



Agenda

City Council Work Session

September 9th, 2025

6:00 pm

Baldwin Police Training Facility, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Pinning of Lieutenants Hayden Benfield and Chasten Parson

Public Hearing

Old Business

1. Habersham County Animal Control Invoice [Page 1](#)

New Business

2. Raw Water Pump #1 Rebuild [Page 3](#)
3. Axon Contract for SRO [Page 17](#)
4. Probation Service Contract [Page 25](#)
5. Neptune 360 Software Update & Upgrade [Page 35](#)
6. Commitment of Funds for Police Department Vehicles [Page 39](#)
7. Millage Rate Options [Page 41](#)
8. 2025 Fall Festival Entertainment District Resolution [#2025-09171R Page 43](#)
- ~~9. Buddhist Temple Annexation Ordinance [#2025-09172A](#)~~
- ~~10. Buddhist Temple Zoning Ordinance [#2025-09173Z](#)~~
11. US 441 Water Main Repair Bid Award Resolution [#2025-09174R Page 45](#)
12. Bureau Veritas of North America Contract Amendment [Page 49](#)
13. Meter Installation Project at PRV #5 Old Hwy 441 Update
14. Banks County FLOST IGA [Page 71](#)
15. Public Works Paving and Fencing Project [Page 81](#)
16. Acceptance of Oak Terrace Utility Easement and Water Line Acceptance [Page 83](#)

Announcements

- a. Public notifications through Everbridge are now live! You can sign up using the QR code on the back of your September water bill, on the City's website, or at City Hall.
- b. Residents, business owners, and other City stakeholders are invited to complete the survey for the 2025 Comprehensive Plan. Paper copies are available at City Hall, and a digital version is available through a QR code at City Hall and on the back of the August and September water bills.
- c. Raffle tickets for the Shop With a Hero gun raffle are available for purchase through Baldwin Fire and Police Departments. Tickets are \$10 each, and the drawings will begin December 1st. If 10 tickets are purchased at once, the purchaser is entered into a bonus drawing.

***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.*

- d. Join us for Theron's Theater at the TAP Yard on September 26th at 8:00 pm for a free screening of *Lilo and Stitch (2025)*! Bring a chair and blanket for a night under the stars with your friends and family! Concessions are available with all proceeds going to Shop with a Hero.
- e. The 8th Annual City of Baldwin Fall Festival will be on October 18th from 12:00 pm to 8:00 pm at The TAP Yard at 110 Airport Road. Enjoy live music, local crafters and vendors, food trucks, and a closing fireworks show. As always, admission and all activities are free thanks to generous sponsorships and donations from local businesses and community partners.

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.*

Habersham County Board of Commissioners
130 Jacobs Way, Suite 302, Clarkesville, GA 30523
Tel 706-839-0200 Fax 706-839-0219



2025-374-002

6.19.2025

BILL TO	ATTENTION	INSTRUCTIONS
City of Baldwin P.O. Box 247 Baldwin, GA 30511		FY2025 Animal Care & Control Fees

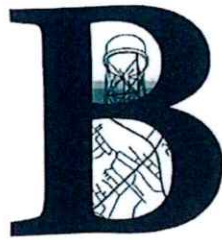
QUANTITY	DESCRIPTION	TOTAL
1	FY2025 Animal Care & Control Fees	\$64,586.26
	FY2025 Countywide Tax Digest Credit	(\$43,588.38)

ADDITIONAL INFORMATION	TOTAL DUE
As stated in the IGA approved at the Habersham County Board of Commissioners May 20, 2024 meeting.	\$20,997.88

Please remit payment to the attention of Habersham County Finance Department at 130 Jacobs Way, Suite 302, Clarkesville, GA 30523. For any questions, please contact Hannah Long at 706-839-0200.

CITY COUNCIL

Mayor Stephanie Almagno
Erik Keith, Post 1
Nancy Lehman, Post 2
Kerri Davis, Post 3
Maarten Venter, Post 4
Alice Venter, Post 5



Emily Woodmaster, CAO
Erin Gathercoal, City Clerk
The Samuels Firm, City Attorney

186 Hwy 441 Bypass
Baldwin, GA 30511
706-778-6341

Council Action Form

Meeting Date: September 9, 2025

Submitted By: Fletcher Holliday

Agenda Item: Rebuild of Pump and Motor #1 at Raw Water Pump Station

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

☐ Ordinance (No. _____) ☐ Contract ☐ Information Only ☐ Public Hearing
☐ Resolution (No. _____) ☐ Ceremonial ☒ Discussion/Action ☐ Other

Background (Includes description, background, and justification)

The #1 raw water pump and motor are currently inoperable and require replacement. This equipment conveys raw water from the intake structure to the water treatment facility. Cost proposals were obtained for both replacement with new equipment and for rebuilding the existing unit. After reviewing the costs and long-term operational considerations, the rebuild of the existing pump and motor was determined to be the more economical option. This approach provides a reliable solution while minimizing upfront capital expenditures.

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

The cost proposal from Goforth-Williamson to rebuild the #1, 350 HP raw water pump and motor at the raw water pump station is \$82,465. Funding for this work will be provided through system connection fees.

☒ Capital Asset

Cost \$82,465

Useful Life 20 years

Staff Recommendation (Include possible options for consideration)

It is recommended by staff to proceed with the rebuild of the #1 raw water pump and motor as the most cost-effective and practical solution.

Department Head Approval _____

Date 8/19/25

City Attorney Approval _____

Date _____

CAO Approval _____

Date 8/19/25

Council Denial _____
Council Tabled Until _____
Council Approval _____

QUOTATION

Goforth Williamson, Inc
 373 Odell Road
 Griffin, GA 30224
 US
 (770) 467-0303



Quote Number	
10656369	
Quote Date	Page
08/18/2025	1 of 4

Quote Expires On: 09/17/2025

BILL TO:

City of Baldwin
 288 Coldwater Drive
 Demorest, GA 30535
 US

SHIP TO:

City of Baldwin Paradise Park Rd
 2150 Paradise Park Rd
 Cornelia, GA 30531
 US

Requested By: Mr. Rick Barron
 Customer ID: 713453

Project Ref: Baldwin Layne VTP & 350HP Motor

PO Number		Carrier Name		Sales Rep	
		Our Truck		John Boswell	
Quantity Ordered	Quantity Remaining	UOM	Item ID Item Description	Unit Price	Extended Price
1.00	1.00	EA	GWI VERTICAL TURBINE REPAIR Vertical Turbine Pump Repair Pentair Layne VTP 5-Stage M/D: 14RH; S/N: 115805	68,790.0000	68,790.00

PLEASE NOTE:

1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.
 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork.
 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card.
 4. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com
- Standard Terms & Conditions apply and are accessible at:
<https://goforthwilliamson.com/wp-content/uploads/2025/06/Sales-Terms-and-Conditions-Goforth-Williamson.pdf>



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Quantity Ordered	Quantity Remaining	UOM	Item ID Item Description	Unit Price	Extended Price
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Order Line Notes: Scope of Work:

1. Disassemble pump complete
2. Inspect and record all critical dimensions
3. Sandblast and clean all parts to be reused
4. Prime and coat pump
5. Provide and install the following parts:
 - a. 1 ea. – Fairbanks 15H 5-Stage Bowl Assembly
 - b. 2 ea. – 416SS Line Shafts
 - c. 1 ea. – 416SS Top Shaft
 - d. 1 ea. – 416SS Motor Shaft
 - e. 4 ea. – 416SS Shaft Couplings
 - f. 2 ea. – Column Bearing Retainers w/ Rubber Bearings
 - g. Misc. Gaskets, Fasteners, Packing and Pipe Fittings
6. Machine/Manufacture and install the following parts:
 - a. 1 ea. – Stuffing Box: Fab New Barrel and Weld
 - b. 1 ea. – Bronze Stuffing Box Bearing: Fab New
 - c. 1 ea. – Packing Gland: Modify Existing for Split
 - d. 2 ea. – Column Female Registers: Machine for New Retainers
 - e. 1 ea. – Steel Threaded-to-Flanged Column Adapter: Fab New
 - f. 1 ea. – Top Column: Shorten for correct TPL
7. Clean and stack pump
8. Assemble pump complete
9. Paint and crate pump to ship with the motor
10. Provide trucking service to deliver pump and motor to site
11. Provide crane and rigging service for assistance
12. Install Pentair VTP; Install 350HP motor
13. Wire in motor for service; Set the lift
14. Set station to run; Verify operation

Note: New bowl assembly requires 1.937" line shafting. This requires the replacements for the bearing retainers, stuffing box modification, as well as all shafting and couplings. Bowl assembly will also be assembled with a threaded discharge connection. GWI will need to fabricate an adapter to go from threaded to flanged columns. This will require GWI to shorten the top column so that the overall total pump length (TPL) matches the existing.

Delivery 16-20 Weeks ARO.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

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Ordered	Remaining				

For the above scope of work, GWI Quotes

1.00	1.00	EA	GWI MOTOR REPAIR Motor Repair US Motors 350HP Frame: 5006 P	13,675.0000	13,675.00
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Order Line Notes: Scope of Work:

1. Disassemble motor complete
2. Inspect and record all critical dimensions
3. Run all necessary electrical checks
4. Steam clean all parts to be reused
5. Steam clean and bake the stator
6. Prime and coat motor
7. Provide and install the following parts:
 - a. 1 ea. – US Motors Top Coupling
 - b. 2 ea. – 7226 Bearings
 - c. 1 ea. – 6219 Bearing
 - d. 2 ea. – Oil Sight Glasses
 - e. 1 ea. – Snap Ring
 - f. Misc. Bearing Oil
8. Clean and stack motor
9. Dynamically balance rotating assembly to within ISO G1.0 Spec
10. Assemble motor complete
11. Paint and crate motor to ship with the pump

Note: New bowl assembly requires 1.937" line shafting. This requires the replacements of all shafts including the motor through the hollow-shaft. The new shaft size requires a new top coupling to fit.

Delivery 16-20 Weeks ARO.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

For the above scope of work, GWI Quotes

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Quote Date	Page
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Quote Expires On: 09/17/2025

Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
Ordered	Remaining				

Total Lines: 2

SUB-TOTAL: 82,465.00
TAX: 0.00
AMOUNT DUE: 82,465.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: JONATHANKEIRNS
Email: jonathan@goforthwilliamson.com

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BILL TO:

City of Baldwin
288 Coldwater Drive
Demorest, GA 30535
US

SHIP TO:

City of Baldwin Paradise Park Rd
2150 Paradise Park Rd
Cornelia, GA 30531
US

Requested By: Mr. Rick Barron

Customer ID: 713453

Project Ref: Baldwin Layne VTP & 350HP Motor

PO Number		Carrier Name	Sales Rep	
		Our Truck	John Boswell	
Quantity		UOM	Item ID	Unit Price
Ordered	Remaining		Item Description	Extended Price

Statement Regarding Licensing and Scope of Work

Goforth Williamson, Inc. is not a licensed utility contractor. Our services are strictly limited to the sale, repair, modification, replacement and/or installation of control panels, panel components, pumps, mechanical and electrical equipment. We do not engage in any activities that require a utility contractor license.

We respectfully request that clients clarify whether a license of any type is required for the proposed scope of work. This will help ensure compliance with all applicable regulations and avoid any misunderstandings regarding project responsibilities.

Thank you for your attention and cooperation.

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Quote Number	
10706191	
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Quote Expires On: 09/17/2025

BILL TO:

City of Baldwin
288 Coldwater Drive
Demorest, GA 30535
US

SHIP TO:

City of Baldwin
288 Coldwater Drive
Demorest, GA 30535
US

Requested By: Mr. Rick Barron

Customer ID: 713453

Project Ref: Fairbanks Vertical

PO Number		Carrier Name		Sales Rep	
				John Boswell	
Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
Ordered	Remaining				
1.00	1.00	EA	VERTICAL TURBINE PUMP Vertical Turbine Pump	96,230.0000	96,230.00

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Goforth Williamson, Inc

373 Odell Road
Griffin, GA 30224
US
(770) 467-0303



Goforth
Williamson, inc.

Quote Number	
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Quote Expires On: 09/17/2025

Quantity		UOM	Item ID	Unit Price	Extended Price
Ordered	Remaining		Item Description		

Order Line Notes: Fairbanks Vertical Turbine Pump
15H-5 Stage

Pump parameters
Pump size and number of stages: 15H - 5 stage
Flow: 2800 USgpm
Head: 382 ft
Speed: 1770 RPM
Max H.P.(rated diameter): 343.63 hp
Bottom of Soleplate To CL Disch. Head Nozzle Height: 14 in
Head measured at: Discharge nozzle centerline
Length strategy: Pump length with soleplate and No strainer
Pump length: 401.8 in
Overall Length: 401.76 in
Bowl to bowl connection: Flanged
Minimum Clearance below suction bell lip/case: 9: 9.00 in
Sump depth: 410.76 in
Bowl material: Cast Iron A48 Class 30 Epoxy Coated Interior

Bowl assembly
Bowl model: 15H
Potable water service: No
Impeller material: 316 SS
Impeller wear ring material: 316 SS
Bowl wear ring material: Bronze (B505 / Alloy C93200)
Impeller collet material: Stainless steel (A582 S416)
Bowl shaft diameter: 1-15/16"
Bowl shaft material: 416 SS (A582 Type 416)
Bowl shaft coupling material: 416 SS (A582 Type 416)
Bowl bearing material: Bronze B505 / Alloy C93200
Dynamic balance of impellers: Standard
Bowl fastener material: Standard

Suction and bowl discharge options
Suction type: Bell
Strainer type: None
Bowl Discharge case: Threaded
Bowl to Column connection: Threaded

Column assembly
Column length: 315.3 in
Column type: Flanged

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Quantity		UOM	Item ID Item Description	Unit Price	Extended Price
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Column diameter: 12"
Column material: AWWA A53 Grade B Steel
Column Wall Thickness: 0.375" Standard
Column Sections (10 ft): 12" Column with Flanged Column Connection, 1-15/16" Open lineshaft,
10ft Column Section (3)
Bearing Retainer: Standard
Column Bolts: Standard

Lineshaft
Lineshaft type: Open
Lineshaft lubrication: Product lube
Lineshaft material: 416 SS
Lineshaft diameter: 1-15/16"
Coupling only?: Yes
Lineshaft Section: 1-15/16" 416 Stainless Steel Lineshaft, 10ft Section
Lineshaft bearing material: Neoprene Rubber
Lineshaft Coupling Material: 416 SS

Discharge head options
Discharge Head Type and Material: Type LS, Fabricated Steel
End of Discharge Head Construction: Flanged
Discharge Flange Head Rating: 300#
Discharge Head Type and Size: 16.5 x 12 LS
2-Piece Top Shaft: Yes
Soleplate Size and Material: 31 x 31 Fabricated Steel
Shaft seal: 400#, Packed
Stuffing Box Bushing Material: Bronze
Drive Shaft Material: Carbon Steel
Bronze Split Glands: No

1.00	1.00	EA	ANCILLARY EQUIPMENT	43,695.0000	43,695.00
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Order Line Notes: Motor details
Efficiency: Premium
Driver:
U.S. Motors, 350HP, 60 Hz, 1800 RPM, VHS, High thrust, 3 phase,
Premium Efficiency, WP1 Enclosure, 1.15 Service factor, 460,575 Volts,
447TP Frame, 16.5 in. BD, FL600 Catalog, DS-7VS
Thrust: 8144.35 lbs
Coupling type: Self-release coupling
Inverter duty: No

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Ordered	Remaining				
1.00	1.00	EA	GWI FIELD SERVICE INSTALLATION Field Service Installation Baldwin Raw Water PS Install New Fairbanks VTP & Motor	10,570.0000	10,570.00

Order Line Notes: Scope of Work:

1. Travel to site; Baldwin Paradise Park Rd
2. Provide truck rental to deliver pump and motor to Baldwin
3. Provide crane rental for assistance with install
4. Install new Fairbanks VTP; Install new 350HP motor
5. Wire in motor service; Check rotation
6. Provide and install new discharge gasket and fasteners
7. Couple motor shaft to pump shaft
8. Set the lift; Set pump to run
9. Verify operation; Perform start-up procedures

Note: This quote is for budgetary purposes, any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes.

Note: GWI will provide a 1-year warranty on materials and workmanship.

Quote prepared by Jonathan Keirns / Engineering Manager

For the above scope of work, GWI Quotes

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Total Lines: 3

SUB-TOTAL: 150,495.00
OCI - SHIPPING & HANDLING: 1,500.00
TAX: 0.00
AMOUNT DUE: 151,995.00
U.S. Dollars

PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING

Goforth Williamson
373 Odell Road
Griffin, GA 30224
PurchaseOrders@goforthwilliamson.com

Quote Valid for 30 Days

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: JESSELARIOS
Email: Jesse@goforthwilliamson.com

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Requested By: Mr. Rick Barron

Customer ID: 713453

Project Ref: Fairbanks Vertical

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			John Boswell	
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CITY OF BALDWIN, GEORGIA

As of 8/20/2025

System Connection Fees

Collections Began December 2019

SYSTEM PROJECTS	COMMITTED FUNDS	TOTAL SPENT
WATER PLANT		
Clarifier Grates and Screens <i>Approved 11/15/2021</i>	\$75,000.00	\$ 75,000.00
SCADA Improvements <i>Approved 11/15/2021</i>	\$195,000.00	\$ 58,965.24
Transmission Line (project under budget & no longer need)	\$0.00	
WATER PLANT HEATER AND FANS <i>Approved 2/26/2024</i>	\$18,420.00	\$ 18,420.00
Raw Water Intake Pump #1 <i>Approved 10/15/2024</i> adding \$43,880	<i>\$82,465.00</i>	
Raw Water Intake Pump #2 <i>Approved 10/15/2024</i>	\$58,425.00	\$ 72,640.00
WASTEWATER PLANT		
Solids Handling <i>Approved 11/14/2022</i>	\$ -	
(proposed to reallocate to SYSCON)		
PUBLIC WORKS		
Hydraulic Modeling <i>Approved 09/28/2020</i>	\$ 26,460.00	\$ 20,705.00
Light Street Water Tank <i>Approved 07/12/2021</i>	\$ 114,643.00	\$ -
Light Street Water Tank <i>Approved 3/27/2023</i>	\$ 33,000.00	\$ 147,643.00
BANK FEES		
Checks for Account	\$ 159.88	\$ 159.88
Totals	\$ 603,572.88	\$ (393,533.12)
COLLECTIONS		
Totals	\$ 423,616.53	
Total Collected	\$ 680,568.75	
<i>Committed Funds</i>	\$ 603,572.88	
<i>Expensed Funds</i>		\$ (393,533.12)
Available Revenue	76,995.87	



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-676811-45885TS

Issued: 08/16/2025

Quote Expiration: 08/31/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 472588

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Baldwin Police Dept.- GA 155 Willingham Ave Baldwin, GA 30511-2067 USA	Baldwin Police Dept.- GA PO Box 247 Baldwin GA 30511-0247 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tanner Shimp Phone: Email: tshimp@axon.com Fax:	Chris Jones Phone: 6782001394 Email: cjones@cityofbaldwin.org Fax:

Quote Summary

Program Length	48 Months
TOTAL COST	\$9,987.68
ESTIMATED TOTAL W/ TAX	\$9,987.68

Discount Summary

Average Savings Per Year	\$843.81
TOTAL SAVINGS	\$3,375.22

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$2,496.92	\$0.00	\$2,496.92
Oct 2026	\$2,496.92	\$0.00	\$2,496.92
Oct 2027	\$2,496.92	\$0.00	\$2,496.92
Oct 2028	\$2,496.92	\$0.00	\$2,496.92
Total	\$9,987.68	\$0.00	\$9,987.68

DRAFT

Quote Unbundled Price: \$13,363.52
Quote List Price: \$11,631.20
Quote Subtotal: \$9,987.68

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100845	TRUE UP - TASER 10 CERTIFICATION	1	12		\$46.75	\$46.75	\$561.00	\$0.00	\$561.00
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1	48	\$137.34	\$84.93	\$84.93	\$4,076.64	\$0.00	\$4,076.64
BWCCore	Core BWC Bundle	1	48	\$110.65	\$126.97	\$92.73	\$4,451.04	\$0.00	\$4,451.04
A la Carte Hardware									
H00001	AB4 Camera Bundle	1			\$899.00	\$899.00	\$899.00	\$0.00	\$899.00
Total							\$9,987.68	\$0.00	\$9,987.68

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	10/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	10/15/2025
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	2	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	10/15/2026
Core BWC Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	04/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	10/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	1	11/15/2025	11/14/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2025	11/14/2029
Core BWC Bundle	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	11/15/2025	11/14/2029
Core BWC Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	11/15/2025	11/14/2029
Core BWC Bundle	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	11/15/2025	11/14/2029
Core BWC Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/15/2025	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/15/2026	11/14/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	10/15/2026	11/14/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	10/15/2026	11/14/2029
Core BWC Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	10/15/2026	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	155 Willingham Ave	Baldwin	GA	30511-2067	USA
2	155 Willingham Ave	Baldwin	GA	30511-2067	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100845	TRUE UP - TASER 10 CERTIFICATION	1	\$140.25	\$0.00	\$140.25
Year 2	BWCCore	Core BWC Bundle	1	\$1,112.74	\$0.00	\$1,112.74
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1	\$1,019.18	\$0.00	\$1,019.18
Year 2	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$2,496.92	\$0.00	\$2,496.92

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100845	TRUE UP - TASER 10 CERTIFICATION	1	\$140.25	\$0.00	\$140.25
Year 3	BWCCore	Core BWC Bundle	1	\$1,112.74	\$0.00	\$1,112.74
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1	\$1,019.18	\$0.00	\$1,019.18
Year 3	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$2,496.92	\$0.00	\$2,496.92

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100845	TRUE UP - TASER 10 CERTIFICATION	1	\$140.25	\$0.00	\$140.25
Year 4	BWCCore	Core BWC Bundle	1	\$1,112.74	\$0.00	\$1,112.74
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1	\$1,019.18	\$0.00	\$1,019.18
Year 4	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$2,496.92	\$0.00	\$2,496.92

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100845	TRUE UP - TASER 10 CERTIFICATION	1	\$140.25	\$0.00	\$140.25
Year 5	BWCCore	Core BWC Bundle	1	\$1,112.74	\$0.00	\$1,112.74
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1	\$1,019.18	\$0.00	\$1,019.18
Year 5	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$2,496.92	\$0.00	\$2,496.92

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

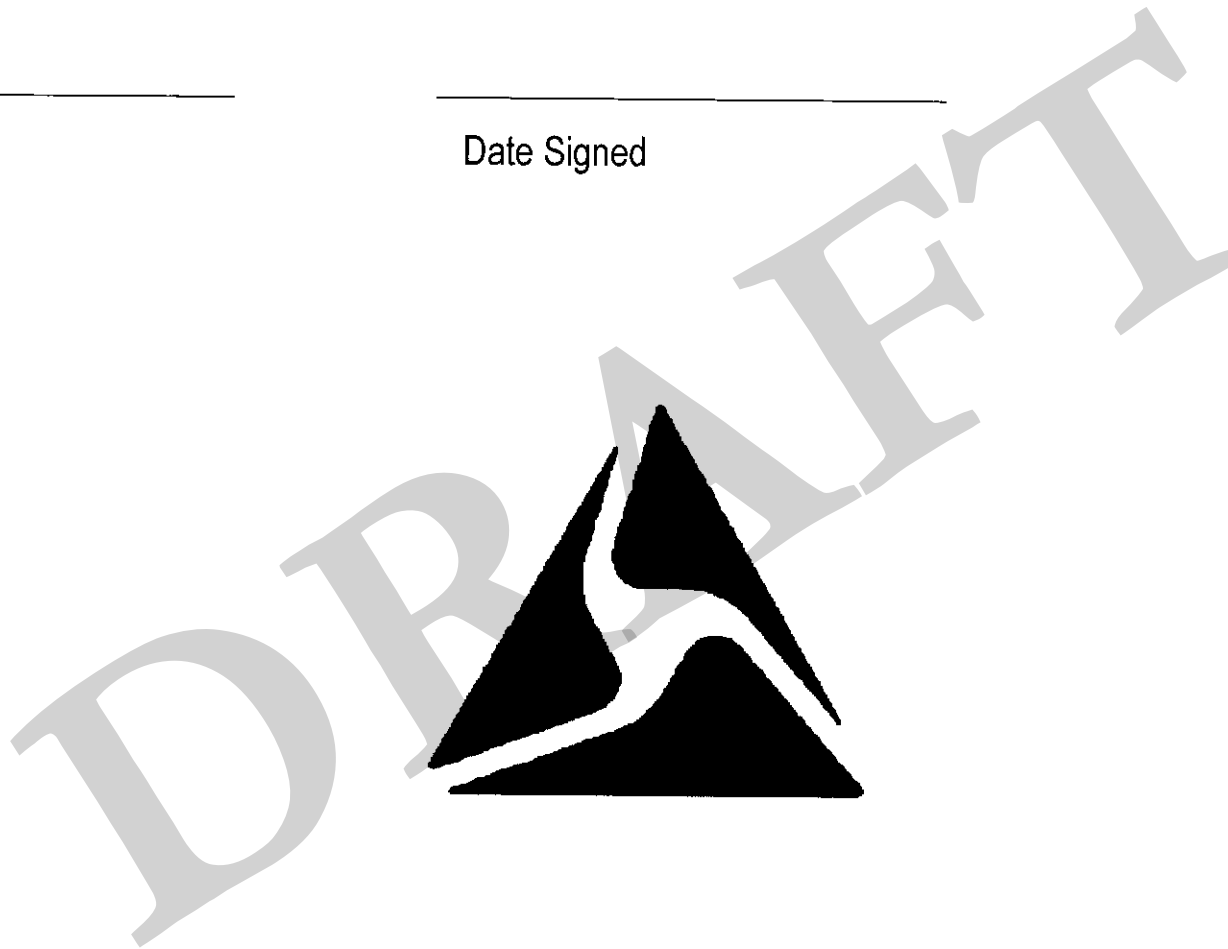
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/16/2025



CONTRACT FOR PROBATION SUPERVISION SERVICES

Pursuant to O.C.G.A. 42-8-101(a)(1), the City of Baldwin, Georgia (hereinafter referred to as the "City"), the Municipal Court of Baldwin, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor") do hereby agree and contract that:

1. SCOPE OF SERVICES

The Contractor shall provide the following probation services and programs for the Municipal Court of Baldwin, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications as set forth by the Misdemeanor Probation Oversight Unit.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours of annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the 40-hour initial orientation). All newly hired administrative employees, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area, in a locked file cabinet or safe.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the contract, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.
- H. Bill the offender for program services provided on such forms and in such a manner to conform to acceptable business practices. The accuracy of billing is to be confirmed by providing a copy of the services and attending costs to the offender.
Current program services/costs are outlined in Exhibit A, Cost/Fee Schedule.
- I. Submit monthly reports to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report

includes the services provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction-related costs. The monthly reports shall be provided to the Court and City by the tenth (10th) day of the following month.

- J. Tender all Court fines, costs, and restitution ordered and collected during the month from the offender to the City by the 10th day of the following month. Collect and tender all GCVEF payments to the state as mandated by law.
- K. Comply with all laws regarding the confidentiality of offender's records.
- L. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
- M. Collect all fines, costs, and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by CSRA Probation Services, Inc. A probation fee of forty-five (\$45.00) dollars per month shall be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which states that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
- N. Provide an ongoing monitoring program that accounts for activities of offenders serving their sentence and provide delinquency reports to the Court advising of violations and proceed with revocation procedures based on the direction of the Court.
- O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on the ability to pay per O.C.G.A. 42-8-102.
- P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the Contract and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00). The Court and City shall be listed as additional insureds on the surety/fidelity bond and the general liability insurance. The Contractor shall provide the Court and the City with a proof on such additional insured endorsement to the surety/fidelity bond and the general liability insurance upon the full execution of this contract and in the beginning month of any renewal term, and upon request by a party.
- Q. Caseload Levels: actively supervised caseloads will not exceed 300 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Court's approval. Out-of-area reporting shall report by telephone, Smartphone App, online or written report a minimum of once per month.
- R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court.
- S. Consecutive cases: Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after twelve (12) consecutive months of probation as required by statute, and every

four (4) months thereafter for the possibility of early termination recommendation.

2. CONTRACT TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive private entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Agreement. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, state, or federal laws.

This agreement shall be binding on the parties hereto for a period of one year commencing on _____ and shall expire on _____.

Notwithstanding the date of the expiration of the Contract, this Contract shall automatically renew under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party thirty (30) days prior to the date of expiration or the expiration of a renewal term. This Agreement is limited to a maximum of four (4) annual renewals and will expire on _____.

The Court may terminate this agreement if CSRA Probation Services, Inc. becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Any party may terminate this contract for default by giving the other parties written notice by certified mail (return receipt requested) thereof, specifying each particular default. If the party in fault fails to cure or take reasonable steps to cure the default within thirty (30) days after receipt of notice, the other party or parties may declare the Contract terminated effective upon receipt of notice thereof.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by CSRA Probation Services or its employees and agents under the terms of this Agreement.

No amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

City of Baldwin
Mayor
186 US 441 Bypass
Baldwin GA 30511

CSRA Probation Services, Inc.
802D Oakhurst Dr.
Evans, GA 30809

IN WITNESS THEREOF, the parties hereto have executed this contract on this the _____ day
of _____, 20____.

ATTEST:

BY: _____
Stephanie Almagno, Mayor
Baldwin, Georgia

BY: _____
Judge Robert Sneed
Baldwin Municipal Court

BY: _____
Ginny D. Kent
Chief Executive Officer
CSRA Probation Services, Inc.

EXHIBIT A
COST AND FEE SCHEDULE

STANDARD MONITORING SERVICES

SERVICE	RATE
Probation Supervision Fee	\$45/month
GCVEF	\$9/month
Drug Testing	\$20/test
Electronic Monitoring RF	\$25 install fee, \$10/day
Electronic Monitoring - GPS Active	\$25 install fee, \$12/day
Alcohol Monitoring – Random	\$5 (combined w/ RF)
Alcohol Monitoring – Continuous (SCRAM)	\$25 install fee, \$12/day
Bond Supervision	\$45/month

GROUP PROGRAM / EDUCATIONAL SERVICES

SERVICE	RATE
ACCI Offender Education Workbook Course	\$60/course

PROBATION SERVICES INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF ALTO, GEORGIA AND THE CITY OF BALDWIN, GEORGIA

This Probation Services Agreement, which shall hereinafter be referred to as (“Agreement”), is made and entered into this _____ day of _____, 2025 by and between the Town of Alto, Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Town Council of the Town of Alto (hereinafter referred to as “Alto”) and the Mayor and City Council Of Baldwin (hereinafter referred to as “Baldwin”) under the specific authority of O.C.G.A. §42-8-101(b)(2);

WITNESSETH

WHEREAS, the City Of Baldwin is a municipal corporation chartered and existing under the laws of the State of Georgia.

WHEREAS, Honorable Robert Sneed is the Judge of the City of Baldwin Municipal Court (hereinafter “the Court”);

NOW THEREFORE, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town of Alto and the City of Baldwin hereby enter into this Agreement on the terms and conditions provided herein as follows:

1. The Town of Alto shall provide services for the supervision, counseling and collection of court-ordered fines of probationers assigned to the probation entity by the City of Baldwin Municipal Court (hereinafter “the Court”).
2. Any employee, agent or volunteer who provides any service to offenders or has access to probation entity records, or who has telephone or face-to-face contact with offenders under supervision, or access to offender data shall meet the probation entity employee standards in accordance with Rule 105-2-.09 of the Georgia Department of Community Supervision (hereinafter “GDOCS”).
3. Any person employed as and using the title of probation officer shall meet the probation officer standards in accordance with Rule 105-2-.09 (b) of the GDOCS; provided, however, any person employed as a probation officer by the Town as of March 1, 2006 shall be exempt from the college requirements of said rule.
4. All employees shall submit to a criminal records check in accordance with GDOCS policy and Rule 105-2-.10.
5. All probation officers shall complete a 40-hour initial orientation program within six (6) months of appointment, where required by law, and a 20-hour annual in-service continuing education training program, consisting of a curriculum approved by the Misdemeanor Probation Oversight Unit (hereinafter “MPOU”), in accordance with Rule 105-2-.12.
6. Probation Officers shall receive twenty (20) hours of annual in-service training in accordance with Rule 105-2-.12.

7. All administrative employees shall obtain sixteen (16) hours of initial orientation training in accordance with Rule 105-2.12 (c) and must obtain eight (8) hours of annual in-service training 105-2-.12 (d).

8. Supervision levels shall consist of Intensive Probation, Supervised Probation, and Unsupervised Probation requiring face-to-face contacts, telephone contacts, mail-in reports, or Pay Only as forms of supervision and monitoring on a regular basis as ordered or approved by the Court. The Probation Office shall maintain a caseload level of appropriate size to ensure quality services and the highest level of supervision and monitoring determined necessary for the type of supervision ordered by the Court. One (1) probation officer will not supervise more than 350 probationers who are actively reporting at least once per month. Intensive Supervision shall consist of at least two (2) face office visits per month along with increased random drug testing. Supervised probation shall consist of at least one (1) face office, telephone report, or mail-in report per month. Unsupervised probation shall only require a contact if there are changes in the probationer's demographic information or contacts with law enforcement. Pay Only probation shall only require the monitoring of monthly payments.

9. All Court ordered fines, fees, and restitution shall be paid by cashier's check, money order, credit card, or debit card. The person making the payment shall be given a receipt from the Probation Management system, which shall list the amount paid for that particular case. All monies collected by the probation department shall be remitted to the City of Baldwin Finance Department within 10 days of the end of the month

10. Persons deemed indigent by the Court shall be supervised at no cost to the offender. The Probation Office will provide a community service program that will provide offenders with the opportunity to perform community service in lieu of payment of fines at rates established by the Court.

11. Persons found to be in violation of probation will have said violations reported to the Court. Probation officers will appear in Court to offer testimony or evidence regarding the alleged probation violations. The Court will impose appropriate sanctions.

12. The probation entity shall provide Quarterly reports to the MPOU and the Sentencing Judge in accordance with Rule 105-2-.13

13. The Probation Office will be responsible for the supervision of all cases sentenced in the Court until such time as the Probation Office is dissolved by the Presiding Judge of said Court, with the approval of the City of Baldwin. Either party to this Agreement may request a review of the terms of this Agreement upon a sixty (60) day written notice to the other party. This Agreement shall expire on the 31st day of December, 2026 in accordance with Rule 102-2-.08 (a) (11).

14. All fees shall be established by the Court in writing. The Probation Office shall not assess any fee unless it appears on a Court Sentence, Court Order, or within this Agreement. Said fees are set forth in Exhibit "A" to this Agreement, and shall be incorporated by reference as if fully set forth herein.

15. All Pay Only cases shall be supervised in accordance with O.C.G.A. 42-8-103.

16. All Consecutive cases shall be supervised in accordance with O.C.G.A 42-8-103.1 (B).

IN WITNESS WHEREOF, the Town and the Presiding Judge of the City of Baldwin Municipal Court have caused this Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

TOWN OF ALTO, GEORGIA

By: _____
Gail Armour, Mayor

[SEAL]

Attest: _____
City Clerk (Notary Public _____ County, Georgia) My Commission Expires _____

Approved as to form:

, David Syfan, Attorney for the Town of Alto

CITY OF BALDWIN, GEORGIA

By: _____
Stephanie Almagno, Mayor

[SEAL]

Attest: _____
(Notary Public _____ County, Georgia) My Commission Expires _____

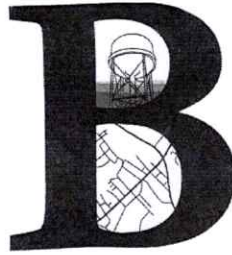
Hon. Robert Sneed, Presiding Judge of the City of Baldwin Municipal Court

EXHIBIT "A"
FEE SCHEDULE

Intensive Supervision	\$40.00/month
Supervised Probation	\$40.00/month
Unsupervised Probation	\$40.00/month
Pay Only Probation	\$40.00/month for 3 months maximum
Georgia Crime Victims Emergency Fund	\$9.00/month. Pay only cases shall only pay 3 months maximum.
Drug Test/Alcohol Screening	\$15/test if positive

CITY COUNCIL

Mayor Stephanie Almagno
Erik Keith, Post 1
Nancy Lehman, Post 2
Kerri Davis, Post 3
Maarten Venter, Post 4
Alice Venter, Post 5



Emily Woodmaster, CAO
Erin Gathercoal, City Clerk
The Samuels Firm, City Attorney

186 Hwy 441 Bypass
Baldwin, GA 30511
706-778-6341

Council Action Form

Meeting Date: Sept. 9th 2025

Submitted By: SCOTT BARNHART

Agenda Item: NEPTUNE 360

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

☐ Ordinance (No. _____) ☐ Contract ☐ Information Only ☐ Public Hearing
☐ Resolution (No. _____) ☐ Ceremonial ☒ Discussion/Action ☐ Other

Background (Includes description, background, and justification)

THIS WILL UP-GRADE THE meter system with THE Required Software

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

505-4400-542100-00

☒ Capital Asset Cost 22,490.00 Useful Life 8

Staff Recommendation (Include possible options for consideration)

Department Head Approval [Signature]

Date 8/20/25

City Attorney Approval [Signature]

Date _____

CAO Approval [Signature]

Date 8/20/25

Council Denial _____
Council Tabled Until _____
Council Approval _____



City of Baldwin

P.O. BOX 247
BALDWIN, GA 30511

TEL: (706) 778-6341
FAX: (706) 776-7970

PURCHASE ORDER NUMBER

1,737

DATE:

8/20/2025

ISSUED TO:

DELTA MUNICIPAL SUPPLY

QUOTE # 15898

BUDGET NUMBER:

DEPARTMENT

505-4400-542100-00

SHIP VIA

F.O.B.

TERMS

DATE REQUIRED

	QTY. ORDERED	QTY. RECEIVED	STOCK NUMBER/ ITEM DESCRIPTION	UNIT PRICE	PER	TOTAL AMOUNT
1	1-Jan		NEPTUNE 360-AMR ANNUAL SOFTWARE SERVICE	\$ 4,050.00		\$4,050.00
2	1		NEPTUNE 360 ONE TIME SET UP FEE	\$ 750.00		\$750.00
3	1		NEPTUNE MRX920V4 DRIVE BY SYSTEM	\$ 11,000.00		\$11,000.00
4	1		NEPTUNE R900V BELT CLIP RECEIVER	\$ 6,500.00		\$6,500.00
5	1		NEPTUNE R900 BELT CLIP REPLACEMENT BATTERY	\$ 190.00		\$190.00
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
Total						\$22,490.00

IMPORTANT:

Our order number must appear on all invoices, packages and correspondence. Advise us if unable to deliver complete order by the date required.



DELTA

MUNICIPAL SUPPLY

Quote

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
2/18/2025	15898

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	750.00	750.00
1	Neptune 360 On-Site Training	0.00	0.00
1	Neptune MRX920v4 Drive By System	11,000.00	11,000.00
1	Neptune R900v3 Belt Clip Receiver	6,500.00	6,500.00
1	Neptune R900 Belt Clip Replacement Battery	190.00	190.00

	Subtotal	\$22,490.00
	Sales Tax (0.00)	\$0.00
	Total	\$22,490.00

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

"We Supply Service"

CITY OF BALDWIN, GEORGIA

As Of 8/22/2025

Speed Zone Revenue

Collections Began March 2021

PUBLIC SAFETY PROJECTS	COMMITTED FUNDS	TOTAL SPENT
POLICE		
Patrol Upfitting <i>Approved 07/12/2021</i>	\$ 6,940.05	\$ 6,940.05
Axon Taser and Body Camera Program <i>Approved 08/12/2021</i>	\$ 12,655.04	\$ 11,862.27
Lexipol <i>Approved 9/13/2021</i>	\$ 3,245.00	\$ 3,244.25
IT Server Upgrades <i>Approved 12/13/2021</i>	\$ 43,000.00	\$ 40,655.23
PD Equipment (Glock Pistols-5) <i>Approved 01/10/2022</i>	\$ 3,367.00	\$ 3,367.00
Caution Light Repair <i>Approved 03/28/2022</i>	\$ 2,000.00	\$ 1,600.00
Security Access Control for PD <i>Approved 505/23/2022</i>	\$ 14,765.96	\$ 14,765.96
Additional Vehicle Upfitting <i>Approved 11/08/2022</i>	\$ 8,046.00	\$ 8,046.00
Up front AME Upfitting <i>Approved 11/08/2022</i>	\$ 33,000.00	\$ 33,000.00
Forced Entry Door (SPLIT) <i>Approved 2/27/2023</i>	\$ 4,250.00	\$ 4,180.59
K-9 Unit Creation	\$ 6,156.95	\$ 3,048.98
Police Patrol X6 FY24 Balance	\$ 10,695.94	\$ 10,695.94
1 Patrol Addition FY24 <i>Approved 10/10/2023</i>	\$ 10,599.92	\$ 10,599.92
1 Patrol Addition FY24 <i>Upfitting 10/10/2023</i>	\$ 9,000.00	\$ 9,000.00
K-9 Ace Watch Dog System <i>Approved 3/10/2025</i>	\$ 2,675.00	\$ 2,675.00
2 Vehicle Addition (from FY24) CAP. COSTS	\$ 16,781.55	
FIRE		
Turn Out Gear <i>Approved 6/16/2021</i>	\$ 22,590.00	\$ 19,425.00
Computer Upgrades <i>Approved 8/12/2021</i>	\$ 6,603.60	\$ 6,603.00
Training Facility Upgrades <i>Approved 10/11/2021</i>	\$ 23,000.00	\$ 23,000.10
Training Facility Upgrades <i>Approved 01/10/2022</i>	\$ 40,485.00	\$ 37,165.37
Utility Trailer <i>Approved 04/25/2022</i>	\$ 4,500.00	\$ 4,500.00
LUCAS Device <i>Approved 05/23/2022</i>	\$ 9,979.99	\$ 9,979.99
PowerHawk Combi Tool <i>Approved 06/13/2022</i>	\$ 15,730.30	\$ 15,730.30
QRV Purchase <i>Approved 11/02/2022</i>	\$ 36,684.00	\$ 36,684.00
Forced Entry Door (SPLIT) <i>Approved 2/27/2023</i>	\$ 4,250.00	\$ 4,180.58
Fire Truck FY24 Contribution from Fire Truck Fund	\$ 67,000.00	\$ 67,000.00
Fire Truck Purchase Contribution <i>Approved 11/2/2022</i>	\$ 58,133.82	\$ 58,133.82
Rescue Essentials <i>Approved 5/28/2024</i>	\$ 1,424.00	\$ 1,424.00
Fire Truck FY25 Contribution from Fire Truck Fund	\$ 91,875.79	\$ 91,875.79
Remainder of Fire Truck Payment	\$ 33,258.03	\$ 33,258.03
Engine 42 Motor Rebuild <i>Approved 2/10/2025</i>	\$ 29,000.00	\$ 28,965.00
COURT		
Chairs and Furniture <i>Approved 06/12/2023</i>	\$ 9,900.00	\$ 9,710.58
STREETS		
Highland Pointe Speed Bumps <i>Approved 7/15/2024</i>	\$ 2,000.00	\$ 2,000.00
BANK FEES		
Checks for Account	\$ 95.97	\$ 95.97
Totals	\$ 643,688.91	\$ (613,412.72)

Millage Rate Options 2025

			MINIMUM REQUIRED INCREASE		MINIMUM REQUIRED INCREASE PLUS ADDITIONAL POSITIONS		MINIMUM REQUIRED INCREASE PLUS ADDITIONAL POSITIONS & AC	
BALDWIN	2024		2025		2025		2025	
	<i>Habersham</i>	<i>Banks</i>	<i>Habersham</i>	<i>Banks</i>	<i>Habersham</i>	<i>Banks</i>	<i>Habersham</i>	<i>Banks</i>
Real & Personal	103,522,028	30,076,660	131,453,182	33,193,930	131,453,182	33,193,930	131,453,182	33,193,930
Motor Vehicles	512,220	1,889,650	458,970	2,025,360	458,970	2,025,360	458,970	2,025,360
Mobile Homes	1,731,124	51,402	1,789,880	51,807	1,789,880	51,807	1,789,880	51,807
timber 100%	-	-	-	-	-	-	-	-
Heavy Duty Equipment	-	-	-	-	-	-	-	-
State Forest Land Grant	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Public Utilities	1,807,645	742,519	-	-	-	-	-	-
Gross Digest	105,765,372	32,760,231	133,702,032	35,271,097	133,702,032	35,271,097	133,702,032	35,271,097
Less M&O Exemptions	2,376,045	1,307,903	6,897,089	1,886,342	6,897,089	1,886,342	6,897,089	1,886,342
Net M&O Digest	103,389,327	31,452,328	126,804,943	33,384,755	126,804,943	33,384,755	126,804,943	33,384,755
Gross M&O Millage	8.481	9.170	9.170	11.273	9.170	11.880	9.170	12.045
Less Rollback	-0.689	4.442	-2.103	4.270	-2.768	4.270	-2.768	4.270
Net M&O Millage	9.170	4.728	11.273	7.003	11.880	7.610	12.045	7.775
Total Tax Levy	948,080	148,707	1,429,472	233,795	1,506,443	254,060	1,527,366	259,568
Increase/(Decrease)	158,732	77,380	481,392	233,795	1,506,443	20,265	1,293,570	5,508
Net Taxes Percent	16.74%	52.04%	33.68%	100.00%	100.00%	7.98%	84.69%	2.12%
	\$	1,096,786.74	\$	1,663,267.47	\$	1,760,502.61	\$	1,786,933.91
		\$31,452,328	2025 Net Digest	\$33,384,755	Adds Finance Director and SMC	\$33,384,755	Adds Finance Director, SMC and AC	\$33,384,755
		\$139,701	2024 Banks LOST	\$142,551		\$142,551		\$142,551
		4.442	Rollback Millage	4.270		4.270		4.270
		9.17	Set Millage	11.273		11.880		12.045
		4.728	Net Millage	7.003		7.610		7.775

Banks County Reassessment:

Habersham County Reassessment:

RESOLUTION #2025-09171R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BALDWIN TO ESTABLISH A TEMPORARY DOWNTOWN ENTERTAINMENT DISTRICT PURSUANT TO ORDINANCE NO. 2022-10112 TO ALLOW AN ESTABLISHMENT WITH A VALID ALCOHOL LICENSE TO OPERATE WITHIN SUCH AREA DURING THE TIME PERIOD PRESCRIBED HEREIN TO DISPENSE AND/OR SERVE ALCOHOLIC BEVERAGES FOR CARRY OUT PURPOSES DURING THE CITY OF BALDWIN'S FALL FESTIVAL, AND FOR OTHER PURPOSES

WHEREAS, on October 17, 2022, the Baldwin City Council adopted Ordinance No. 2022-10112 so as to allow the City, by Resolution, to specifically authorize the establishment of a Downtown Entertainment District that allows those establishments with a valid alcohol license operating within such area to dispense and/or serve alcoholic beverages for carry out purposes, provided all other laws, rules, and ordinances are followed; and

WHEREAS, the Baldwin City Council desires to establish a temporary Downtown Entertainment District as set forth herein for the purpose of allowing the sale and consumption of alcoholic beverages within such District during the City of Baldwin's Fall Festival.

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

1.

The City of Baldwin, Georgia, by and through the City Council, hereby establishes a temporary Downtown Entertainment District as depicted on Exhibit A attached hereto and incorporated herein by reference, to be effective from 12:00 p.m. on October 18, 2025, until 8:00 p.m. on October 18, 2025. Pursuant to Ordinance No. 2022-10112, consumption of alcoholic beverages shall be permitted within the Downtown Entertainment District and during the times established herein.

2.

The following establishment(s) is/are permitted to dispense and/or serve alcoholic beverages within the temporary Downtown Entertainment District established herein:

1. Los Cerritos of Baldwin, GA

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

Adopted and approved this 9th day of September, 2025.

By:

Mayor, Stephanie Almagno

Attest:

City Clerk, Erin Gathercoal

August 15, 2025

Ms. Emily Woodmaster, CAO
Baldwin City Hall
186 US-441
Baldwin, GA 30511

**Re: Report on Bids Received, City of Baldwin Southside Water System Improvements
EMI Project Number 25-059**

Dear Emily:

The City issued a request for construction bids for the above-mentioned project in July of 2025. Considering the emergency basis of completing construction of this project as soon as possible, direct invitations were sent out to four local, licensed utility Contractors.

Bids were duly opened at City Hall on August 12, 2025, at 2:00 PM. The City received two total bids. The bids are within the budgeted funds, as we understand.

The lowest responsive, responsible bidder is that of Dale Construction Company of Maysville, Georgia with a low bid of \$371,500.00.

EMI has worked with Dale Construction Company before on multiple projects, and all results have been favorable. They have also worked in the City of Baldwin before as a pipeline subcontractor. Accordingly, based on our detailed review of the bids and contractor qualifications, we see no reason not to award the contract to Dale Construction Company in the amount of \$371,500.00.

If this award recommendation is acceptable to the City, enclosed are a Notice of Award and a proposed Resolution of Award. If satisfactory, please sign and return both documents for inclusion in the Contract Documents. Upon receipt, the Contractor will be notified, and preparation of the Contract Documents will proceed, followed by scheduling a preconstruction conference and issuing a Notice to Proceed with construction.

Ms. Emily Woodmaster, CAO

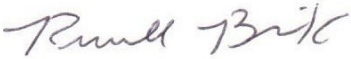
August 15, 2025

Page 2 of 2

Please feel free to contact us at any time should you have questions. We truly appreciate our association with the City.

Sincerely,

ENGINEERING MANAGEMENT, INC.

A handwritten signature in dark ink, appearing to read "Russell Brink".

Russell Brink, P.E.

rbrink@eminc.biz

Enclosures

cc: Honorable Stephanie Almagno, Mayor
Scott Barnhart, Public Works Director
Fletcher Holliday, EMI

Z:\PROJECTS\25\25059 Baldwin South Side Water System\Bid Phase\BP4-Engr's Recommendation of Award-Budget Analysis\25-059 Award Recommendation 081525.docx

Bid Tabulation-Southside Water System Improvements for the City of Baldwin, Georgia

Dale Construction Co.	Keener Construction, Inc.
960 Unity Church Road	1350 Nub Garland Rd,
Maysville, GA 30558	Toccoa, Ga 30577
706-215-4380	(706) 244-4283

ITEM NO.	DESCRIPTION	UNIT	Est. No. of Units	UNIT PRICE	TOTAL FOR ITEM	UNIT PRICE	TOTAL FOR ITEM
	ROCK REMOVAL (ALLOWANCE)	CY	100	\$70.00	\$7,000.00	\$70.00	\$7,000.00
	SILT FENCE - TYPE A	LF	800	\$3.00	\$2,400.00	\$3.15	\$2,520.00
	HAYBALE CHECK DAMS	EA	20	\$150.00	\$3,000.00	\$203.23	\$4,064.60
	JACK AND BORE - 16" STEEL CASING AND 8" PVC WITH RESTRAINED JOINTS	LF	110	\$580.00	\$63,800.00	\$825.00	\$90,750.00
	OPEN CUT INTALL- 16" STEEL CASING AND 8" PVC WITH RESTRAINED JOINTS	LF	225	\$300.00	\$67,500.00	\$325.00	\$73,125.00
	ASPHALT DRIVEWAY CUT & REPAIR PER DETAIL	LF	202	\$75.00	\$15,150.00	\$50.00	\$10,100.00
	FIRE HYDRANT ASSEMBLY - COMPLETE	EA	1	\$7,000.00	\$7,000.00	\$7,592.00	\$7,592.00
	8" DIA. AWWA C900 PVC DR 21 WATER PIPE	LF	790	\$75.00	\$59,250.00	\$97.00	\$76,630.00
	8" GATE VALVE - COMPLETE	EA	5	\$3,500.00	\$17,500.00	\$3,198.00	\$15,990.00
	8" TAPPING SLEEVE AND VALVE	EA	1	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00
	EX. 6" WATERLINE ABANDONMENT	LS	1	\$10,000.00	\$10,000.00	\$3,200.00	\$3,200.00
	CONNECT TO EX. WATERLINE	EA	2	\$20,000.00	\$40,000.00	\$2,500.00	\$5,000.00
	AIR/VAC VALVES VIA SADDLE TAP ON EX. 6" LINE	EA	4	\$8,500.00	\$34,000.00	\$17,250.00	\$69,000.00
	AIR/VAC VALVES VIA SADDLE TAP ON EX. 4" LINE	EA	4	\$8,500.00	\$34,000.00	\$17,250.00	\$69,000.00
	MULCH WITH PERMANENT GRASSING	LF	800	\$3.00	\$2,400.00	\$4.50	\$3,600.00
TOTAL BASE BID:					\$371,500.00		\$434,071.60

I hereby certify this to be a true and accurate tabulation of bids
received by the City of Baldwin on August 12, 2025 at 2:00 pm



Russ Brink, PE
Engineering Management, Inc.

RESOLUTION #2025-09174R
A RESOLUTION BY THE CITY OF BALDWIN
FOR THE PURPOSES OF AWARING A CONSTRUCTION CONTRACT
FOR THE SOUTHSIDE WATER SYSTEM IMPROVEMENTS PROJECT
AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE
APPROPRIATE DOCUMENTS FOR IMPLEMENTATION OF THE PROJECT

WHEREAS, the City of Baldwin desires to make improvements to its water system, and

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

WHEREAS, all required rights and permits are being secured for the project; and

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

WHEREAS, the project was issued for bids; and

WHEREAS, bids were duly opened by the City on August 12, 2025; and

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

WHEREAS, an appropriate review of the bids indicate that the most qualified firm and the best bid for the project is that of Dale Construction Company of Maysville, Georgia in the amount of Three hundred seventy-one thousand, five hundred dollars and 00/100 (\$371,500.00).

NOW THEREFORE be it resolved by the City of Baldwin to award the Southside Water System Improvements project to Dale Construction Company of Maysville, Georgia in the amount of Three hundred seventy-one thousand, five hundred dollars and 00/100 (\$371,500.00).

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

This Resolution read and passed by a quorum on the _____ day of September 2025.

Certified correct by:

Stephanie Almagno, Mayor

I, Erin Gathercoal, City Clerk, and official keeper of the records, do hereby certify that the above Resolution was passed in regular session this _____ day of September 2025 and has not been rescinded in any way.

Erin Gathercoal, City Clerk
(SEAL)



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of September, 2019, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Baldwin (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of ~~twelve~~eighteen (12~~8~~) percent per annum or the maximum rate allowed by law.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA.

Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. Responsibilities of Client. Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall ~~remain the~~ upon payment become the property of Client~~BVNA~~. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. Use of Data or Services. BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services ~~shall be and remain the property of BVNA and~~ shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. Relationship of Parties. BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. Standard of Care. BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. ~~Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.~~

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA ~~and Client and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA")~~ for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

12. **Consequential and Punitive Damages.** ~~Except to the extent prohibited by law,~~ Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. ~~Client shall name BVNA as additional insured on its Builder's Risk policy.~~

14. **Cause of Action.** ~~In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party. If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim.~~ Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state ~~where the BVNA office originating the work or proposal is located~~ of Georgia.

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. ~~The technical and pricing information contained in any proposal or other documents~~

submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent. This provision shall be inapplicable to the extent that the provision conflict with any applicable freedom of information act ("FOIA") requests or is otherwise in violation of any laws or regulations.

26. Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such

person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: _____

Print Name: Joe E. Lan

Title: Mayor

Date: 9-23-19

BVNA

By: _____

Print Name: HAC Cuenca

Title: Project Manager

Date: 9.23.19

DTQRR: _____

Date: _____

Attachment A - Scope of Services

Attachment B - Fee Schedule

ATTACHMENT A SCOPE OF SERVICES

Building Code and Zoning Administration

BVNA will act as the City's Building Official and Zoning Administrator and will serve at the direction of the City Administrator. Administrative services shall be provided as needed to assist the City in making decisions in new land use/development proposals, zoning and city ordinances, and building construction. BVNA will assist in analyzing projects for compliance with the City's general plan, zoning ordinance, subdivision ordinance, design guidelines and applicable specific plans. BVNA will assist in review and process of ministerial applications and discretionary entitlements, such as Plan Checks, Zoning Clearances, Sign Permits, Use Permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning Amendments. The City is the final interpretive authority.

Building Code Inspections and Architectural Plan Review

Plan review services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the City. The plans examiner will return plans with comments within 14 business days from the date of receiving the plans. Applicants will be notified of the plan review comments and are responsible for addressing the comments to the satisfaction of the City. The City will retain final interpretive authority over all plans and specifications. Permits are issued by the City.

Inspection services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the City. Special inspections as specified in Chapter 17 and non-prescriptive structural inspections of the adopted international Building Code are not included. Inspections shall be performed daily as needed. Inspectors shall report to the City Administrator or their designee to collect inspection requests and upon performing inspections, the inspector shall place detailed reports in the permit file and a copy will be left on site for the builder. All violations or deficiencies shall be cited with the appropriate code section on the report. Any violations of the Code or concealment of any work prior to approval by BVNA will be reported to the City Administrator or their designee. The City is the final interpretive authority. The Certificate of Occupancy is issued at the discretion of the City.

Land Development and LIA Management

BVNA will perform construction inspection services and will work under the supervision of the City. BVNA will serve as the City's representative with regard to activities at construction and land development sites. Services include inspection of all active construction sites to determine that the construction activity and installation complies with approved plans, as-built drawings, applicable codes and ordinances including tree preservation, compliance with NPDES standards for erosion control and storm water BMPs. Construction activity inspections will include inspection of operations, roadway excavation and embankments, roadway construction, including subgrade, base and finish surface, all concrete work, storm water BMP enforcement and other construction as appropriate.

BVNA will oversee the City's Local Issuing Authority responsibilities as related to EPD requirements for land disturbance and storm water discharge. BVNA will review plans and conduct inspections for all land development activities permitted in the City. The City will retain final interpretive authority over all plans and specifications. Permits are issued by the City.

Property Maintenance and Housing Rehabilitations Inspections

Property maintenance inspections will be conducted in accordance with the City's Code of Ordinances and the current adopted edition of the International Property Maintenance Code. Inspections are performed as needed when complaints are made by the City or its citizens. Voluntary compliance is sought through education and conversation with the violator. Citations are issued at the discretion of the City as it pertains to the minimum days to comply as stated in the Code of Ordinances. The inspector will keep a record of the activity involved on file of all cases. If necessary, the inspector will appear in court to testify on behalf of the City. The City is the final interpretive authority.

ATTACHMENT B
FEE SCHEDULE

Building Code and Zoning Administration

Hourly

For building department and zoning administration, BVNA will invoice the client at a rate of \$70.00 per hour with a minimum of two hours.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours

Building Code Inspections and Architectural Plan Review

Hourly (short term)

For building code inspection and plan reviews, BVNA will invoice the client at a rate of \$70.00 per hour with a minimum of two hours.

Shared Revenue (long term)

Upon adoption of the recommended fee schedule, BVNA will invoice the client at a rate of 75% of the building and plan review fees collected by the City. This rate is contingent upon the City adopting a recommended fee schedule revised and amended in agreement from the City's existing fee schedule.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

Land Development and LIA Management

Hourly (short term)

For inspections and plan review related to development and erosion sedimentation control, BVNA will invoice the client at a rate of \$85.00 per hour with a minimum of two hours. This fee does not pertain to permitted building projects.

Shared Revenue (long term)

Upon review and amending of the City's planning and zoning fee schedule, BVNA will invoice the client at a rate of 80% of the development plan review fees collected by the City.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

Property Maintenance and Housing Rehabilitation Inspections

Hourly

For code enforcement and property maintenance inspections, BVNA will invoice the client at a rate of \$75.00 per hour with a minimum of two hours.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

CLIENT INITIALS: JE

BVNA INITIALS: [Signature]



Building Department Services



Bureau Veritas North America, Inc.
67 Athens Street
Jefferson, GA 30549
Attn: Hal Chitwood, Project Manager
706.818.4668

hal.chitwood@bureauveritas.com



August 19, 2019

Mr. Jerry Neace
City Administrator
City of Baldwin, GA
186 Hwy 441 Bypass
Baldwin, GA 30511

Dear Mr. Neace,

Bureau Veritas North America, Inc. (BVNA) is pleased to offer our credentials and expertise in code administration, architectural plan review and building code inspection. We take great pride in our ability to provide exemplary services to our clients. This informational document highlights over 30 years of experience providing similar services for other federal, state and local government projects. We have the breadth and depth of resources, skills and expertise needed to provide excellent construction code enforcement services to meet your specific needs.

On the following pages I have highlighted our, experience and references, and our team's approach to providing code consulting services. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions. Our commitment to provide accurate and appropriate solutions to our clients and our ability to quickly and efficiently meet the needs of the communities that we serve makes BVNA an ideal partner.

I welcome the opportunity to meet with you to discuss how Bureau Veritas can partner with you for a successful, professional relationship with you by augmenting your project's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

Hal Chitwood, CBO
Business Unit and Project Manager
Bureau Veritas North America



Firm Qualifications

Founded in 1828 Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with over 70,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies. With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. We are the top independent environmental consulting firm in the United States and the largest elevator inspection firm in the United States.

BVNA anticipates needs and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting the highest standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach.

BVNA has an extensive background in building services. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

- Permitting
- Plan Review for Residential, Commercial/Industrial, and Land Development Projects
- Residential and Commercial/Industrial Inspections
- Erosion Sedimentation and Pollution Control Inspection and Plan Review
- Property Maintenance Code Compliance
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates

Our **local presence** allows us to provide timely delivery and exceptional customer service in the most cost-effective manner. BVNA will bring a cooperative and creative problem solving approach to your needs. We fully understand our role as a team member committed to achieving successful projects for you and your customers.



What Sets Us Apart

BVNA understands that while the company offers a wide range of services, not every community needs the same solutions. Our ability to offer a variety of services and to customize services for each community makes BVNA an ideal partner. We are ideally suited to provide code consulting services because we possess:

Unparalleled Building Safety and Code Consulting Expertise

- Proven turnkey building safety track record to more than 400 agencies nationally
- Municipal management and staff augmentation expertise
- Key staff that have helped develop and implement the latest International codes
- No private sector design work = no conflict of interest

Depth of Resources and Proximity to Meet Peak Workloads

- Consulting services will be provided from our Jefferson office
- 50+ offices throughout the United States
- Registered engineers and ICC certified staff dedicated to code compliance
- USGBC LEED review certifying body

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- First U.S. firm to achieve IAS Certification for third party accreditation (BVNA Plano, Texas office)
- Comprehensive and formalized plan review procedure
- Award-winning web-based project tracking and controls
- Electronic plan review to save time, money and paper – a GREEN solution

Strong Municipal Focus

- Helped establish and manage departments for more than 20 newly incorporated cities
- Provided building, fire, and civil engineering department head positions for more than 50 cities

The Right People Doing the Right Job

We have extensive resources and a large pool of **licensed and certified building safety experts** who are equipped to handle all of the client's needs, including building and fire plan check, building inspection, permit and counter services, code enforcement, ADA compliance, and building official services. Our professionals have considerable experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities, allowing them to tailor solutions specifically to the client's needs.

BVNA and our proposed, locally-based staff have an established history working for the nearby municipalities to perform outside plan check and field inspection services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the client, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the client's needs.



Competence Through Certification – International Code Council

Building safety depends on more than codes and standards. Building safety results from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents BVNA's commitment to providing professional and competent plan review and inspection staff to our municipal clients. The following is a list of ICC certifications held by our staff members and maintained in active status through continuing education units.

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official
Certified Electrical Code Official
Certified Fire Code Official
Certified Housing Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Inspector
Combination Plans Examiner
Commercial Combination Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Disaster Response Inspector
Electrical Inspector
Electrical Plans Examiner
Energy Code Specialist

Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Green Building Residential Examiner
Property Maintenance & Housing Inspector
Mechanical Inspector
Mechanical Inspector UMC
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Inspector UPC
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

Coupled with our ICC Certifications, our group also holds the following licenses and certifications:

Professional Engineer
Registered Architect
Master Plumber
Master Electrician
Certified Floodplain Manager
GSWCC Level IB Inspector

Electrical Engineer
Mechanical Engineer
Structural Engineer
LEED AP
Fire Protection Engineer
GSWCC Level II Plans Examiner



Master Code Professional – The Gold Standard

Multiple members of our team are actively working towards earning the MCP designation. As the highest level of certification the International Code Council has to offer, the Master Code Professional (MCP) designation has become the gold standard for demonstrating proficiency in the building and fire safety profession.

Earning the MCP credential is a significant personal accomplishment as well, requiring successful completion of an extensive series of objective and written examinations. Many of the examination credits are from core certifications, covering the areas of Residential Building Inspector, Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Building Plans Examiner, Accessibility Inspection Plans Examiner and Certified Building Official. The remaining credits are electives selected from a variety of areas such as Fire Inspector, Commercial Energy Inspector, Electrical Plans Examiner, Property Maintenance and Housing Inspector, and others.

Active Participation and Proficiency in the Code Industry

As demonstrated through our ICC Certifications, BVNA's staff is proficient in the application of the International Family of Codes. Additionally, the team is proficient in the application of the National Electrical Code, NFPA codes, Green Building Program/Energy Code, and Accessibility Standards. Our staff has participated in the development of the codes on the local and national level. They have chaired and served on ICC committees such as the Code Interpretations Committee, International Building Code Means of Egress Committee, International Building Code Steering Committee, and Sub-Committee for Accreditation Standards. They have also served on the plumbing and mechanical advisory board, and actively participated in the panel for the development of the electrical inspector certification exam. The staff attends code development hearings at the ICC meetings and are members of the Building Officials Association of Georgia and Georgia Association of Floodplain Managers.

Active Participation in Continuing Education

American Institute of Architects (AIA) Continuing Education Systems (CES) Provider

To even further demonstrate the team's knowledge, we are approved by the American Institute of Architects (AIA) as a Continuing Education Systems (CES) Provider where we have provided numerous training courses on International Codes and Standards. To ensure the highest-quality professional standards, CES Providers complete a comprehensive evaluation. Only CES Providers can offer professional learning units, the hallmark of quality in continuing education and training. BVNA has been an approved AIA Continuing Education Systems Provider since 2005.

Our core classes focus on the following topics:

- Accessibility – ADAAG, FHA, IBC/ANSI Standards
- International Building Code (IBC)
- International Energy Conservation Code (IECC)
- Health, Safety, and Welfare training in partnership with our HSE group



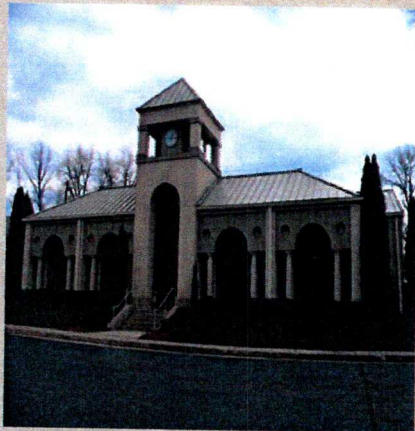
Active Participation in Accreditation

IAS AC402 Accredited

In October of 2010, the Bureau Veritas Code Division became the first, and only, company to achieve accreditation under the International Accreditation Service (IAS) Third Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC402). AC402 outlines requirements for the accreditation of third party non-governmental providers of building department services and thus recognizes the important role that private firms play in ensuring safety. The goal of the program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, to ensure that the outstanding safety record of buildings in the U.S., as compared to building elsewhere in the world, is maintained. Municipalities can use the IAS program to verify that the companies they hire are qualified to provide building safety services for the jurisdiction. For Bureau Veritas, accreditation is a way to provide independent verification of its established quality procedures and best practices that have been an integral part of the company since its founding in 1828.

Client Spotlight:

City of Oakwood



A growing city in Hall County, the City of Oakwood teamed with BVNA in 2016 to perform professional plan review, building inspections, and building department services.

BVNA provides the city with experienced and professional resources to optimize a high level of service delivery to the city's community.

"The City of Oakwood has been extremely pleased with the development services provided by Bureau Veritas. Their depth of knowledge in the building industry and documentation procedures has far exceeded our expectations. We are glad to have BV as a part of the Oakwood team and look forward to a long term professional relationship."

Stan Brown, City Manager



Although the BVNA group has been active in Georgia for several years, the company has only been delivering building department services throughout the state for five years. We are proud to showcase our clients and honored to be a part of their communities.



Jackson County: In November, 2013, the county retained the services of BVNA to act as the plan reviewer and building inspector for the Jackson County Public Development Department. BVNA's role is to administer compliance with the regulations of Title 8, Chapter 2 of the Official Code of Georgia and Title 36, Chapter 13 of the Official Code of Georgia, as adopted and, if applicable, modified by the local Code. BVNA is responsible for reviewing commercial plans, inspecting residential and commercial buildings and structures, providing inspection reports, advising County staff on matters related to County buildings and structures, and coordinating inspections with relevant County staff.



City of Commerce: With the recent rise in permit activity, the City of Commerce was needed to expand their technical capabilities. As construction activity can be unpredictable and inconsistent, the city chose to secure the plan review and inspection services of BVNA. Since October 2013, BVNA has been performing commercial and residential plan review and completing inspections for the City to ensure compliance with State and local codes and regulations.



Banks County: In December 2014, Banks County brought in BVNA to support the county's building inspections operations as necessary. This is a supplemental contract to support the inspector if additional technical knowledge or skills become necessary for overly complex projects or if volume becomes too heavy. BVNA also shores up any staff shortages due to training or time off.



City of Holly Springs: Since June of 2016, BVNA has been providing professional plan reviews and commercial inspections for this thriving community. Our presence in the City has ensured that the City is now equipped to efficiently and effectively handle new projects, both large and small.



Pickens County: In February 2015, Pickens County brought in BVNA to support the county's building department by handling all aspects of commercial permitting and inspections. The county has an in-house residential inspector but recognizes the advantages of having experts with the knowledge and experience of BVNA to handle more complex projects.

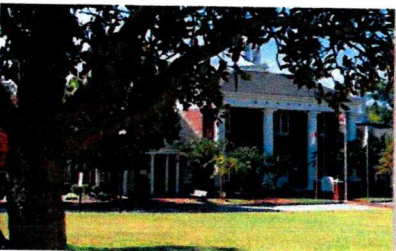


City of Social Circle: Located 45 miles east of Atlanta, Social Circle is a historic community in the Historic Heartlands section of Georgia in rural Walton County. BVNA proudly supports the city's code administration program by providing full service plan review, inspections, and housing rehabilitation inspections.



Town of Braselton: Situated about 40 miles northeast of Atlanta, the Town of Braselton spans across four counties: Jackson, Hall, Gwinnett, and Barrow.

Upon the retirement of the building official, the town arranged for BVNA to assume the responsibilities of the role, such as plan review and inspections.



City of Kennesaw: With the vacancy of the Building Official position, Croy Engineering filled the city's needs with the help of BVNA. In March 2016, BVNA provided a Building Official until the city filled the vacancy. Today, BVNA provides supplemental support to the Building Official for plan review and inspection services. Kennesaw lies within Cobb County and is located in the greater Atlanta metro area.



City of Arcade: Arcade, GA is a small community located in Jackson County. In May 2018, the City contracted BVNA to manage all responsibilities associated with the City as an EPD Local Issuing Authority. BVNA certified personnel provide the City officials with a comprehensive enforcement program for storm water and erosion control.



City of Dallas: Anchored in Paulding County, Dallas is our newest client contracting with BVNA in August 2018. The City relies upon BVNA for the provision of commercial and residential inspection services.



Approach to Work

During the 30 year tenure, the BVNA team has had the opportunity to observe, replicate, develop and successfully implement streamlined processes and best practices that produce efficient and cost-effective results.

Building safety in a community begins with adopting a proven set of building safety codes. But, it takes much more than a set of codes to protect the public. It requires qualified professionals to implement the day-to-day application of the codes. It also requires proven infrastructure to provide the resources and training necessary to keep the building safety professionals up-to-date with the latest building safety requirements and enforcement practices.

As declared by the International Code Council, "a successful code administration program achieves:

1. reduced risk of tragedy caused by natural disasters and fires
2. investment protection for property owners; and
3. insurance premium sustainability

The BVNA team pledges to provide the client with a successful code inspections program with qualified and experienced code professionals and a proven infrastructure.

Organizational capacity is the ability to successfully apply its skills and resources to accomplish its goals and satisfy its stakeholders' expectations. It is an ongoing process of assessing and reacting to future needs in order to maintain relevance and effectiveness. BVNA utilizes a number of strategies to align its capacity with the needs of its clients. A few of these key strategies is provided below.

Strategies to attract and retain highly qualified employees in the appropriate number to maintain the required level of service

Hiring and retaining exceptional talent is critical to BVNA's success and growth. That's why it's a customary practice for our Human Resources department to treat hiring as a year-round business process. In addition to using outside recruiting consultants, the BVNA team also employs full-time recruiters to constantly identify technical and managerial talent that possess the credentials, background, and cultural fit for our clients. BVNA has an established planning, recruiting, and selection process for hiring new talent. BVNA offers competitive salaries and benefits including professional development and personal growth initiatives that serve to attract and retain the best and the brightest in the industry.

Staff members remain at the top of their field

BVNA continuously invests in its employees and views staff training very seriously. Helping them to grow to their highest potential and advancing their professional skills has always been a priority. Within our budget we dedicate a substantial amount towards professional growth and development as recognized by the International Accreditation Service.

BVNA documents an employee's education and professional development during the annual Performance Management Process (PMP). Performance Management is the process through which supervisors and those they lead gain a shared understanding of work expectations and goals, exchange performance feedback, identify learning and development opportunities, and evaluate performance results. It is through this process that BVNA is able to create and sustain a workplace environment that promotes learning and professional development.



Key performance indicators

Key performance indicators help measure progress towards an established goal. KPIs must reflect the organization's goals, they must be key to its success, and they must be quantifiable (measurable). Choosing the right KPIs relies upon a good understanding of what is important.

With regards to a building division, service goals should be established in each area of service and regularly measured. As part of this system of evaluation, targets should be established for three separate areas of overall service: timeliness (turnaround time); quality (rate of error); and professionalism (quality of staff [e.g. knowledge, attitude, responsiveness and helpfulness] as perceived by users of department services). BVNA tracks key performance indicators specific to the requirements from each client.

Operational improvements to increase efficiencies, improve service and reduce operating expenses

BVNA has implemented Lean Project Management fundamentals as its foundation to identify and achieve operational improvements. As a customer-centric methodology, lean project management is a continuous cycle of eliminating waste and adding value. A lean system emphasizes the prevention of waste: extra time, labor or material spent that does not add value to the service. A lean enterprise is the foster a company culture where employees constantly look to improve their skills levels and production processes.

BVNA uses policies and procedures to document the framework for operation. The four basic concepts in developing the policies and procedures include Compliance, Operational Needs, Risk Management, and Improvement. In keeping with our Lean Project Management practices, the BVNA team continuously investigates improvement opportunities. Even so, it is an annual practice of BVNA's to formally analyze and amend policies and procedures to mirror changes in legislation and industry standards.



Scope of Work of Services

Code Administration and Architectural Plan Review

Plan review services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the City. The plans examiner will return plans with comments within 14 business days from the date of receiving the plans. Applicants will be notified of the plan review comments and are responsible for addressing the comments to the satisfaction of the City. The City will retain final interpretive authority over all plans and specifications. Permits are issued by the City.

Building Code Inspections

Inspection services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the City. Special inspections as specified in Chapter 17 and non-prescriptive structural inspections of the adopted international Building Code are not included. Inspections shall be performed daily as needed. Inspectors shall report to the City Administrator or their designee to collect inspection requests and upon performing inspections, the inspector shall place detailed reports in the permit file and a copy will be left on site for the builder. All violations or deficiencies shall be cited with the appropriate code section on the report. Any violations of the Code or concealment of any work prior to approval by BVNA will be reported to the City Administrator or their designee. The City is the final interpretive authority. The Certificate of Occupancy is issued at the discretion of the City.

Land Development and Erosion Control

BVNA will perform construction inspection services and will work under the supervision of the City. BVNA will serve as the City's representative with regard to activities at construction and land development sites. Services include inspection of all active construction sites to determine that the construction activity and installation complies with approved plans, as-built drawings, applicable codes and ordinances including tree preservation, compliance with NPDES standards for erosion control and storm water BMPs. Construction activity inspections will include inspection of operations, roadway excavation and embankments, roadway construction, including subgrade, base and finish surface, all concrete work, storm water BMP enforcement and other construction as appropriate.

Code Enforcement/Property Maintenance Inspections

Property maintenance inspections will be conducted in accordance with the City's Code of Ordinances and the current adopted edition of the International Property Maintenance Code. Inspections are performed as needed when complaints are made by the City or its citizens. Voluntary compliance is sought through education and conversation with the violator. Citations are issued at the discretion of the City as it pertains to the minimum days to comply as stated in the Code of Ordinances. The inspector will keep a record of the activity involved on file of all cases. If necessary, the inspector will appear in court to testify on behalf of the City. The City is the final interpretive authority.



Fees

Code Administration and Architectural Plan Review

Hourly

For building department administration and architectural plan review, BVNA will invoice the client at a rate of \$70.00 per hour with a minimum of two hours.

Shared Revenue

For architectural plan review, BVNA will invoice the client at a rate of 75% of the plan review fees collected by the client.

Building Code Inspections

Hourly

For building code inspection, BVNA will invoice the client at a rate of \$70.00 per hour with a minimum of two hours.

Shared Revenue

For building inspections, BVNA will invoice the client at a rate of 75% of the permit fees collected by the client.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

Land Development and Erosion Control

Hourly

For inspections and plan review related to development and erosion sedimentation control, BVNA will invoice the client at a rate of \$85.00 per hour with a minimum of two hours. This fee does not pertain to permitted building projects.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

Code Enforcement/Property Maintenance Inspections

Hourly

For code enforcement and property maintenance inspections, BVNA will invoice the client at a rate of \$85.00 per hour with a minimum of two hours.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

**INTERGOVERNMENTAL AGREEMENT
FOR IMPOSITION OF THE FLOATING HOMESTEAD LOCAL OPTION SALES TAX**

This **Intergovernmental Agreement** (“IGA”) is entered into this the ____ day of _____, 2025 by and between Banks County, a political subdivision of the State of Georgia (“County”), the City of Baldwin, Georgia (“Baldwin”), and the City of Maysville, Georgia (“Maysville”), both a municipal corporation of the State of Georgia (collectively, the “Municipalities”) (the County and Municipalities are collectively referred to herein as the “Governmental Entities”) for the purpose of implementing the provisions of Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (“O.C.G.A.”) as they relate to imposition of a Floating Local Option Sales Tax (“FLOST”) within the special tax district established for and conterminous with Banks County (“Special Taxing District”) pursuant to O.C.G.A. § 48-8-109.30.

WHEREAS, the Governmental Entities are authorized to enter into this IGA by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the Governmental Entities desire to impose a FLOST within the Special Taxing District which requires entering into an intergovernmental agreement calling for a FLOST and specifying the proposed rate of the tax (between 0.05% and 1.0%), the proposed maximum period of time that the tax is to be levied (up to five years), and the proposed allocation and distribution of the tax among the eligible political subdivisions; and

WHEREAS, the Special Taxing District that is conterminous with Banks County is eligible to impose a FLOST pursuant to O.C.G.A. § 48-8-109.31(d)(1), and because the governing authority of the county whose geographical boundary is conterminous with that of the special district, and the governing authority or authorities of all municipalities that levy an ad valorem tax on property have in effect for the 2025 taxable year a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, in accordance with O.C.G.A. § 48-8-109.31(d)(1) and (2), Baldwin and Maysville represent 100% percent of the Special Taxing District’s municipal residents for municipalities that levy an ad valorem tax on property for the 2025 taxable year and are therefore the only municipalities within the County that are eligible to receive a distribution of FLOST proceeds as of the date of this IGA; and

WHEREAS, the undersigned Governmental Entities agree that the municipalities of Alto, Gillsville, Homer, and Lula (the “Ineligible Municipalities”), which are partially or wholly located within the Special Taxing District, do not levy an ad valorem tax on property as of the date of this IGA and are therefore ineligible to enter into this IGA, do not constitute “absent municipalities” within the meaning of O.C.G.A. § 48-8-109.31 (d)(2), and may not receive FLOST proceeds pursuant to O.C.G.A. § 48-8-109.31 (d)(1) and (2); and

WHEREAS, the Governmental Entities desire to enter into an agreement to meet the requirements of O.C.G.A. §§ 48-8-109.31(d) and 48-8-109.32; and

WHEREAS, the Governmental Entities wish to provide for the allocation among the parties of any and all revenues received, of which all proceeds received by the Governmental Entities from the FLOST shall be used exclusively by the Governmental Entities for tax relief in accordance with

O.C.G.A. 48-8-109.42 and shall result in a reduction (i.e., “roll-back”) of each Governmental Entity’s millage rate and shall be demonstrated on each taxpayer’s ad valorem property tax bill; and

WHEREAS, the Governmental Entities voluntarily enter into this IGA which, upon execution by the County and undersigned Municipalities, fully satisfies the conditions precedent to issue the call for the referendum to impose the FLOST within the Special Taxing District and, if approved by a majority of the voters, to levy and distribute said tax under the terms of this IGA and state law.

NOW, THEREFORE, the Governmental Entities agree to the above recitals and as follows:

SECTION ONE

Proposed Rate and Duration of the FLOST

In accordance with O.C.G.A. §§ 48-8-109.31(c), the proposed rate of the FLOST shall be 1.0%. In accordance with O.C.G.A. §§ 48-8-109.32(a), the proposed duration of the tax shall be five (5) years. If approved in a referendum scheduled to be held on November 4, 2025, the imposition of the tax shall commence on January 1, 2026, and shall terminate five (5) years thereafter, on December 31, 2030.

SECTION TWO

Allocation of FLOST Proceeds

The FLOST proceeds shall be used by the Governmental Entities exclusively for property tax reduction as provided for in, and in accordance with, O.C.G.A. § 48-8-109.42. The net FLOST proceeds received by the County each month shall be allocated and distributed as follows:

(a) In calendar year 2026, each Municipality shall receive FLOST proceeds up to the amount that would be required in order to provide complete municipal property tax relief from such Municipality’s ad valorem property tax for the properties within the limits of Banks County for tax year 2026, but in no event shall such distributions exceed a total amount of \$36,000.00 for Maysville and \$235,000.00 for Baldwin. All remaining 2026 FLOST proceeds shall be retained by the County and shall be used exclusively for County ad valorem property tax relief for properties within the Special Taxing District.

(b) For calendar years 2027, 2028, 2029, and 2030, each Municipality shall receive FLOST proceeds each year up to the amount that would be required in order to provide complete municipal property tax relief from such Municipality’s ad valorem property tax for the properties within the limits of Banks County for that tax year, but in no event shall such distributions exceed 107% of the distributions from the prior calendar year. Therefore, the maximum allocation to the Municipalities for each year shall be as follows:

	Maximum Allocation	
	Baldwin	Maysville
2026	\$235,000.00	\$36,000.00
2027	\$251,450.00	\$38,250.00
2028	\$269,050.00	\$41,216.00
2029	\$287,885.00	\$44,101.00
2030	\$308,037.00	\$47,188.00

77

78 All remaining FLOST proceeds for each calendar year shall be retained by the County and shall be
79 used exclusively for County ad valorem property tax relief for properties within the Special Taxing
80 District.

81 (c) The annual proceeds payable to the Municipalities pursuant to paragraphs (a) and
82 (b) of this Section shall be distributed by the County to the Municipalities on a monthly basis and
83 within ten (10) business days after the end of the month in which the funds are received by the
84 County. The monthly amount provided to each Municipality by the County for each year shall be
85 1/12th of the Maximum Allocation amount for such Municipality in that year as set forth in
86 paragraph (b) of this Section.

87 (d) The Municipalities shall deposit all FLOST proceeds into the separate funds that
88 shall established by each Municipality in accordance with Section Five of this IGA.

89 (e) The total amount received by any Municipality in any year in excess of the amount
90 that would have been required to provide complete municipal property tax relief from such
91 Municipality's ad valorem property tax for the properties within the limits of Banks County for that
92 tax year shall be deemed "Excess Proceeds." Each Municipality shall return all Excess Proceeds
93 to the County within thirty (30) days of the end of each calendar year. The County shall use such
94 Excess Proceeds to provide additional property tax relief for County ad valorem property taxes
95 within the Special Taxing District.

96 **SECTION THREE**

97 **Call for and Conduct of the Referendum**

98 In accordance with O.C.G.A. § 48-8-109.32(b), the Banks County Board of Elections and
99 Voter Registration ("Elections Board") shall issue the call for an election for the purpose of
100 submitting the question of the imposition of the FLOST to the voters of the County. The call for
101 and conduct of the election shall be administered by the Elections Board in the manner authorized
102 for special elections to present questions to the voters pursuant to O.C.G.A. § 21-2-540. Said

election shall be held on November 4, 2025, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2).

SECTION FOUR

Ballot Language

The ballot for the question of imposing the FLOST shall read as follows:

☐ YES	Shall a special 1 percent sales and use tax be imposed for five years within the Special Taxing District of Banks County with the proceeds exclusively used to reduce county and municipal ad valorem property taxes within Banks County?
☐ NO	

SECTION FIVE

Fund Accounting, Record Keeping, and Audit

(a) All FLOST funds received by each Governmental Entity participating in this IGA shall be maintained in separate and discrete accounts, accounted for as separate and discrete funds, and shall not be commingled with any other funds of the Governmental Entity (the “FLOST Account”) until such time as they shall be transferred to the General Fund of each Governmental Entity in the subsequent calendar year for the sole purpose of reducing property taxes in accordance with paragraph (b) of this Section.

(b) Following the adoption of its annual millage rate, each Governmental Entity shall be authorized to transfer all FLOST funds in its FLOST Account to its General Fund, which funds shall be used exclusively for ad valorem property tax relief, as provided in O.C.G.A. § 48-8-109.42.

(c) Each Governmental Entity shall annually roll back its millage rate by the millage equivalent of the FLOST proceeds received by such Entity during the prior tax year in accordance with O.C.G.A. § 48-8-109.42 (b)(2).

(d) Each Governmental Entity shall keep a record of the FLOST proceeds received and how such proceeds have been utilized, which may be audited by each Governmental Entity’s designated auditor, if needed.

SECTION SIX

Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Banks County: Banks County Board of Commissioners
150 Hudson Valley Drive
Homer, GA 30547
Attn: Chairman

Baldwin: City of Baldwin
186 U.S. 441
Baldwin, GA 30511
Attn: Chief Administrative Officer

Maysville: City of Maysville
4 Homer St.
Maysville, GA 30558
Attn: Mayor

SECTION SEVEN

Severability and Completeness

If any law, regulation or court decision shall cause any provision of this IGA to be rendered invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this IGA will continue in full force and effect as if the invalid provision or portion of the provision were not part of this IGA. This IGA reflects the entire understanding between the parties and may not be modified except as allowed by law and in writing by the authorized representatives of the parties.

SECTION EIGHT

Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations, and specifically all Georgia laws that apply to FLOST. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Banks County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

SECTION NINE

No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent or waiver of any future breach of the same.

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SECTION TEN

Counterparts

This Agreement shall be executed in three (3) counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES FOR EACH PARTY ON FOLLOWING PAGES]

DRAFT

161 **IN WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized
162 officers, have caused this Agreement to be executed in multiple counterparts under seals as of the
163 day and year first above written.

164 **BANKS COUNTY, GEORGIA**

(COUNTY SEAL)

165
166
167 By: _____
168 Taylor Griffith, Chairperson
169 Banks County Board of Commissioners
170

171
172 Attest: _____ _____
173 Erin Decker, County Clerk Date
174

DRAFT

176 **IN WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized
177 officers, have caused this Agreement to be executed in multiple counterparts under seals as of the
178 day and year first above written.

179 **CITY OF BALDWIN, GEORGIA**

(CITY SEAL)

180
181
182 By: _____
183 Stepanie Almagno, Mayor

184
185
186 Attest: _____
187 Erin Gathercoal, City Clerk _____
188 Date

189 **IN WITNESS WHEREOF**, the parties hereto, acting by and through their duly authorized
190 officers, have caused this Agreement to be executed in multiple counterparts under seals as of the
191 day and year first above written.

192 **CITY OF MAYSVILLE, GEORGIA**

(CITY SEAL)

193
194
195 By: _____
196 Richard Presley, Mayor

197
198
199 Attest: _____
200 Kim Jackson, City Clerk _____ Date

From: [Scott Barnhart](#)
To: [Emily Woodmaster](#)
Subject: Public Works Shop Improvements
Date: Wednesday, August 27, 2025 7:33:27 AM

Emily,

Here is the cost estimate for the paving and fence at the PW shop.

Paving \$ 128,167.89

Fence and Gate \$ 29,613.00

\$ 157,780.89

Please let me know if you have any questions

Scott

*Return To: Jemifer L. Thacker
Adams, Ellard & Frankum, P.C.
P. O. Box 82
Clarksville, GA 30523*

DECLARATION OF WATERLINE UTILITY EASEMENT

State of Georgia
County of Habersham

This Agreement is entered into this 9th day of September, 2025, between DB LLC, a Georgia limited liability company ("Grantor") and CITY OF BALDWIN, a political subdivision of the State of Georgia ("Grantee").

WHEREAS, Grantor is the owner of a certain tract of real property being further described in Exhibit "A", which is attached hereto and incorporated herein by reference. Hereinafter referred to as the "Subject Property."

WHEREAS, Grantor has agreed to grant unto Grantee an easement over, across and upon the Subject Property for the purposes stated herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

- I. Grantor does hereby grant and convey to Grantee an waterline utility easement to and upon that portion of the Subject Property as set forth in Exhibit "B" and designated as "10' Waterline Utility Easement ("Easement") which is attached hereto and incorporated herein by reference thereto for the following purposes: (a) installation of a waterline and other city provided utilities; (b) routine maintenance and upkeep of said waterline and utilities; (c) repair and replacement of said waterline and utilities; and (d) upgrades and expansion of said waterline and utilities to be constructed.
- II. Said easement shall run with the land and shall benefit all properties described in

Exhibit "A", its owners, successors and assigns.

- III. This Agreement shall be interpreted and enforced in accordance with Georgia law,
- IV. This Agreement shall not be modified except by a written document executed by Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals the aforementioned date and year.

DB LLC (Grantor)

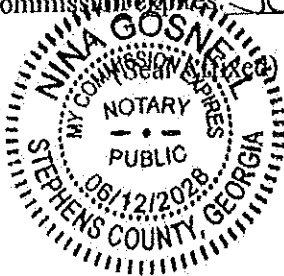
BY: Richard B. White (SEAL)

Signed, sealed and delivered
in the presence of:

T. H.
Witness

Nina Gosnell
Notary Public

My commission expires: June 12, 2028



CITY OF BALDWIN (Grantee)

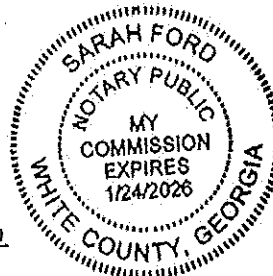
BY: Trish Woodard (SEAL)

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: 1-24-26



(Seal Affixed)

EXHIBIT "A"

EXHIBIT "A"

SUBJECT PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lot 168 of the 10th Land District of Habersham County, Georgia, being shown and designated as Tract 1, containing 26.90 acres, more or less, and Tract 4, containing 0.19 acre, more or less, as shown on a plat of survey prepared for the Gwendolyn Williams by Russell L. Check, G.R.L.S. #3058, dated August 17, 2023, and recorded among Habersham County, Georgia Records in Plat Book 74, Page 177, to which said plat is incorporated herein by reference and made a part of this description.

This being Lots 1-18 of Oak Terrace Subdivision.

