof”

Granulated coating



Granulated roof



Research Park, Austin, TX

- 672,000 sf applied in 1988
- Spot repaired and recoated in 2010, acquiring a renewable 10 year warranty.
- Roof will be 32 years old when present warranty runs out
- Cost per year 17 cents a square foot

Sustainable



Research Park



Industry Study – Field Performance of Roof Flashings – Phase 2 2003

- Roof Drain and Scupper



Industry Study – Field Performance of Roof Flashings – Phase 2 2003

- Study by National Roofing Foundation (NRF) of existing spray polyurethane foam roof systems
- Lead by Rene Dupuis, Ph.D., PE, Structural Research, WI, a renown roofing expert.
- Investigated 188 roofs across U.S.
- Roof age - Up to 31 years old
- 40 projects in the study were recoated at an average age of 15 years
- Self flashing of SPF roofing systems was determined to be satisfactory and could eliminate the cost of counter flashings and control joints

TERMS AND CONDITIONS

All proposals are subject to approval of management.

Contract Price: Owner of Property will pay United Roofing the fixed sum of: {total} as laid out in the Scope of Work for the detailed scope as mentioned within plus any change orders that may arise before, during or after the scope of work has been completed. If any additional work needs to be performed under this agreement any such other sums will be prior agreed upon and become payable as a result of any variations determined and accepted by the Owner of Property for this agreement.

Terms of Payment: It is agreed that the following payments will be made; A 50% deposit payment is due upon signing contract and the final 50% payment upon completion. Final payment must be made **within net 30 of final invoice submission**. All change orders must be paid upon completion. No warranty Paperwork or final lien waivers will be granted until project is Paid in Full.

Company Obligations: United Roofing will carry out the works with reasonable skill, care and diligence pursuant to all applicable standards and industry practice and in compliance with all relevant building regulations and statutory requirements. If any additional specific obligations, which by this reference are incorporated into and made a part of this agreement. United Roofing will ensure roof will always be left in a dry-in stage & will not receive any rain damage.

Approvals: Unless otherwise agreed to in writing, it is United Roofing's sole responsibility to obtain all necessary approvals prior to commencement of the works to be done. Owner of Property must play an active person in facilitating timely release of funds for payments.

Dispute Resolution: If any dispute arises under the terms of this agreement not agreed upon within 48 hrs., then both parties agree to select a mutually agreeable impartial third party to help them mediate to an agreement. Cost will be split 50/50. If no agreement can be made filings shall take place with the county of Habersham.

Termination: If United Roofing fails to perform the work in accordance with the terms of this agreement, Owner of Property will have the right to terminate the agreement if United Roofing does not remedy the default within 14 business days Or a 3rd party inspection proving our work was below industry standard.

If Owner of Property fails to pay such sums of money that become due United Roofing will have the right to terminate the agreement if Owner of Property does not remedy the default within 3 business days.

Completion: The work specified is considered completed upon completion of the **Scope of Work** line items. United Roofing will seek approval by Owner of Property, provided that Owner of Properties approval is not unreasonably withheld. See Dispute Resolution. If for any reason of completion disagreements City inspectors and Insurance and/or Mortgage holder's final say will supersede delaying parties.

Amounts: It is agreed that the amount of the contract shall be equal to the "Contract Price" indicated on the front of this contract plus any upgrades requested by the Owner of Property that are not in this contract, and any additional costs submitted as a change order and agreed upon prior to work. If any additional work needs to be performed under this agreement any such other sums will be prior agreed upon & become payable As a result of any variations determined accepted by the Owner of Property for this agreement.

Guarantees: All material will be guaranteed by the manufacturer of such materials in accordance with the manufacturer's standard policies and practices. United Roofing will be covered by General Liability Insurance, and worker's compensation.

Collection and Interest: Owner of Property agrees United Roofing shall be entitled to collect interest at the rate of 3 1/2% per month on all amounts due and owing to it from the date of billing for the same in the event any such amounts owed and owing are not paid within thirty (30) days of United Roofing invoice. Owner of Property shall be liable for the foregoing amounts even if the delay or failure to pay is caused by an insurance company or a mortgage company. Owner of Property acknowledges and agrees that such payments are due even if all government inspections have not been completed. Owner of Property also understands that mechanics liens and other liens may be placed on the Property until the payments are paid in full. As such, Owner of Property waives the benefit of any homestead exemption applicable under C.R.S. 38-41-101 etc.

Cooperation in Scheduling: Owner of Property agrees to cooperate with United Roofing in the scheduling and performance of United Roofing services to avoid delays. Owner of Property agrees to adhere to and follow United Roofing reasonable directions and requests regarding scheduling. Owner of Property further acknowledges that events outside of United Roofing control, including, but not limited to, strikes, material supplier delays, weather, accidents, labor disputes, and government actions, will extend the time for United Roofing performance under this contract.

Partial Invalidity: The unenforceability or invalidity of any terms, covenant or agreement contained herein shall not affect, impair or modify any other terms of this contract. In the event that any term of this contract is declared invalid, the parties agree to substitution of a comparable enforceable term or, if that is not possible, the excision of such invalid term with the remaining enforceable terms being unaffected by such excision.

Owner of Property Termination: In the event Owner of Property terminates this contract prior to the date of completion of the services provided for herein, United Roofing shall be entitled to retain any amounts previously paid to it by the Owner of Property, and recover the fair market value of the services and the costs of materials and expenses at that time, and other amounts due and owing under this Contract to the extent such costs exceed the amount deposited by Owner of Property.

Changes or Additions to Contract: All changes or additions to this Contract must be in writing.

Miscellaneous: This contract is entered into and shall be performed by United Roofing in Georgia. Georgia law shall govern the interpretation of this Agreement. Owner of Property acknowledges that he, she, or it has authority to execute this Contract. Owner of Property acknowledges that this Contract represents the parties' entire agreement and that it has not relied on any representations, promises, or assurances by United Roofing other than those set forth herein. This Contract may be executed in multiple counterparts but is not effective as to United Roofing until United Roofing receipt of Owner of Properties, signature on this contract and Owner of Properties, deposit prior to the deadline for acceptance.

Indemnification: The Contractor shall indemnify and hold harmless the Owner, from and against claims, damages, losses and expenses arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by or anyone for whose acts they may be liable.

All agreements between Owner of Property and United Roofing related to the specified work are included in this contract.



NCFI SPRAY FOAM SYSTEM 10-016 2.8 Ib. TECHNICAL DATA SHEET

DESCRIPTION:

NCFI 10-016 is a two component, HFO blown spray polyurethane foam system designed for use as a self-adhering, seamless, high insulating, spray applied rigid polyurethane foam roofing system. 10-016 is available in multiple speeds for use in varying temperature conditions. 10-016 complies with ASTM D7425 and has been formulated to spray at a 2.8 pound density, depending on lift thickness, and may be used in applications of the EnduraTech® roofing systems.

DISTINGUISHING CHARACTERISTICS:

- Excellent Cure and Overlap Adhesion
- High Yields
- High Closed Cell Content
- Good Dimensional Stability
- Class II Vapor Retarder @ 1"

APPROVALS:

This system is classified per UL Standards.



For specific roof assembly approvals refer to the NCFI Application Information or contact NCFI for additional details. The building code and listed guides provide additional information:

- International Building Code (IBC) Section 2603
- International Building Code (IBC) Section 1507.13
- CPI Fire Safety Guidelines for Use of Rigid Polyurethanes and Polyisocyanurate Foam Insulation in Building Construction
- CPI Bulletin AX 151: Guidelines for the Responsible disposal of Waste and Containers from Polyurethane Processing
- CPI Bulletin AX 205: Guidance for Working with MDI and Polymeric MDI: Things You Should Know

ADDITIONAL PRODUCT INFORMATION:

NCFI provides a Product Stewardship Manual with additional information regarding the shipping, handling and application of spray polyurethane foam systems. SPF applicators should ensure they are familiar with the information in the latest issue of the NCFI Product Stewardship Manual.

TYPICAL PHYSICAL PROPERTIES*:

Core Density	ASTM D1622	2.8 pcf
Compressive Strength	ASTM D1621	58 psi
Tensile Strength	ASTM D1623	77 psi
Closed Cell Content	ASTM D2856	>90%
Maximum Service Temperature		180°F
Flame Spread @ 4"	ASTM E84	<75
Sheer Strength	ASTM C273	43 psi
R- Value @ 1"	ASTM C518 @180 days	6.7
*Note: The above values are average values obtained from a laboratory and should serve only as a guide.		

R-Values*		ASTM C518	ASTM E96
Thickness (inches)	R-Value (°F·hr·ft ² / Btu)		Vapor Perm (perm)
1	6.7		0.87
1 ½	10		0.58
2	13		0.44
4	27		0.22
6	40		0.15
8	54		0.11
10	67		0.09
12	80		0.07
*Note: As with all insulating materials, the R-value will vary with age and use conditions.			

Polyurethane products manufactured or produced from this liquid system may present a serious fire hazard if improperly used or allowed to remain exposed or unprotected. The character and magnitude of any such hazard will depend on a broad range of factors, which are controlled and influenced by the manufacturing and production process, by the mode of application or installation and by the function and usage of the particular product. **Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions. These ratings are used solely to measure and describe the product's response to heat and flame under controlled laboratory conditions.** Each person, firm or corporation engaged in the manufacture, production, application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage, and utilize all appropriate precautionary and safety measures.

NCFI 10-016 APPLICATION INFORMATION

APPLICATION GUIDELINE:

10-016 is designed for application on the exterior of a roof. It is not designed for interior applications. NCFI has other systems designed for interior use.

STORAGE AND USE OF CHEMICALS:

Keep the temperature of the chemicals above 70°F for several days before use. Cold chemicals can cause poor mixing, pump cavitation or other process problems due to higher viscosity at lower temperatures. The storage temperature should not exceed 85°F. Do not store in direct sunlight. Keep drums tightly closed when not in use. The B-side drum must be kept under dry air or nitrogen pressure of 2-3 psi after opening and during use. The shelf life of unopened A2-000 is 24 months and the B-10-016 is six months.

SAFE HANDLING OF LIQUID COMPONENTS:

Use caution in removing bungs from the container. Partially loosen the small bung first allowing any built up gas pressure to escape before completely removing it. Avoid prolonged breathing of vapors. In case of chemical contact with eyes, flush with water for at least 15 minutes and get medical attention. For further information refer to www.spraypolyurethanes.org Health and Safety Product Stewardship Workbook for High-Pressure Application of SPF.

EQUIPMENT AND COMPONENT RATIOS:

The 10-016 system, consisting of the A2-000 and B-10-016 components, is formulated for spraying with a two component pump specifically designed for spray polyurethane foam systems. The B-drum is connected to the resin pump and the A-drum is connected to the isocyanate pumps. The proportioning pump ratio is 1:1. The dispensing temperature should be set at 130°F and adjusted accordingly to give a good spray pattern. For additional assistance contact NCFI.

PROPER TEMPERATURE AND OPTIMUM FOAM REACTIVITY:

Below are the recommended ambient air temperatures for the different speeds of 10-016.

10-016 Systems	Temperature Range Guideline
SW SLOW	100°F & above
SLOW	75°F & above
REG	60°-80°F
FAST	40°-60°F

Care in selecting the proper speed of 10-016 is needed for the combination of adequate curing on the overlap edges and an acceptable texture of the foam surface. For temperatures below 40°F contact NCFI for specific recommendations.

PREPARATION OF SURFACE TO BE SPRAYED:

All surfaces to be sprayed should be clean, dry, and free of dew or frost. All metal to which foam is to be applied must be free of oil, grease, etc. Primers should be used where necessary. Please refer to NCFI's "Special Bulletin on Recommended Procedures for Applying NCFI Spray Foam Systems on Exterior Roof Surfaces."

PROPER TEMPERATURE FOR OPTIMUM ADHESION:

When the surface temperature will have a service temperature between 120°F and 180°F (#6 oil and resin tanks), the surface to be sprayed should be 120°F or above at the time of spraying. For temperatures over 180°F, please contact NCFI for specific recommendations.

VAPOR BARRIER PROTECTION ON COLD STORAGE WORK:

When sprayed polyurethane foam is used on exterior roofs of freezer or cooler buildings, the exterior coating on the foam should be a vapor barrier. This is because of severe vapor drive from the warm exterior to the cold interior.

WEATHER PROTECTION OF FINISHED FOAM:

The finished surface of sprayed polyurethane foam should be protected from adverse effects of ultraviolet rays of direct sunlight, which can cause dusting and discoloration. Protective coatings designed for use with polyurethane foam are available.

FOR ANY QUESTIONS REGARDING THE ABOVE RECOMMENDATIONS CONTACT NCFI

The information on our data sheets is to assist customers in determining whether our products are suitable for their applications. The customers must satisfy themselves as to the suitability for specific cases. NCFI Polyurethanes warrants only that the material shall meet its specifications. This warranty is in lieu of all other written or unwritten, expressed or implied warranties, and NCFI Polyurethanes expressly disclaims any warranty of merchantability, fitness for a particular purpose, or freedom from patent infringement. Accordingly, buyer assumes all risks whatsoever as to the use of the material. Buyer's exclusive remedy as to any breach of warranty, negligence or other claim shall be limited to the purchase price of the material. Failure to adhere strictly to any recommended procedures shall relieve NCFI Polyurethanes of all liability with respect to the material or the use thereof.

WARRANTY



United Roofing guarantees the installed system that is listed in the itemized estimate for the time period listed under "Warranty Term" commencing from the date of completion. This guarantee shall cover all work that United Roofing performed to the roofing system and flashing's, as shall be necessary, solely in order to correct leaks resulting from any of the causes enumerated below. Such repairs will be made at no cost to the owner, provided that the owner gives United Roofing written notice no later than 30 days after the owners discovery of such leaks.

This document warrants that should a defect in product or workmanship, related to the work completed by United Roofing occur within the warranty period of project completion, United Roofing will complete the repairs within the original project's scope of work at no charge to the customer; no dollar limit. This warranty does not cover hail damage, wind damage, intentional or accidental damage by any person, structural damage to the building that affects the roof, damage from any new repairs or installations from a contractor other than United Roofing, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which United Roofing installed materials.

Customer

Baldwin City Hall

Project address

186 US-441, Baldwin, GA

Date Project Completed

-

Thank you again for choosing United Contracting & Roofing to complete work on your property. We trust you had a great customer experience!
Jeremy Perry – Owner

ULTRA-GUARD 5700 HS

HIGH SOLIDS, ELASTOMERIC SILICONE

ULTRA-GUARD 5700 HS is a single-component silicone elastomeric roof coating used as a restoration system and to protect spray polyurethane foam. Ultra-Guard 5700 HS is a high solids, rapid cure polymer that has superior properties including low temperature flexibility, UV protection and ponding water resistance.

Ultra-Guard 5700 HS has good salt, acid, solvent and fair alkali resistance as well as excellent heat resistance up to 250°F (121°C). Ultra-Guard 5700 HS's dry time may be shortened with the addition of an accelerator package.

RECOMMENDED USES

- Polyurethane Foam
- Roof Membranes
- BUR
- Metal

PACKAGING

5-gallon pail

50-gallon drum

COLOR

White, Light Gray, Light Tan, and Medium Gray

TECHNICAL DATA

PHYSICAL PROPERTIES (BASED ON DRAW DOWN FILM)

Property	ASTM-Test Method	Value
Total Solids by Volume	ASTM D2697	94% ± 2
Total Solids by Weight	ASTM D1644	94% ± 2
Flash Point	ASTM D56	142°F
Viscosity	Brookfield	10,000-15,000 cP
Elongation	ASTM D412	250%
Tensile Strength @ 100%	ASTM D412	300 psi
Tear Resistance Die C	ASTM D624	45 lbs/in
Impact Resistance	ASTM D2794	>160
Permeability (U.S. perms)	ASTM E96	7.9
Durometer Hardness: Shore A	ASTM D2240	45 - 55
Weathering QUV 5,000 hours,	ASTM D822	No Degredation
Volatile Organic Compound	ASTM D2369-81	<50 g/liter (0.40 lbs/gal)


The information contained herein is for purposes of identifying the product and does not constitute a warranty that the product will conform to that description. Product specifications and performance will vary depending on application methodologies, raw materials and other factors.

CREENTIALS AND CERTIFICATIONS

UL 790 Class A as an integral component of numerous roof deck assemblies, File #14330

INTERTEK CCRR-1026

Miami Dade NOA 16-0314.03

		<u>Initial</u>	<u>Weathered</u>
	Solar Reflectance	0.88	0.67
	Thermal Emittance	0.91	0.90
	Rated Product ID	0684-0011	
	Licensed Manufacturer ID	0684	
Classification		Standard Product	
<small>Cool Roof Rating Council ratings are determined for a fixed set of conditions, and may not be appropriate for determining seasonal energy performance. The actual effect of solar reflectance and thermal emittance on building performance may vary.</small>			
<small>Manufacturer of product stipulates that these ratings were determined in accordance with the applicable Cool Roof Rating Council procedures.</small>			

REQUIREMENTS

Ultra-Guard 5700 HS should only be applied by professional applicators. Consult General Coatings Manufacturing Corp. for specific application requirements and end uses.

EQUIPMENT

Ultra-Guard 5700 HS may be sprayed, brushed, or rolled. A high- pressure airless paint pump capable of producing a minimum of 4500 psi at the spray gun should be used. The pump should have a minimum of 3 gallons per minute output and be fed by a 5:1 transfer pump. Always use components rated for pump pressure. Hoses should have a maximum length of 200 feet, a minimum inside diameter of 1/2", a 3/8" whip may be used at the spray gun. The spray gun should be high pressure (5000 psi) with reverse-a- clean spray tip, having a minimum orifice of .019.

COVERAGE RATE (OVER SPRAY FOAM)	
Property	Value
Coverage	15 mils at 1 gallon per 100 square feet
Performance, 10 years	1.5 to 2 gallons per 100 square feet
Performance, 15 years	2 to 2.5 gallons per 100 square feet
Performance, 20 years	2.5 to 3 gallons per 100 square feet
Dry Time, 75°F (24°C), 50% RH	> 3 hours
*Dry Time w/Accelerator Pkg. 75 F, 50% RH	< 2 hours
Recoat Time	7 to 10 days between coats
Final Cure	30 days
<small>The information contained herein is for purposes of identifying the product and does not constitute a warranty that the product will conform to that description.</small>	

APPLICATION

Ultra-Guard 5700 HS is designed to be applied through high pressure airless spray equipment. Ultra-Guard 5700 HS has a theoretical dry film thickness is 15 mils when applied at 1 gallon per 100 square feet. The minimum recommended thickness when used as a protective membrane over polyurethane foam is 22 dry mils.

PERSONAL PROTECTIVE EQUIPMENT

Since the coatings are atomized into a very fine particle distribution during spray application, it is essential that maximum effort is made to protect the spray mechanic and others near the workplace from undue exposure.

JOB-SITE PROTECTION

Overspray from Ultra-Guard 5700 HS can carry considerable distances and attention should be given to the following:

1. Post warning signs a minimum of 100 feet from the work area.
2. Cover all intake vents near the work area.
3. Minimize or exclude all personnel not directly involved with the spray application.
4. No welding, smoking or open flames.
5. Have CO₂ or other dry chemical fire extinguisher available at the jobsite.
6. Provide adequate ventilation.

SHELF LIFE AND STORAGE

Ultra-Guard 5700 HS has a shelf life of one (1) year from date of manufacture in original, factory-sealed containers when stored indoors at a temperature between 32-100°F (15-35°C). Keep containers closed and store in a dry, cool place away from direct sunlight, heat, sparks, open flame, and moisture.

FREIGHT CLASSIFICATION

Liquid Plastic Material - NOIBN

HEALTH AND SAFETY

GCMC is committed to the health and safety of our customers. GCMC products shall only be installed by certified contractors. Applicators are required to follow all proper handling, safety and installation procedures. Safety Data Sheets (SDS) are available on this material. Any individual who may come in contact with these products should read and understand the SDS. Avoid breathing of vapor or spray mist. Care should be taken to exclude all personnel not directly involved with the spray application. Ultra-Guard 5700 HS should not be applied when the wind is of sufficient velocity to cause overspray of adjacent areas, buildings or people.

ULTRA-GUARD 5700 HS

HIGH SOLIDS, ELASTOMERIC SILICONE

VAPOR INHALATION

The best form of protection against organic solvents or potentially sensitizing vapors in the workplace is a fresh air supply. Numerous manufacturers, including the 3M Company and MSA, make full face fresh air masks. For maximum protection, we recommend use of NIOSH/MSHA approved self-contained breathing apparatus with a full-face piece operated in a positive pressure mode. In well-ventilated application conditions, the use of Type C organic vapor cartridge respirators is acceptable. Effects of overexposure to vapor are characterized by nasal and respiratory irritation, dizziness, nausea, headache, fatigue, possible unconsciousness or even asphyxiation. Vapor inhalation problems are characterized by coughing, shortening of breath and tightness in the chest. Anyone exhibiting these types of symptoms should be immediately removed from the workplace and administered oxygen or fresh air. If the condition is prolonged or extreme, **SUMMON EMERGENCY TRAINED MEDICAL ATTENTION IMMEDIATELY.**

SKIN CONTACT

To prevent excessive skin contact with the sprayed product, we recommend use of fabric coveralls and neoprene or other resistant gloves. Skin contact with liquid components can result in a rash or other irritation. Wash the affected skin area with water. Wipe residual liquid from the skin with a clean cloth, then wipe the affected area with 30% solution of rubbing alcohol. Follow the alcohol wipe with repeated washings with soap and water. If a rash or other irritation develops, see a physician.

LIMITED WARRANTY. We warrant our Products to be free of manufacturing defects and to comply with the Product's current published physical properties when tested under controlled conditions. Our sole responsibility is limited to replacement of that portion of any Products found to be defective at the time of manufacture. There are no other warranties of any nature whatsoever, whether expressed or implied, including an express disclaimer of any warranty of merchantability or fitness for a particular purpose. Further, we disclaim any liability for damages of any type, however caused, including remote, consequential damages, or special damages resulting from any theory of liability, whether based on tort, negligence, or strict liability. We disclaim responsibility for any claims of intellectual property infringement through use of our Products in any manner. Where Products are used as a waterproofing membrane or floor coating, no warranty or guarantee is issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, abnormal wear and tear, or improper application by the applicator. Damage caused by abuse, neglect, lack of proper maintenance, acts of nature and/or physical movement of the substrate or structural defects are also excluded. In all instances and as a pre-condition to any available remedy, we reserve the right to conduct sample testing and performance analysis on any materials claimed to be defective, performed prior to any repairs being made by owner, general contractor, or applicator. Our limited warranty is void if repairs have been made or attempted, or if the claimed defect has been adulterated prior to our ability to conduct a formal investigative analysis.

DISCLAIMER: Please read all information in the general guidelines, technical data sheets, application guide and safety data sheets (SDS) before applying material. Products are for professional use only and should only be applied by professionals who have prior experience with our Products or have undergone specific training in their proper application. Published technical data and instructions are subject to change without notice. Contact your local representative or visit our website for current technical data and instructions. All guidelines, recommendations, statements, and technical data contained herein are based on information and tests we believe to be reliable and correct, but accuracy and completeness of these tests are not guaranteed and are not to be construed as a warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with any product. It is the user's responsibility to satisfy himself, by his own information and tests, to determine suitability of the product for his own intended use, application and job situation and user assumes all risk and liability resulting from his own use of the product. We do not suggest or guarantee that any hazards listed herein are the only ones that may exist. We are not liable to the purchaser, end-user, or any third party for any injury, loss or damage directly or indirectly resulting from use of, or inability to use, our Products. Recommendations or statements, whether verbal or in writing, shall not be binding upon us unless in writing and signed by one of our authorized corporate officers. Technical and application information is provided for establishing a general profile of the material and proper application procedures. Test performance results were obtained in a controlled environment and we make no claim that these tests or any other tests, accurately represent all environments. We are not responsible for typographical errors. © General Coatings Manufacturing Corporation. All Rights Reserved. Revision ULTRA-GUARD 5700_08172020EA

EYE CONTACT

Wear a full-face mask or OSHA-approved protective goggles. Eye Contact with liquid or sprayed components can result in corneal burns or abrasions. Upon exposure, eyes should be flushed with water for an extensive period. **SUMMON EMERGENCY TRAINED MEDICAL ATTENTION IMMEDIATELY.**

FLAMMABILITY

Flash point is 142°F (61°C). Avoid open flame or spark sources. Avoid excessive heat. Vapors are heavier than air and may travel along the ground or may be moved by ventilation and ignited by pilot lights, other flames, sparks, heaters, smoking, electric motors or other ignition sources at locations distant from the material-handling point. Never use a welding or cutting torch on or near the drum. In case of fire, use CO₂, steam, dry chemicals or water fog.

TECHNICAL SERVICES

Additional information, such as brochures, technical assistance, roof energy evaluations, life cycle cost analysis, and other roof management services are also available from a General Coatings Manufacturing Corp. Technical Consultant.



6/12/2023

Account #: 1116705
Certification #: ME46840

United Contracting & Roofing
200 Ellison St Ste B
Clarkesville, GA 30523

RE: CCP Commercial Certification -Master-United Contracting & Roofing-Clarkesville, GA

To whom it may concern:

This is to confirm that United Contracting & Roofing is approved as a Master Contractor through June 2024 to install following:

- Single-ply

United Contracting & Roofing is certified in the following States:

- GA

As a Master, United Contracting & Roofing is able to offer the following GAF Warranties and Guarantees through June 2024:

- Diamond Pledge® NDL Roof Guarantee
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely,

A handwritten signature in black ink that reads "Bobby Fischer". The signature is written in a cursive style with a large, stylized initial "B".

Bobby Fischer

VP, Contractor Programs, GAF



United Contracting & Roofing

is a Master Commercial Roofing Contractor for GAF

As a GAF Master Contractor, this contractor has demonstrated a commitment to installation excellence and continuous education. They have pledged to ensure that each customer receives their best choice in roofing.

Account #: 1116705

Certification #: ME46840

Valid Through: 6/30/2024

Member Since: 2023

Bobby Fischer

VP, Contractor Programs, GAF

Guarantees Offered



Designations





DELTA

MUNICIPAL SUPPLY

Quote

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
3/18/2024	14866

Bill To
City of Baldwin P.O. Box 247 Baldwin, GA 30511

Ship To
City of Baldwin Water Department 385 Willingham Ave. Baldwin, GA 30511

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	MT	Destination	Best Way

Quantity	Description	Unit Price	Total
1	Neptune 360 - AMR Annual Software as a Service	4,050.00	4,050.00
1	Neptune 360 One Time Set Up Fee	2,500.00	2,500.00
1	Neptune 360 On-Site Training	0.00	0.00
1	Neptune MRX920v4 Drive By System	9,500.00	9,500.00
1	Neptune R900v3 Belt Clip Receiver	6,500.00	6,500.00
1	Neptune R900 Belt Clip Receiver Upgrade	500.00	500.00

	Subtotal	\$23,050.00
	Sales Tax (0.00)	\$0.00
	Total	\$23,050.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

PASSED: _____

RESOLUTION #2024-04142R

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BALDWIN, GEORGIA, TO APPROVE THE ABANDONMENT OF CERTAIN RIGHT OF WAY; AND FOR OTHER RELATED AND LAWFUL PURPOSES.

WHEREAS, the City of Baldwin is a duly created and validly existing municipal corporation of the State of Georgia under the Constitution and laws of the State of Georgia and governed by the Mayor and City Council of Baldwin, and;

WHEREAS, the City of Baldwin desires to abandon the City's **interest in and to a** certain section of the right of way of Park Avenue, located in Banks County and the City of Baldwin, and;

WHEREAS, a plat and legal description have been tendered and are attached **hereto as Exhibit "A"** showing the location of the portion of the road which has been requested to be abandoned, and Section 32-7-2(c) of the Official Code of Georgia Annotated authorizes a municipality to abandon a section of the municipal street system when it is determined that a section of the municipal street system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, and;

WHEREAS, said Georgia Code Section provides that upon certification recorded in its minutes, accompanied by a plat or sketch, and, after notice to property owners located thereon, after notice of such determination is published and after a public hearing on such issue, may declare that section of the municipal street system abandoned and that thereafter, that section of street shall no longer be part of the municipal street system and the rights of the public in and to the section of road as a public road shall cease, and;

WHEREAS, the owners of all the property that abuts the Road sought to be abandoned by the County have received actual notice of the proposed abandonment described herein and no other legitimate objection thereto has been made. Public notice is attached hereto as **Exhibit "B."**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Baldwin, Georgia and it is hereby resolved and certified by the authority of the same, as follows:

1.

The Mayor and City Council have determined that a certain section of the right of way of Park Avenue, a road in the municipal street system, has ceased to be used by the

public to the extent that no substantial public purpose is served by it or that its removal from the municipal street system is otherwise in the best public interest.

2.

That the abandonment of the Street herein described be and is approved.

3.

Accordingly, the Mayor and City Council declare the portions of the right of way of Park Avenue described in the Exhibits to this Resolution shall be abandoned, and such right of way shall no longer be a part of the municipal street system and the rights of the public in and to the section of road as a public road shall cease.

THIS RESOLUTION is hereby adopted this ____ Day of _____, _____ the public health, safety, and general welfare demanding it.

SO RESOLVED AND ADOPTED, this ____ Day of _____.

CITY OF BALDWIN
MAYOR AND CITY COUNCIL

Stephanie Almagno, Mayor

Attest:

Erin Gathercoal, City Clerk

[SEAL]

bubba@bubbaSamuels.com

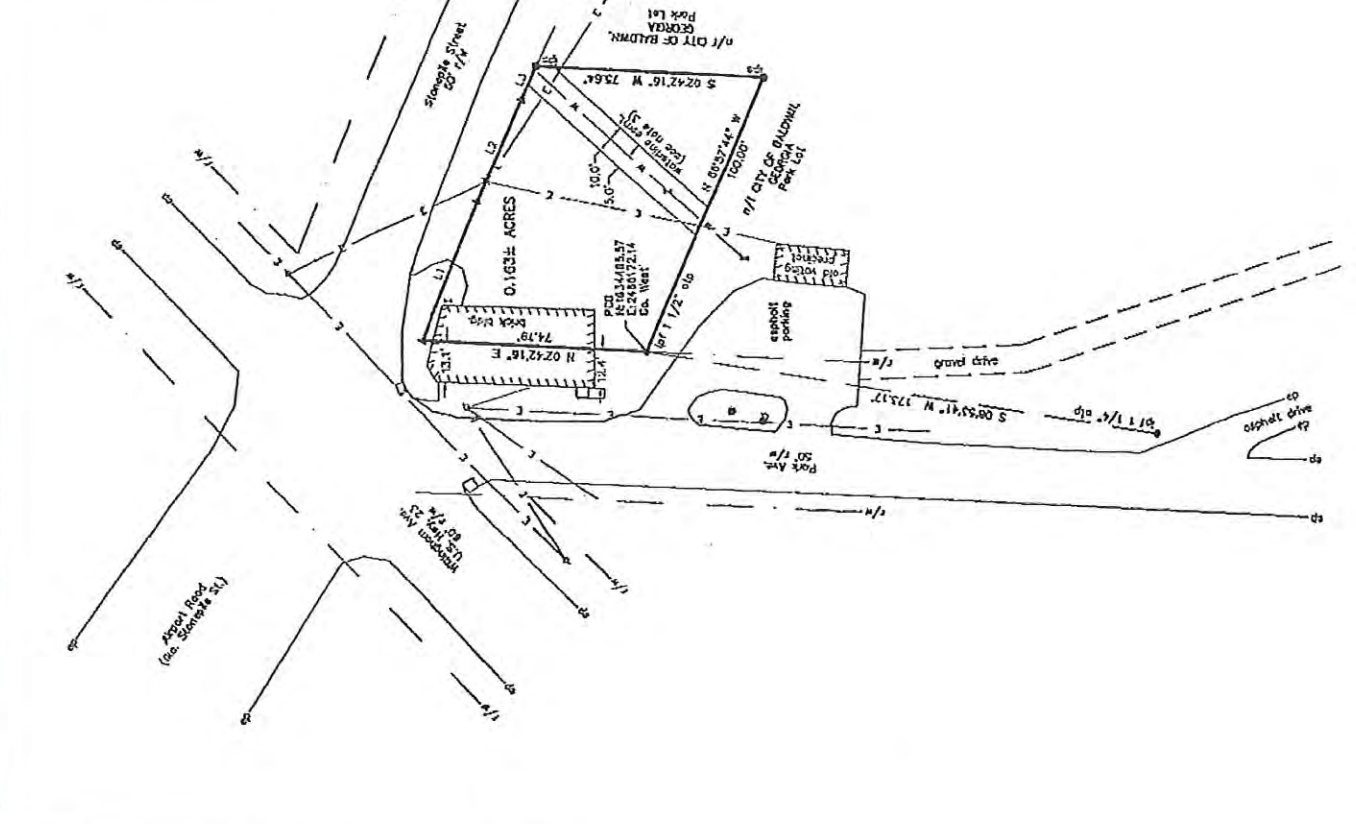
LEGEND
These standard symbols will be found in the country.

ELECTRIC
FENCE
TELEPHONE
UTILITY POLE
WELL
TELEPHONE BOX
IRON PIN SET
CONCRETE MONUMENT FOUND
TRAILS
BREAK IN P/L

LINE	BUSING	DISTANCE
L1	S 68°23'33" E	50.00'
L2	S 68°50'07" E	50.00'
L3	S 65°00'55" E	11.00'

ABBREVIATIONS

POC - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
D.P. - DEED BOOK
F.P. - FENCE
F.A.P. - FENCE OF PAVEMENT
F.O. - FOUND
R.P. - ROAD
L.P. - LAND LOT LINE
L.L.L. - LAND LOT LINE
N.P. - NEW OR FORMERLY
N.F. - NEW OR FORMERLY
P.P. - PLAT BOOK
P.L. - PROPERTY LINE
R/W - RIGHT OF WAY



- NOTES:**
- The land plotted herein is subject to any easements, reservations, or restrictions that may exist, either written or unwritten.
 - All ties are 1/2" rebar with plastic cap. (ODA #992 attached)
 - This survey does not warrant any subdivision features. The data plotted herein is based upon ground evidence only.
 - Refer to a plot of survey by J.C. King, Co. R.L.S. 679, for William Leroy Smith dated January, 1974.

Source Deeds: DB 13/14/62

This is a retracement of Lot 1, Block 25 (former Baldwin State Bank Bldg) of the official map of the Town of Dalton by John A. Reynolds, dated 1923. Lots 2, 3, & 4, referred to in BD 13/14/62 could not be located on the town official map.



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

EAGLEROCK FIVE POINTS, LLC.
- In the Town of Dalton, Georgia -

DAVIDSON LAND SURVEYING, INC.
E.G. (EDDIE) DAVIDSON, PLS
322 BRIDGE STREET
DALTON, GEORGIA 30523
(706) 734-7496

C.O.A. #399
CA #7566
SC #16127
NC #L-3746
TN # 1877
AL #20350

Land Lot: 185
District: 10th
County: Burke, Georgia
Job No.: 23-110
Date: 5/21/2023
Scale: 1"=50'
Drawing No.: 23-110



RETRACEMENT SURVEY

SURVEYORS CERTIFICATION

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 changes to any real property boundaries. The recording of this plat is a public act and the instruments which result therefrom are public records. THE SURVEYOR'S RECOMMENDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH USE OR PURPOSE OF THE LAND. Furthermore, this undersigned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in O.C.G.A., Section 15-6-67.

EDDIE G. DAVIDSON
DATE: 5/21/2023

The field data collected is based upon GPS observations, using Carlson L900 dual frequency receivers base and rover, and a Trimble NetR8 network station. The data was established using RTN network utilizing the L900 real time kinematic network.

The relative positional accuracy, as calculated according to National Standard for Spatial Data Accuracy (NSDA) is:

Horizontal: 0.70' ± 95% confidence level
Vertical: 0.70' ± 95% confidence level

This plat has been calculated for closure and is found to be accurate within one foot in _____ feet.

Field work completed on: 5/19/2023

All that tract or parcel of land lying and being in Land 185 of the 10th Land District and in the City of Baldwin, Banks County, Georgia, described as follows:

A portion of a brick building that lies within the right-of-way of Park Avenue as highlighted and shown on the attached plat prepared by J. G. King, dated Jan. 1974, which is hereto attached marked Exhibit A and incorporated herein by reference.

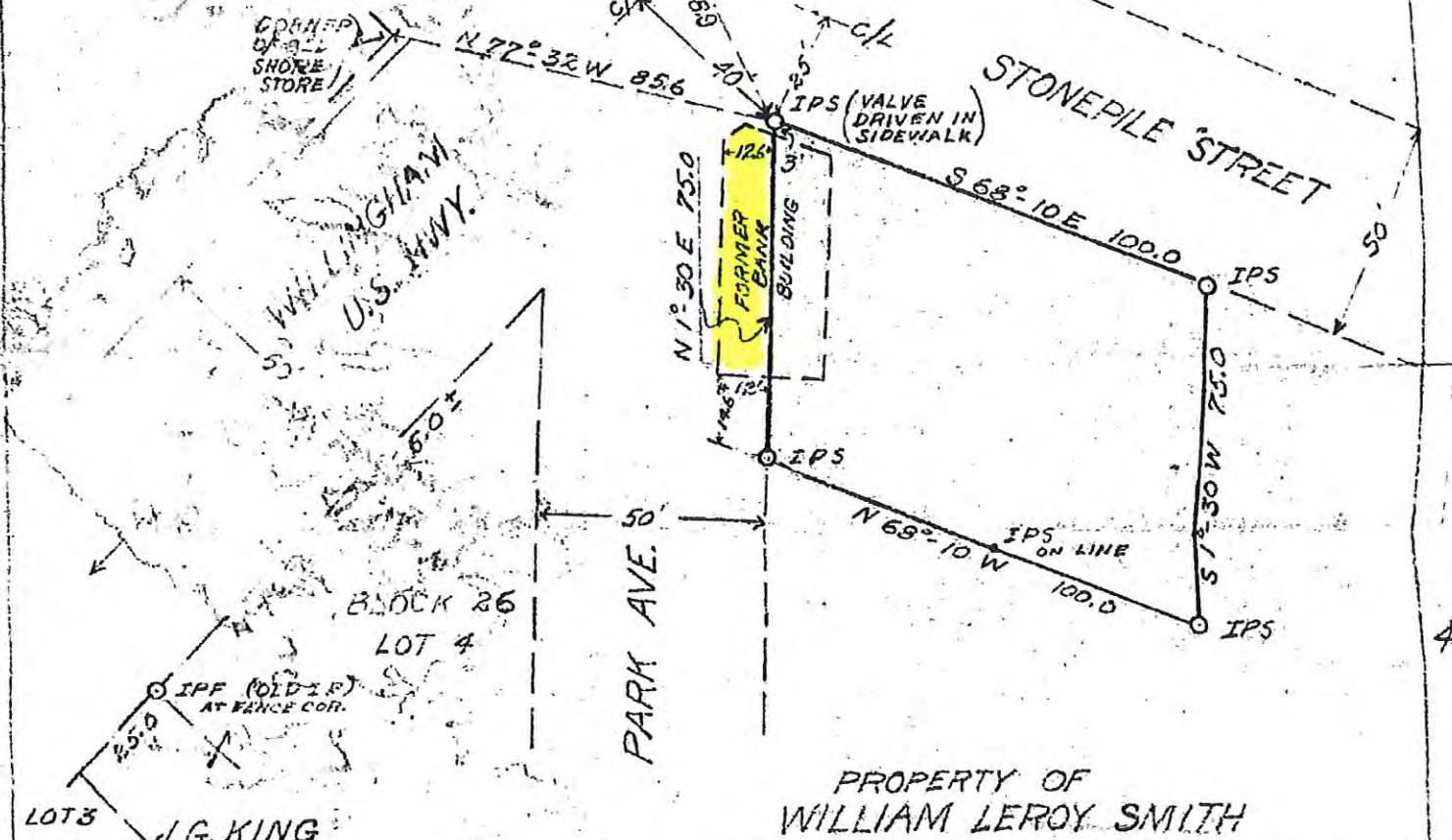
This property is also highlighted and shown on plat of survey prepared by Davidson Land Surveying Inc., dated August 21, 2003, hereto attached marked Exhibit B and incorporated by reference.

This building has been referred to as the Baldwin State Bank Building or the old Baldwin Post Office Building in the following deeds: Quit Claim Deed from Mrs. Mannie Shore White et al. to Helen Cornwall Shore Dallas, dated May 3, 1965, and recorded among Banks County, Georgia Records in Deed Book OO, page 31; Warranty Deed from Helen Shore Dallas to Morris L. Whiten, dated August 19, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 432; Warranty Deed from Morris L. Whiten to William Leroy Smith, dated October 15, 1969, and recorded among Banks County, Georgia Records in Deed Book UU, page 594; and Warranty Deed from Leory Smith to Marvin Smith and Gloria Smith, dated June 25, 1977 and recorded among Banks County, Georgia Records in Deed Book 13, page 462.

EXHIBIT A

ALL CORNERS AS SHOWN ON THIS PLAT WERE AGREED TO BY TOWN OF BALDWIN MAYOR AND COUNCIL AS GRANTOR AND BY WILLIAM LEROY SMITH AS GRANTEE

SCALE 1 IN. = 30 FT.
JAN. 1974



PROPERTY OF
WILLIAM LEROY SMITH

BEING IN LAND LOT 185 OF THE 10TH LAND DISTRICT AND IN THE TOWN OF BALDWIN, BANKS COUNTY, GEORGIA, AND BEING LOT 1, INCLUDING A PORTION OF THE FORMER BALDWIN STATE BANK BUILDING, AND LOTS 2, 3, & 4 OF BLOCK 25 OF THE TOWN OF BALDWIN, AS DESIGNATED ON A SKETCH DRAWN ON A DEED FROM J.F. BROWN AND J.M. KING TO I.J. REYNOLDS DATED NOV. 13, 1896

THE RESURVEY OF THE OLD BALDWIN BANK LOT (LOT 1) AND OF LOTS 2, 3, & 4 REFERRED TO IN DEEDS COULD NOT BE LOCATED AT THE TIME OF THIS SURVEY. THE OFFICIAL MAP OF THE TOWN OF BALDWIN BY JOHN A. REYNOLDS, DATED 1896, SHOWS NO BEARINGS OR DISTANCES. BY USING EXISTING STREETS AND BY SCALING FROM PLATS, ETC. THESE LOTS HAVE BEEN ESTABLISHED. IF THE TOWN PARK SHOULD EVER BE SURVEYED SUCH SURVEY WILL HAVE TO BE ADJUSTED TO CORNERS AND STREETS AS SHOWN ON THIS PLAT. A PART OF THE TOWN PARK IS INCLUDED IN THIS LOT.

T, D - G.C.H.



THIS BLOCK RESERVED FOR THE
CLERK OF SUPERIOR COURT

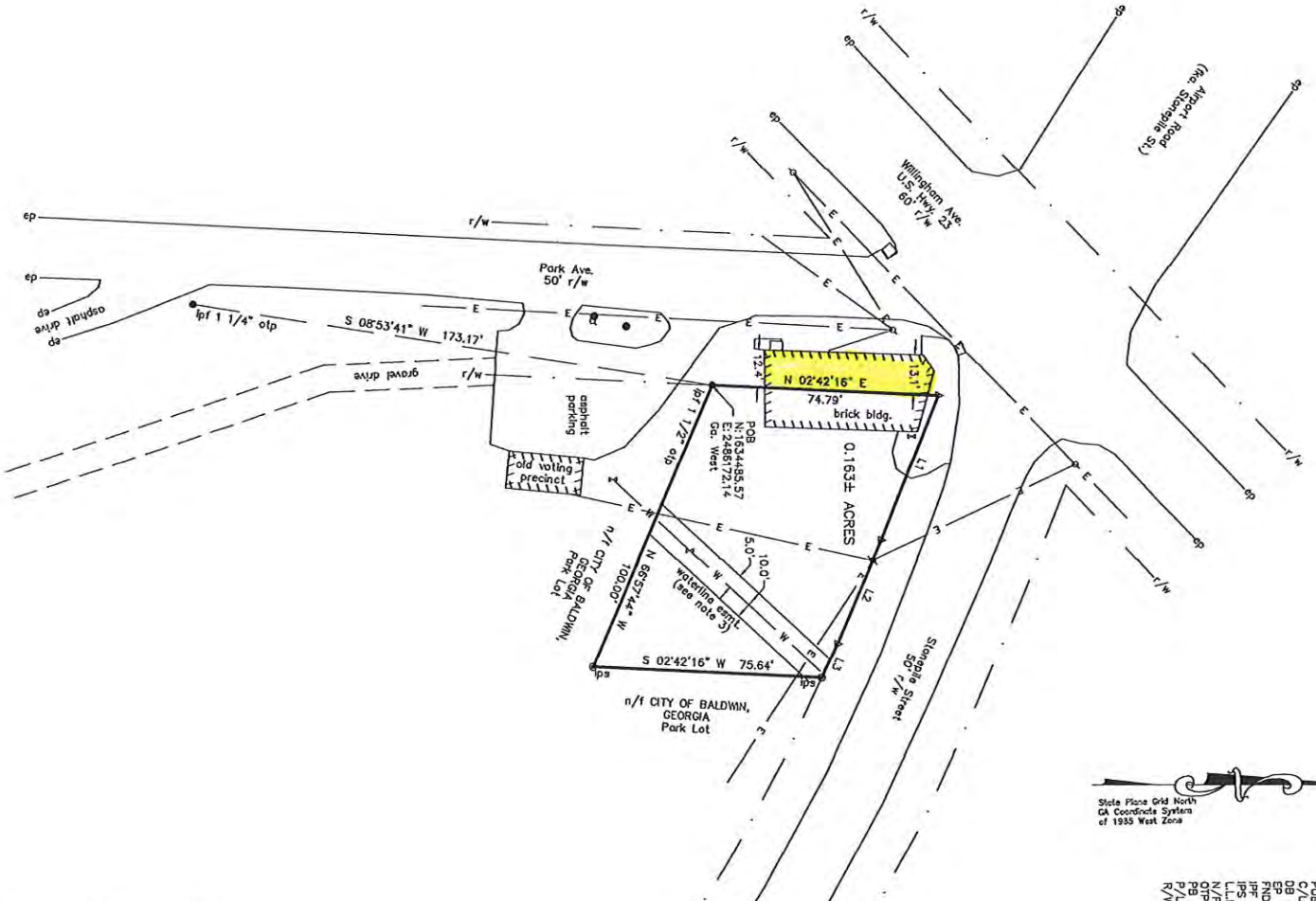
RETRACEMENT SURVEY

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not constitute a new survey. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. ANY RECONSTRUCTION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Surveyors and as set forth in O.C.G.A. Section 15-6-87.

Edwin G. Davidson
DATE: 8/21/2023

EXHIBIT B



ABBREVIATIONS

- POB - POINT OF BEGINNING
- COB - POINT OF BEGINNING
- DB - DEED BOOK
- EP - EDGE OF PAVEMENT
- FND - FOUND
- IRN - IRON
- LP - LAND PIN FOUND
- UTL - UTILITY POLE
- N/F - NOW OR FORMERLY
- OPB - OPEN TOP PIPE
- PB - PLAT BOOK
- PL - PROPERTY LINE
- R/W - RIGHT OF WAY

LEGEND

These standard symbols will be found in the drawing.

- E—E— ELECTRIC
- X—X— TELEPHONE
- T—T— UTILITY POLE
- ⊙ WELL
- ⊕ TELEPHONE BOX
- ⊙ IRON PIN FOUND
- ⊙ IRON PIN SET
- ⊙ IRON PIN FOUND
- ⊙ CONCRETE MONUMENT FOUND
- ⊙ TREES
- ⊙ BREAK IN P/L
- ⊙ P/L
- ⊙ WATER MARK
- ⊙ WATER VALVE
- ⊙ WATER METER

LINE	BEARING	DISTANCE
L1	S 68°23'25" E	50.85'
L2	S 65°50'07" E	38.89'
L3	S 65°06'59" E	11.98'

- NOTES:**
- The land plotted herein is subject to any requirements, restrictions or restrictions that may exist either written or unwritten.
 - All ties are 1/2" rebar with plastic cap. (COA #599 Inched)
 - This surveyor does not warrant any subsurface features. The date this survey is based upon is shown on the ground evidence only.
 - Refer to a plat of survey by J.G. King, G.A. R.L.S. 679, for William Leroy Smith dated January, 1974.

Source Deed: DB 13/462

This is a retracement of Lot 1, Block 25 (Former Baldwin State Bank Bldg.) of the official map of the Town of Baldwin by John A. Reynolds, dated 1995. Lots 2, 3, & 4 referred to in DB 13/462 could not be located on the town official map.



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

RETRACEMENT SURVEY FOR:

EAGLE ROCK FIVE POINTS, LLC.

— In the Town of Baldwin, Georgia —

DAVIDSON LAND SURVEYING, INC.

E.G. (EDDIE) DAVIDSON, PLS

128 BRIDGE STREET
CLARKESVILLE, GEORGIA 30523
(706) 754-7498

COA #599	SC #16127	NC #1-3746	TN # 1877	AL #20350
GA #2586				
Land Lot: 185	District: 10th	County: Barke, Georgia	Job No.: 23-116	

The field data collected is based upon GPS observations, with a minimum 800' minimum receiver base and cover with Carlson SVCE software. Geodetic control established using RTK network utilizing the Linceo real time kinematic network.

The relative positional accuracy as calculated according to National Standard for Spatial Data Accuracy is:

Horizontal: ± 0.1' 99% confidence level

Vertical: ± 0.2' 99% confidence level

This plat has been calculated for closure and is found to be accurate within one foot in 48,400 feet.

Field work completed on 8/18/2023

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and City Council of the City of Baldwin, Georgia shall conduct a Public Hearing regarding the abandonment of a portion of a brick building that lies within the right of way of Park Avenue, such parcel of land lying and being in Land Lot 185 of the 10th Land District in the City of Baldwin, Banks County, Georgia.

A sketch showing the proposed abandonment is available for inspection at the Baldwin City Hall, located at home 186 Hwy 441 Bypass, Baldwin, GA, USA. The Public Hearing will be held on April 29th at 6:30 pm in the Baldwin Police Department, located at 155 Willingham Avenue, Baldwin, GA 30511.

Erin Gathercoal
City Clerk
For the City of Baldwin, Georgia