



Agenda

City Council Work Session

October 7th, 2025

6:00 pm

Baldwin Municipal Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Swearing in of Fire Chief Ross Jackson

Public Hearing

2025 Millage Rate – Public Hearing 3 of 5

Old Business

1. Bureau Veritas of North America Contract Amendment

New Business

2. Enterprise Vehicle Lease – Admin Vehicle
3. Intown Home Builders Setback Variance Ordinance #2025-10175Z
4. Zoning Ordinance Amendment – Minimum Square Footage #2025-10176Z
5. Bellamy Zoning Change Ordinance #2025-10177Z
6. Roadside Park Fence and Sign Update
7. School Zone Enforcement Contract - Altumint
8. PD Database Contract - TLO
9. Purchase of Christmas Tree - Wintergreen
10. Replacement of Regency Lift Station Pumps

Announcements

- a. 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.
- b. 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.
- c. Houses located on the Fall Festival hayride route of Airport Road, Willow Tree Avenue, and Dilmus Court are invited to participate in a Halloween yard decoration contest. Votes will be cast by hayride passengers, and the winner will receive a \$250 gift card. Text 470-208-9842 to register!

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.*



The following is hereby accepted as an amendment to Attachments A and B of the Professional Services Agreement between Bureau Veritas North America, Inc. and the City of Baldwin, Georgia, dated September 23, 2019 by revising the scope and fee language as specified below. Terms and Conditions remain unchanged.

SCOPE OF SERVICE

Building Department Administration/Permitting/Plan Review/Inspections

BVNA will act as the City's Building Official and will serve at the direction of the City Clerk. Administrative services shall be provided to receive and process building permits, plan reviews, and inspection requests. Building Inspection and plan review services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Fire Code, and other related documents as adopted by the City. Any violation of the Code or concealment of work prior to approval by BVNA will be reported to the City Clerk or their designee. The City is the final interpretive authority over all plans, specifications, and permits. Permits, Stop Work Orders, and Certificates of Completion/Occupancy are issued by the City. All required fees and payments are collected and received by the City.

Planning and Zoning Administration

BVNA will act as the City's Zoning Administrator and will serve at the direction of the City Clerk. Administrative services shall be provided 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 review and process 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. BVNA will prepare staff reports for all related applications and attend City Council meetings as requested. The City is the final interpretive authority

FEE SCHEDULE

Building Department Administration/Permitting/Plan Review/Inspections

Revenue Share

For service performed in accordance with the scope above, BVNA will invoice the client at a rate of 70% of all building permit, plan review, and other related fees collected by the City.

Planning and Zoning Administration

Hourly Rate

For Planning and Zoning Administration services, BVNA will invoice the City at a rate of \$125.00 per hour.

City of Baldwin, Georgia

Bureau Veritas North America, Inc.

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

FIRST READING: 10/7/2025

PUBLISHED: 10/17/2025

ZONING HEARING: 11/3/2025

PASSED: _____

AN ORDINANCE NO. 2025-10175Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY GRANTING VARIANCES TO THREE PARCELS OF LAND WITHIN THE CITY OF BALDWIN, GEORGIA, AND OWNED BY JORDAN FERGUSON AND BEING LOTS 1, 3, AND 8 OF HIGHLAND POINTE SUBDIVISION OF HABERSHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON PLATS, WHICH ARE ATTACHED HERETO AND, WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND PROVIDING THAT THE ZONING CLASSIFICATION UPON SAID PROPERTY SHALL BE SUBJECT TO CERTAIN VARIANCES; REPEALING CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. VARIANCE ALLOWED.

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

(b) The following variance is hereby granted to said properties, after the City Council has considered the factors for the grant of the variance pursuant to the zoning ordinance of the City of Baldwin, Georgia, and the City Council having found that said factors have been met:

(1) A front setback variance of 15' resulting in a 20' setback from Highland

40 Pointe Drive.

41 (c) The legal description for the subject properties that have been granted a variance or
42 variances pursuant to this ordinance as follows:

43 All that tract or parcel of land lying and being in Land Lot 155 of the 10th Land District
44 of Habersham County, Georgia, and being Lot 1, consisting of 0.30 acres, more or less, Lot 3,
45 consisting of 0.28 acres, more or less, Lot 8, consisting of .29 acres, more or less...of Highland
46 Pointe, and being more particularly described and delineated according to that Final Subdivision
47 Plat of Highland Pointe dated August 18, 2006, prepared by Chris M. Patton, Georgia Registered
48 Land Surveyor, and recorded in Plat Book 59, Pages 53-63, Habersham County Records, which
49 plat is incorporated herein by reference for a more detailed description. This property is
50 conveyed together with and subject to all easements for roads and utilities in use or of record.

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

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

54 **Section 3. SEVERABILITY OF PARAGRAPHS.**

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

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

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

61 **Section 5. EFFECTIVE DATE.**

62 The effective date of the variances imposed by this ordinance shall be on the date the
63 ordinance is approved by the City of Baldwin, by and through its City Council.

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65 **SO ORDAINED** this 3rd day of November 2025.

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BALDWIN CITY COUNCIL

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By: _____
Mayor Stephanie Almagno

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Councilmember Erik Keith

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Councilmember Nancy Lehman

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Councilmember Kerri Davis

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Councilmember Maarten Venter

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Councilmember Alice Venter

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Attest:

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City Clerk Erin Gathercoal

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Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 9/15/2025

First Reading Date 10/7/2025

Published Date/Entity 10/17/2025; NEG

Second Reading Date 11/3/2025

Applicant Information

Name	Intown Home Builders LLC
Address	506 Carriage Drive
City/State/Zip	Bethlehem, GA 30620
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Property Owner Information

Name	Jordan Ferguson
Address	1901 Rivermist Drive
City/State/Zip	Monroe, GA 30655
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Status of Property Owner

☒	Current Property Owner
☐	Option to Purchase
☐	Area Resident
☐	Other (Explain)

Zoning Information

Current Zoning Classification(s)
R-2

Variance Request(s)

Describe Type Variance(s) Requested	Front Build Line Setback
Vary From	35' front setback
Vary To	20' front setback

Parcel Information

Tax Parcel Number(s)	052 001A	Acreage	0.30
Location (Street Address)	140 Highland Pointe Drive, Baldwin, GA 30510		
Existing Structure(s)	none		
Description of Proposed Use	new construction of a single family home with 2 car attached garage, front stoop & rear deck		

Supporting Documents Required

☐	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
☒	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11
☒	Statement of Hardship (see page 5 of this application)
☒	Architectural Rendering - One full scale (folded to 8.5 x 11)
☐	Other -

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

Signature of Applicant Randy Wallis Date 9/15/2025

Application Received By Erin Gathercoal Title City Clerk Date 9/25/2025

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

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

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

Method of Payment

☐	Check	Check No.	
☐	Cash	Receipt No.	
☒	Card	Confirmation No.	39861680

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

Name of Owner (please print)	Jordan Ferguson
Owner's Address	1901 Rivermist Drive
City/State/Zip Code	Monroe, GA 30655
Owner's Phone Number	678-979-9401
Owner's Email	americanelectric.garagedoors@yahoo.com

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Zoning Change, Variance, or Special Use Permit request to be heard by the Baldwin City Council during public hearing.

NOTARY PUBLIC CERTIFICATION

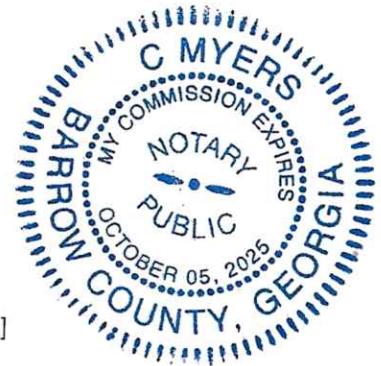
Instructions: All Property Owner Authorization sheets must be complete, signed, and duly notarized.

On the 16 day of Sept, 20 25, Jordan Ferguson (printed name of owner) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson
Signature of Owner

C Myers
Notary Public

[SEAL]



Please describe your request and the reason for the request for a Zoning Change, Variance, or Special Use Permit.

The current building setback lines do not allow for the construction of a standard single-family residence with an attached two-car garage. In addition, the lot has a substantial drop-off at the rear, which significantly limits the buildable area and creates challenges for both structural stability and safe access. Granting this variance will allow the property owner to construct a home that is consistent with the surrounding neighborhood, provides adequate parking and storage within a two-car garage, and ensures that the dwelling is safely situated given the topography of the lot. Without this variance, the property cannot reasonably accommodate a standard home design and would present unnecessary hardship compared to similar properties in the area.

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant (please print)	Intown Home Builders, LLC
Applicant's Address	506 Carriage Drive
City/State/Zip Code	Bethlehem, GA 30620
Applicant's Phone Number	470-236-2862
Applicant's Email	intownhomebuilders@gmail.com

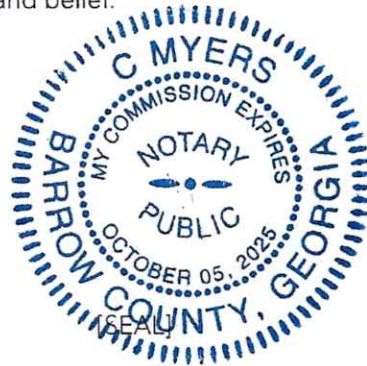
NOTARY PUBLIC CERTIFICATION

Instructions: All Applicant Authorization sheets must be complete, signed, and duly notarized.

On the 25th day of September, 2025, Jordan Ferguson (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson
Signature of Owner

[Signature]
Notary Public



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

APPLICANT'S CERTIFICATION

I hereby certify that that I have read the above campaign disclosure information and declare that (select one):

☐	I have within the two years immediately preceding this date (see *NOTE below)
☒	I have not within the two years immediately preceding this date

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

(1) _____
Name and official position of the City Council Member and/or Planning and Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made.

(2) Amount: \$ _____ Date _____

STATEMENT OF HARDSHIP

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

Describe how each situation listed below relates to your application. If more space is needed, please write answers on a separate sheet or on the back of this page.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

This property has extraordinary conditions due to its narrow shape and steep rear drop-off, which limit the buildable area within current setbacks. These challenges are unique to the lot, were not created by the owner, and make it difficult to construct a standard home with an attached two-car garage without variance relief.

2. The application of this ordinance to the particular piece of property would create an unnecessary hardship.

Strict application of the ordinance would create an unnecessary hardship by preventing the construction of a standard single-family home with an attached two-car garage. Due to the lot's limited buildable area and steep rear drop-off, compliance with the setbacks would leave the property unusable for a reasonable residence. A variance is therefore necessary to allow for practical use of the property consistent with neighboring homes.

3. Such conditions are peculiar to the particular piece of property involved.

The narrow lot configuration combined with the substantial rear drop-off are conditions unique to this property. These site-specific factors do not affect neighboring parcels and make the buildable area unusually limited, thereby requiring variance relief.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Granting this variance will not cause any detriment to the public good or impair the intent of the ordinance. The requested relief applies only to setback requirements and does not involve any use of land or structure that is prohibited. The proposed home will remain consistent in design, scale, and use with surrounding residences, thereby maintaining the character of the neighborhood and the purpose of the zoning ordinance.

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

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

Signature of Applicant Randy Wallis Date 9/15/2025

PUBLIC NOTICE REQUIREMENTS

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

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

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

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location or relocation of the sign by anyone other than City staff will result in your request being tabled until the sign is posted as required. Failure to ensure that the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given to the public.

If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given and all legal requirements have been fulfilled.

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

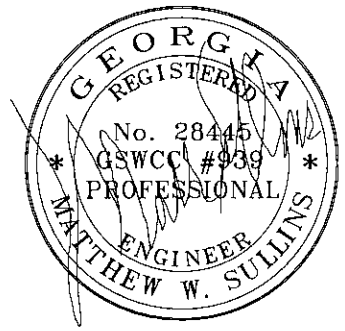
Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct, and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant *Randy Wallis* Date 9/15/2025

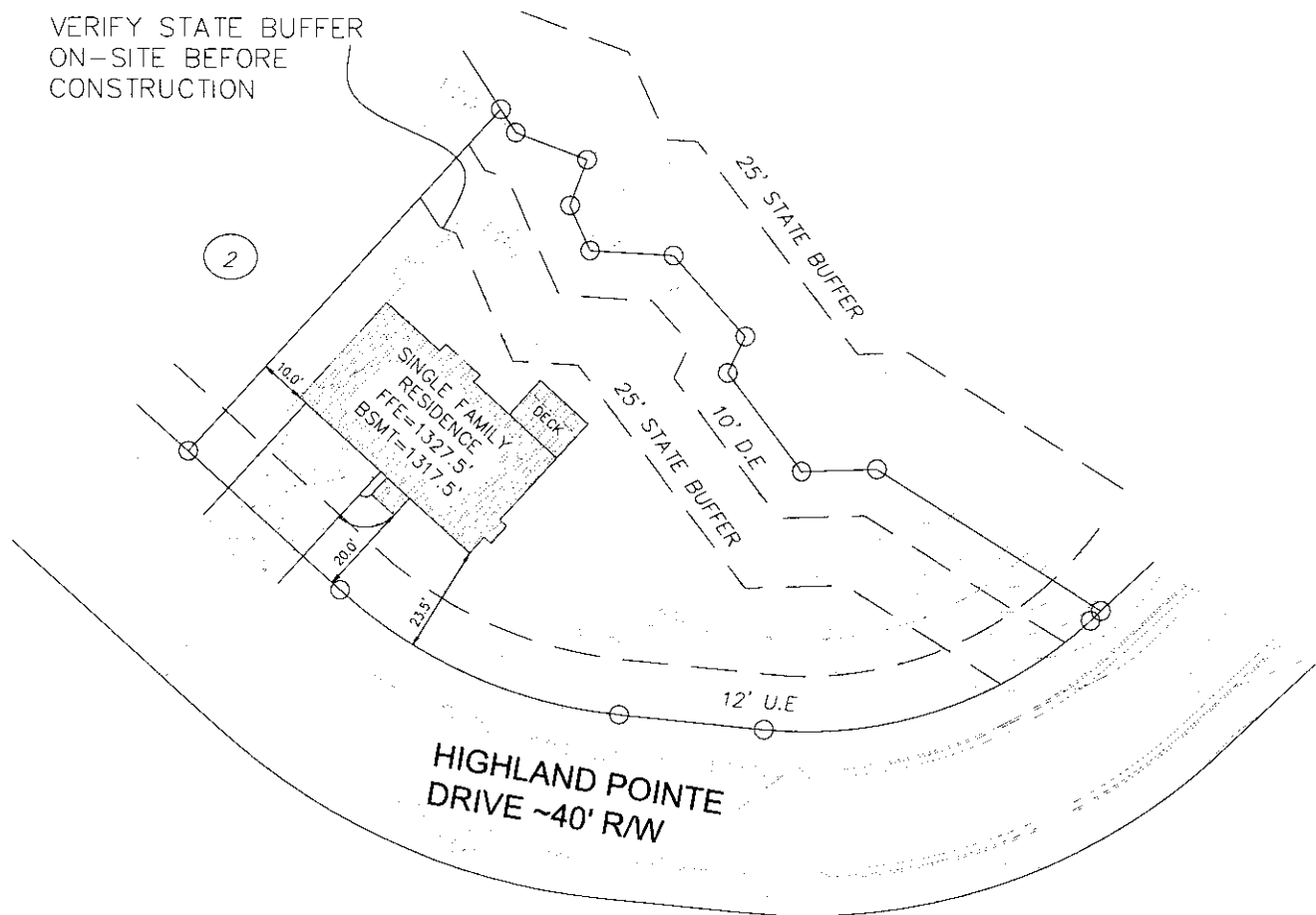
VARIANCE SITE PLAN

Note:

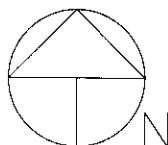
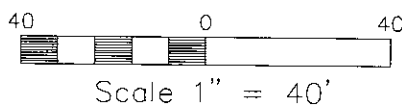
- Variance to reduce the front setback from 35' to 20' to allow a construction for a single family residence.



VERIFY STATE BUFFER
ON-SITE BEFORE
CONSTRUCTION



Print 8.5x11 for proper scale



VARIANCE SITE PLAN FOR:

LOT 1 ~ HIGHLAND POINTE



**Sullins
Engineering, LLC**

CIVIL ENGINEERS ~ LAND PLANNERS
SULLINSENGINEERING.COM

26 EAST ATHENS STREET
WINDER, GA 30680
PHONE: (678) 687-6219
JAKOB@SULLINSENGINEERING.COM

COUNTY	
SCALE	1"=40'
GMD	
DATE	9/21/2025
CITY	BALDWIN
PARCEL	052 001A
JOB #	#2599

FINAL SUBDIVISION PLAT FOR:

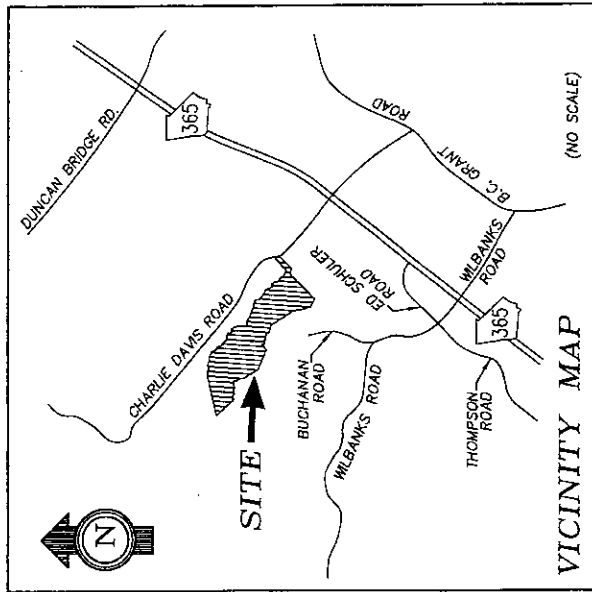
HIGHLAND POINTE

LOCATED IN:

CITY OF BALDWIN, LAND LOT 155
10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

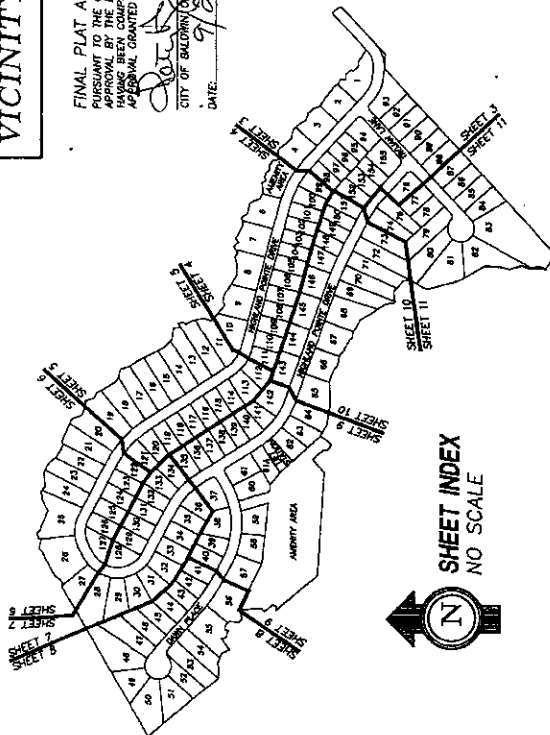
SURVEY DATE: 07 - 26 - 2006 PLAT DATE: 08 - 18 - 2006

OWNER and DEVELOPER:
STERLING-PARKS, LLLP
P.O. BOX 2305
GAINESVILLE, GEORGIA 30503
Phone: (770) 536-2123
Contact: JACK WALDRIP



FINAL PLAT APPROVAL:
PURSUANT TO THE CITY OF BALDWIN REGULATIONS, THIS PLAT IS GIVEN FINAL PLAT
APPROVAL AFTER THE CITY ENGINEER HAS REVIEWED THE PLAT AND FOUND IT TO BE
HAVING BEEN COMPLETED. THIS DOCUMENT IS HEREBY ACCEPTED AND THE
APPROVAL GRANTED UNDER THE AUTHORITY OF SAID REGULATIONS.

Barry C. Cymmer
CITY OF BALDWIN, GEORGIA
DATE: 9/25/06



59 53
Book Page Recorded
David C. Wall

OWNER'S DEDICATION CERTIFICATE:

CITY OF BALDWIN - HABERSHAM COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT SHOWN ON THIS PLAT AND WHOSE NAME IS
SUBSCRIBED HEREIN, AND BY PERSON OR PERSONS OR THROUGH A DULY AUTHORIZED AGENT,
HEREBY DEDICATES TO THE CITY OF BALDWIN, HABERSHAM COUNTY, GEORGIA, THE
SANITARY SEWER MAINS, EASEMENTS, AND ASSOCIATED APPURTENANCES THEREON SHOWN
OWNER: *Charles Parks*

DATE:

SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL
SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN
HEREON ACCORDING TO THE RECORDS OF THE SURVEY, AND THEIR LOCATION, SIZE, TYPE AND
MATERIAL, ARE CORRECT AND ACCORDING TO ALL CITY ENGINEER REQUIREMENTS OF THE CITY OF BALDWIN
ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.

BY: *Chris M. Atkinson* REGISTERED GA. LAND SURVEYOR

NUMBER: 2647

DATE: 9/8/06

Barry Cymmer
9/25/06

SEAL		REVISIONS:		SHEET No.
		DATE	COMMENTS	1
				OF - 11.
				01-246

Parkton -
LAND SURVEYORS & ENGINEERS
Boyer, Inc.
1009 ATLANTA HIGHWAY
GAINESVILLE, GEORGIA 30601
PHONE (770) 536-2123
FAX (770) 536-1898

HIGHLAND POINTE

FINAL SUBMISSION PLAT FOR:

CITY OF BALDWIN, LAND LOT 155 - 10TH LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

LOCATED IN:

SHEET NUMBER 4 OF 11
01-246 FINAL
SCALE 1" = 50'
DATE 08 - 18 - 2006
JAN 01-246

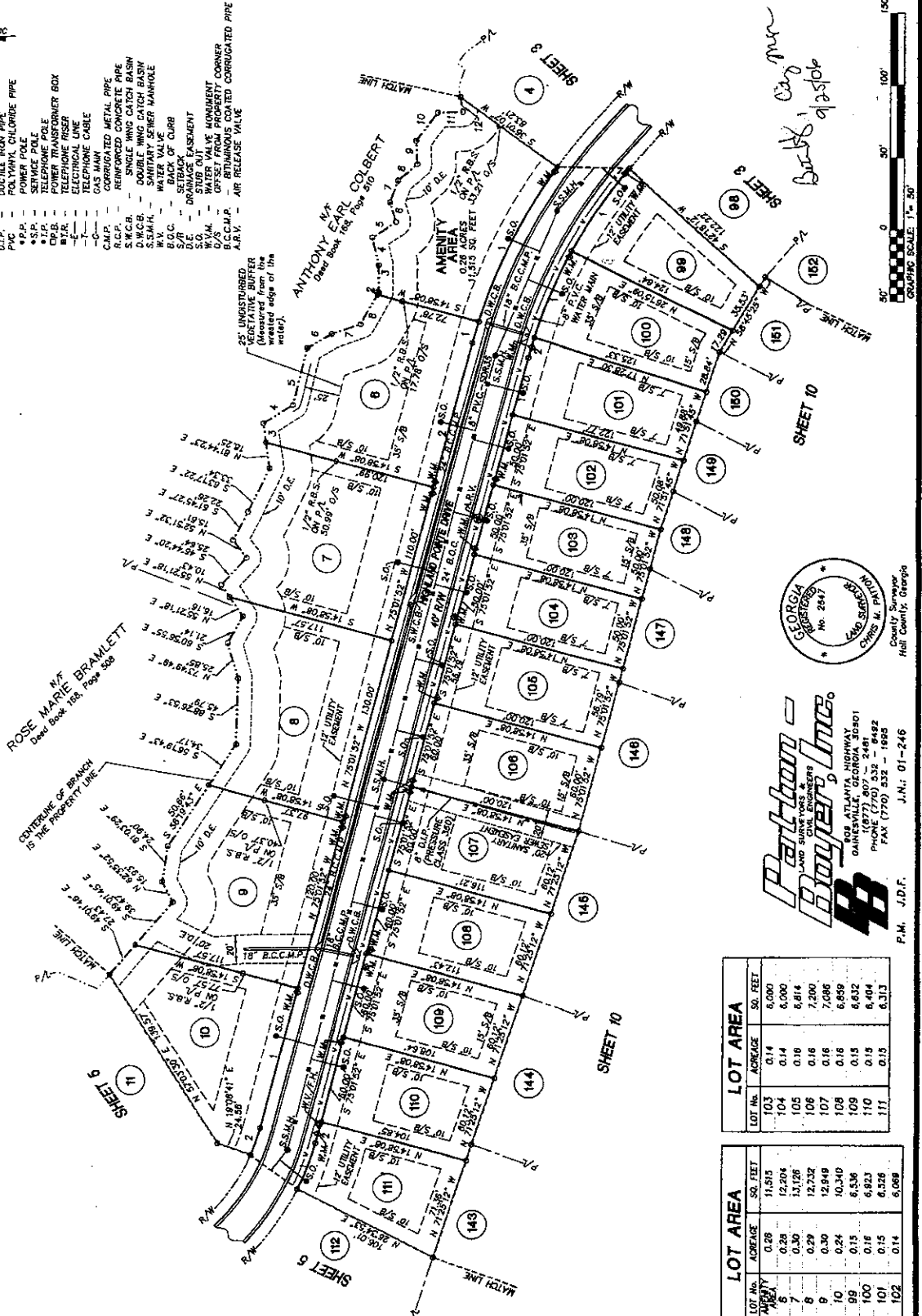
REVISIONS:



- LEGEND:
- IRON PIN FOUND
 - CRIMPED TOP PIN FOUND
 - REBAR PIN FOUND
 - SET
 - OPEN TOP FOUND
 - ANGLE IRON FOUND
 - CONCRETE MONUMENT FOUND
 - PROPERTY LINE
 - RIGHT OF WAY
 - RIGHT OF WAY EASEMENT
 - CENTER LINE
 - LAND LOT LINE
 - FIRE HYDRANT
 - GATE VALVE
 - WATER METER
 - WATER MAIN
 - POLYETHYLENE GLASS REINFORCED PIPE
 - POWER POLE
 - SERVICE POLE
 - TELEPHONE POLE
 - TELEPHONE BOX
 - TELEPHONE RISER
 - ELECTRICAL LINE
 - TELEPHONE CABLE
 - GAS MAIN
 - CORRODED METAL PIPE
 - HYDRANT
 - DOUBLE WING CATCH BASIN
 - W.C.B.
 - DOUBLE WING CATCH BASIN
 - S.S.M.H.
 - SANITARY SINKER MANHOLE
 - W.V.
 - WATER VALVE
 - S.C.
 - SETRACK
 - DRAINAGE EASEMENT
 - STUB OUT
 - STUB OUT MONUMENT
 - OFFSET FROM PROPERTY CORNER
 - B.C.C.M.P.
 - BITUMINOUS COATED CORRUGATED PIPE
 - A.R.V.
 - AIR RELEASE VALVE
 - 25' UNDISTURBED VEGETATIVE BUFFER
 - Match Line

2006 OCT - 6 N 8 36
Book Page Recorded
David C. Wall

- LOT 6**
- 1 - Radius = 370.00'
Arc Length = 10.33'
Chord = 120.00'
Delta Angle = 10.33°
 - 2 - N 83°19'49" W
10.33'
 - 3 - S 89°32'38" E 18.98'
 - 4 - N 89°20'37" E 18.98'
 - 5 - N 78°47'22" E 19.50'
 - 6 - S 37°33'33" E 19.50'
 - 7 - S 62°38'11" E 18.76'
 - 8 - S 62°38'11" E 18.76'
 - 9 - S 62°38'11" E 18.76'
 - 10 - S 52°27'39" E 24.23'
 - 11 - S 01°48'02" E 17.48'
 - 12 - N 89°58'33" E 10.39'
- LOT 8**
- 1 - Radius = 370.00'
Arc Length = 10.33'
Chord = 120.00'
Delta Angle = 10.33°
 - 2 - N 83°19'49" W
10.33'
 - 3 - S 89°32'38" E 18.98'
 - 4 - N 89°20'37" E 18.98'
 - 5 - N 78°47'22" E 19.50'
 - 6 - S 37°33'33" E 19.50'
 - 7 - S 62°38'11" E 18.76'
 - 8 - S 62°38'11" E 18.76'
 - 9 - S 62°38'11" E 18.76'
 - 10 - S 52°27'39" E 24.23'
 - 11 - S 01°48'02" E 17.48'
 - 12 - N 89°58'33" E 10.39'
- LOT 9**
- 1 - Radius = 370.00'
Arc Length = 10.33'
Chord = 120.00'
Delta Angle = 10.33°
 - 2 - N 83°19'49" W
10.33'
 - 3 - S 89°32'38" E 18.98'
 - 4 - N 89°20'37" E 18.98'
 - 5 - N 78°47'22" E 19.50'
 - 6 - S 37°33'33" E 19.50'
 - 7 - S 62°38'11" E 18.76'
 - 8 - S 62°38'11" E 18.76'
 - 9 - S 62°38'11" E 18.76'
 - 10 - S 52°27'39" E 24.23'
 - 11 - S 01°48'02" E 17.48'
 - 12 - N 89°58'33" E 10.39'
- LOT 10**
- 1 - N 75°07'52" W 100.14'
 - 2 - Radius = 130.00'
Arc Length = 18.93'
Chord = 88.90'
Delta Angle = 10.33°
 - 3 - N 70°18'21" W
10.33'
- LOT 100**
- 1 - Radius = 330.00'
Arc Length = 65.11'
Chord = 88.90'
Delta Angle = 11.81°
 - 2 - S 85°32'24" E
15.66'
- LOT 101**
- 1 - S 75°07'52" E 40.88'
 - 2 - Radius = 330.00'
Arc Length = 65.11'
Chord = 88.90'
Delta Angle = 11.81°
 - 3 - S 75°07'52" E 40.88'
- LOT 111**
- 1 - Radius = 170.00'
Arc Length = 34.45'
Chord = 88.90'
Delta Angle = 11.81°
 - 2 - S 75°07'52" E 15.66'



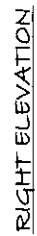
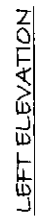
Parham - Boyer, Inc.
LAND SURVEYORS
CIVIL ENGINEERS
205 ATLANTA HIGHWAY
GAITHERSBURG, GEORGIA 30801
PHONE (770) 532-9482
FAX (770) 532-1685
J.N. 01-246
P.M. J.D.F.

LOT AREA		LOT AREA	
LOT No.	ACREAGE	LOT No.	ACREAGE
103	0.14	103	0.14
104	0.14	104	0.14
105	0.16	105	0.16
106	0.16	106	0.16
107	0.16	107	0.16
108	0.16	108	0.16
109	0.15	109	0.15
110	0.15	110	0.15
111	0.15	111	0.15
112	0.14	112	0.14

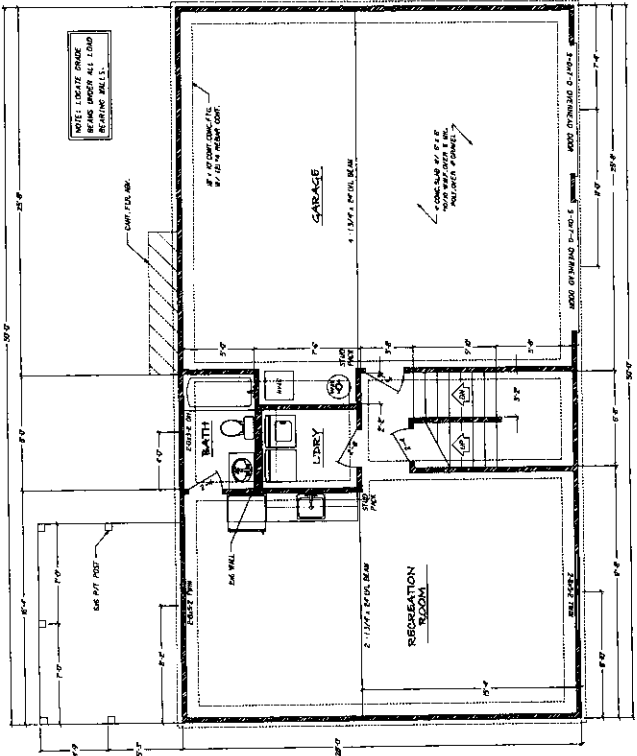
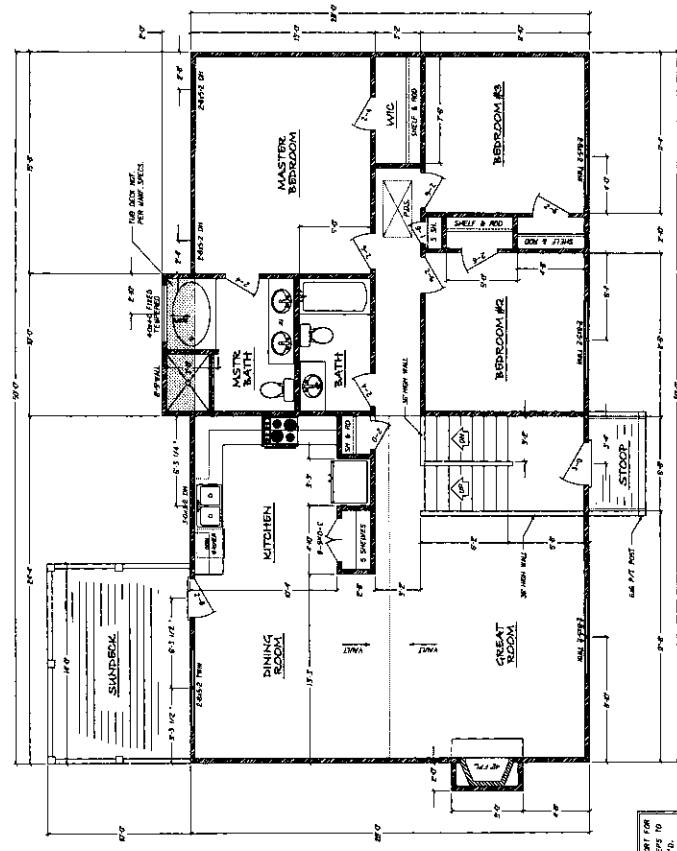
FINAL SUBDIVISION PLAT FOR:
HIGHLAND POINTE
LOCATED IN:
CITY OF BALDWIN, LAND LOT 155 - - 10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

LOT AREA		
LOT No.	ACREAGE	SQ. FEET
41	0.17	7,220
42	0.14	6,299
43	0.15	6,624
44	0.17	7,518
45	0.19	8,506
46	0.24	10,263
47	0.32	13,890
48	0.44	19,359
49	0.25	10,847
50	0.40	17,384





NOTES:
ALL ROOMS SHOWN MUST MEET EGRESS CODES
FOR ALL ROOMS. ALL ROOMS MUST BE
EGRESS TO THE OUTSIDE. ALL ROOMS
MUST BE EGRESS TO THE OUTSIDE. ALL
ROOMS MUST BE EGRESS TO THE OUTSIDE.
ALL ROOMS MUST BE EGRESS TO THE OUTSIDE.



E-Filed By:
Habersham County Clerks Office
Clerk of Courts David C. Wall
06/03/2025 11:24 AM
Deed Book: 01399
Page: 0431-0433
\$190.00 PT-61 Tax
\$25.00 Base Filing Fee
PT61:068-2025-000960

After Recording Return To:
Parkway Law Group
1755 North Brown
Suite 150
Lawrenceville, GA 30043

Order No.: LN-250332-A
Parcel ID : 051 014Y

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HABERSHAM

THIS INDENTURE, made this 28th day of May, 2025, between **Websterlake Investment Group, LLC**, of the County of Habersham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Jordan Ferguson**, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property

unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, on the aforementioned date.

Websterlake Investment Group, LLC

BY: _____

Todd Campbell
Managing Member

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: 11/08/2025

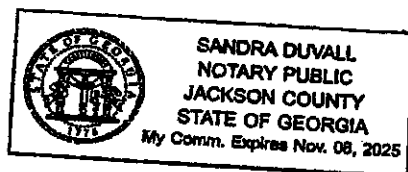


EXHIBIT "A"

Highlands Pointe Drive: Parcel: 051 014Y, 226 Highland Pointe Drive: Parcel: 051 008A, 444 Highland Pointe Drive: Parcel: 051 013T, 769 Dawn Place: Parcel: 051 014D, 140 Highland Pointe Drive: Parcel: 052 001A, 168 Highland Pointe Drive: Parcel: 052 001C

All that tract or parcel of land lying and being in Land Lot 155 of the 10th Land District of Habersham County, Georgia, and being Lot 1, consisting of 0.30 acres, more or less, Lot 3, consisting of 0.28 acres, more or less, Lot 8, consisting of 0.29 acres, more or less, Lot 37, consisting of 0.21 acres, more or less, Lot 54, consisting of 0.26 acres, more or less, Lot 61A, consisting of 0.17 acres, more or less, of Highland Pointe, and being more particularly described and delineated according to that Final Subdivision Plat of Highland Pointe dated August 18, 2006, prepared by Chris M. Patton, Georgia Registered Land Surveyor, and recorded in Plat Book 59, Pages 53-63, Habersham County Records, which plat is incorporated herein by reference for a more detailed description.

This property is conveyed together with and subject to all easements for roads and utilities in use or of record.

Address: Highland Pointe Drive, Alto, GA 30510

Parcel ID: 051 014Y

Address: 226 Highland Pointe Drive, Alto, GA 30510

Parcel ID: 051 008A

Address: 444 Highland Pointe Drive, Alto, GA 30510

Parcel ID: 051 013T

Address: 769 Dawn Place, Alto, GA 30510

Parcel ID: 051 014D

Address: 140 Highland Pointe Drive, Alto, GA 30510

Parcel ID: 052 001A

Address: 168 Highland Pointe Drive, Alto, GA 30510

Parcel ID: 052 001C



Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 9/15/2025

First Reading Date 10/7/2025

Published Date/Entity 10/17/2025; NEG

Second Reading Date 11/3/2025

Applicant Information

Name	Intown Home Builders LLC
Address	506 Carriage Drive
City/State/Zip	Bethlehem, GA 30620
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Property Owner Information

Name	Jordan Ferguson
Address	1901 Rivermist Drive
City/State/Zip	Monroe, GA 30655
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Status of Property Owner

☒	Current Property Owner
☐	Option to Purchase
☐	Area Resident
☐	Other (Explain)

Zoning Information

Current Zoning Classification(s)
<u>R-2</u>

Variance Request(s)

Describe Type Variance(s) Requested	Front Build Line Setback
Vary From	35' front setback
Vary To	20' front setback

Parcel Information

Tax Parcel Number(s)	052 001C	Acreage	0.28
Location (Street Address)	168 Highland Pointe Drive, Baldwin, GA 30510		
Existing Structure(s)	none		
Description of Proposed Use	new construction of a single family home with 2 car attached garage, front stoop & rear deck		

Supporting Documents Required

☐	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
☒	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11
☒	Statement of Hardship (see page 5 of this application)
☒	Architectural Rendering - One full scale (folded to 8.5 x 11)
☐	Other -

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

Signature of Applicant Randy Wallis Date 9/15/2025

Application Received By Erin Gathercoal Title City Clerk Date 9/25/2025

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

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

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

Method of Payment

☐	Check	Check No.	
☐	Cash	Receipt No.	
☒	Card	Confirmation No.	39861680

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

Name of Owner (please print)	Jordan Ferguson
Owner's Address	1901 Rivermist Drive
City/State/Zip Code	Monroe, GA 30655
Owner's Phone Number	678-979-9401
Owner's Email	americanelectric.garagedoors@yahoo.com

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Zoning Change, Variance, or Special Use Permit request to be heard by the Baldwin City Council during public hearing.

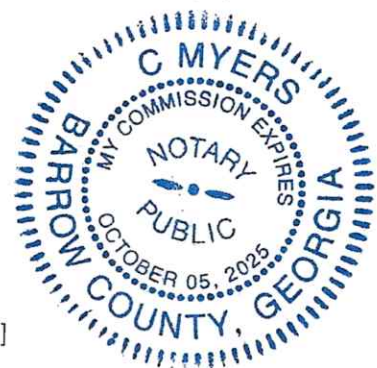
NOTARY PUBLIC CERTIFICATION

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

On the 16 day of Sept, 20 25, Jordan Ferguson (printed name of owner) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson
Signature of Owner

C Myers
Notary Public



[SEAL]

Please describe your request and the reason for the request for a Zoning Change, Variance, or Special Use Permit.

The current building setback lines do not allow for the construction of a standard single-family residence with an attached two-car garage. In addition, the lot has a substantial drop-off at the rear, which significantly limits the buildable area and creates challenges for both structural stability and safe access. Granting this variance will allow the property owner to construct a home that is consistent with the surrounding neighborhood, provides adequate parking and storage within a two-car garage, and ensures that the dwelling is safely situated given the topography of the lot. Without this variance, the property cannot reasonably accommodate a standard home design and would present unnecessary hardship compared to similar properties in the area.

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant (please print)	Intown Home Builders, LLC
Applicant's Address	506 Carriage Drive
City/State/Zip Code	Bethlehem, GA 30620
Applicant's Phone Number	470-236-2862
Applicant's Email	intownhomebuilders@gmail.com

NOTARY PUBLIC CERTIFICATION

Instructions: All Applicant Authorization sheets must be complete, signed, and duly notarized.

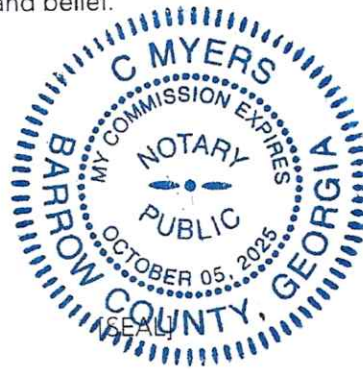
On the 25th day of September, 2025, Jordan Ferguson (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson

Signature of Owner

[Signature]

Notary Public



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

APPLICANT'S CERTIFICATION

I hereby certify that that I have read the above campaign disclosure information and declare that (select one):

☐	I have within the two years immediately preceding this date (see *NOTE below)
☒	I have not within the two years immediately preceding this date

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

(1) _____
Name and official position of the City Council Member and/or Planning and Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made.

(2) Amount: \$_____ Date _____

STATEMENT OF HARDSHIP

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

Describe how each situation listed below relates to your application. If more space is needed, please write answers on a separate sheet or on the back of this page.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

This property has extraordinary conditions due to its narrow shape and steep rear drop-off, which limit the buildable area within current setbacks. These challenges are unique to the lot, were not created by the owner, and make it difficult to construct a standard home with an attached two-car garage without variance relief.

2. The application of this ordinance to the particular piece of property would create an unnecessary hardship.

Strict application of the ordinance would create an unnecessary hardship by preventing the construction of a standard single-family home with an attached two-car garage. Due to the lot's limited buildable area and steep rear drop-off, compliance with the setbacks would leave the property unusable for a reasonable residence. A variance is therefore necessary to allow for practical use of the property consistent with neighboring homes.

3. Such conditions are peculiar to the particular piece of property involved.

The narrow lot configuration combined with the substantial rear drop-off are conditions unique to this property. These site-specific factors do not affect neighboring parcels and make the buildable area unusually limited, thereby requiring variance relief.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Granting this variance will not cause any detriment to the public good or impair the intent of the ordinance. The requested relief applies only to setback requirements and does not involve any use of land or structure that is prohibited. The proposed home will remain consistent in design, scale, and use with surrounding residences, thereby maintaining the character of the neighborhood and the purpose of the zoning ordinance.

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

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

Signature of Applicant Randy Wallis Date 9/15/2025

PUBLIC NOTICE REQUIREMENTS

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

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

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

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location or relocation of the sign by anyone other than City staff will result in your request being tabled until the sign is posted as required. Failure to ensure that the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given to the public.

If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given and all legal requirements have been fulfilled.

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

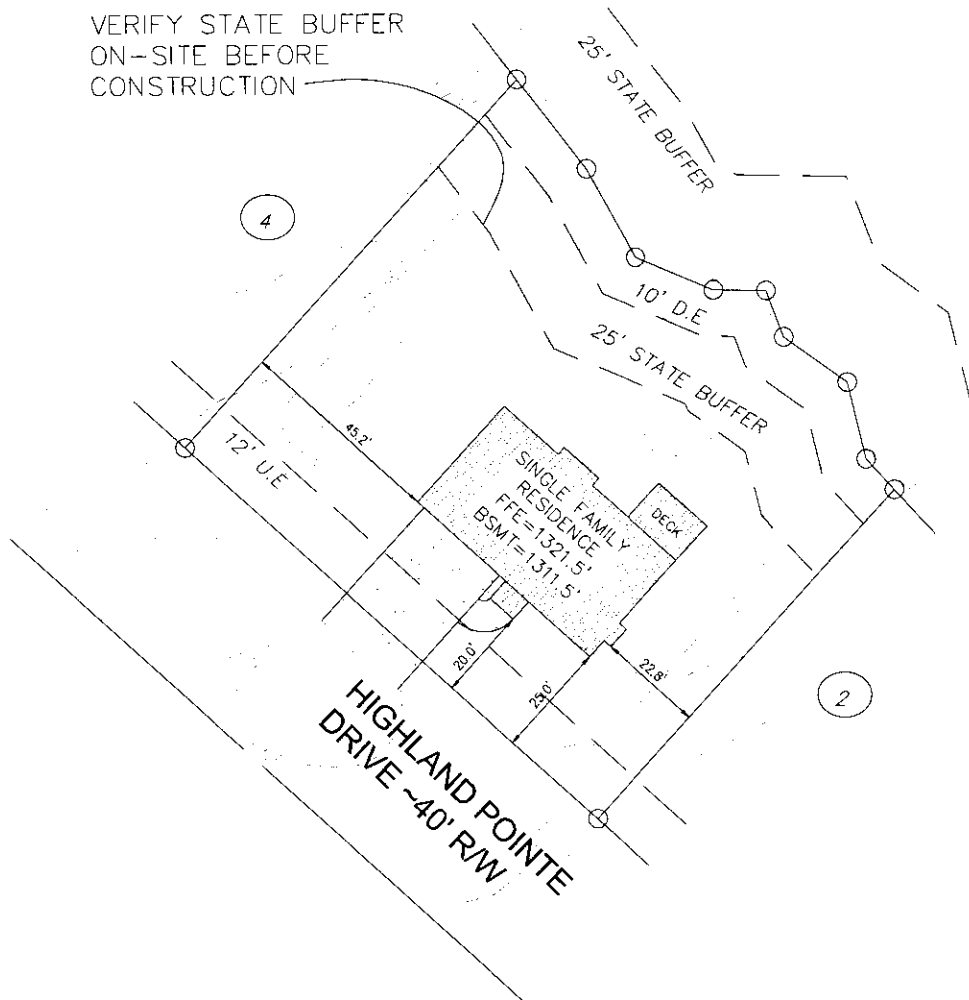
Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct, and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant *Randy Wallis* Date 9/15/2025

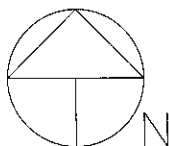
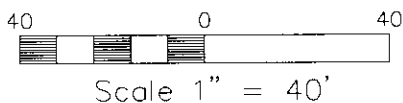
VARIANCE SITE PLAN

Note:

- Variance to reduce the front setback from 35' to 20' to allow a construction for a single family residence.



Print 8.5x11 for proper scale



VARIANCE SITE PLAN FOR:

LOT 3 ~ HIGHLAND POINTE



Sullins Engineering, LLC

CIVIL ENGINEERS - LAND PLANNERS
SULLINSENGINEERING.COM

26 EAST ATHENS STREET
WINDER, GA 30680
PHONE: (678) 687-6219
JAKOB@SULLINSENGINEERING.COM

COUNTY	
SCALE	1"=40'
GMD	
DATE	9/21/2025
CITY	BALDWIN
PARCEL	052 001 C
JOB #	#2599

FINAL SUBDIVISION PLAT FOR:

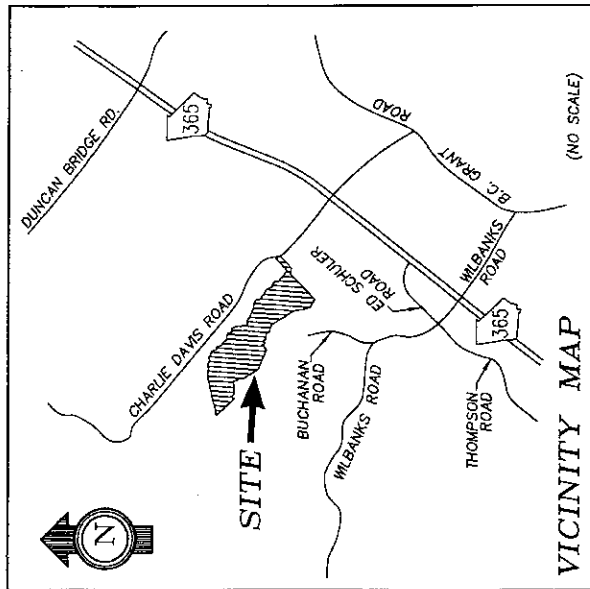
HIGHLAND POINTE

LOCATED IN:

CITY OF BALDWIN, LAND LOT 155
10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

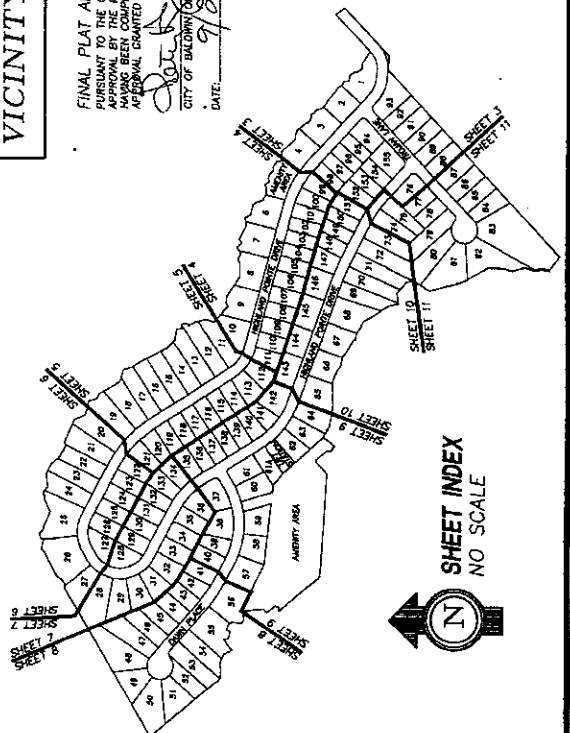
SURVEY DATE: 07 - 26 - 2006 PLAT DATE: 08 - 18 - 2006

OWNER and DEVELOPER:
STERLING-PARKS, LLLP
P.O. BOX 2305
GAINESVILLE, GEORGIA 30503
Phone: (770) 536-2123
Contact: JACK WALDRIP



FINAL PLAT APPROVAL:
PURSUANT TO THE CITY OF BALDWIN REGULATIONS, THIS PLAT IS GIVEN FINAL PLAT
APPROVAL BY THE MAYOR AND CITY COUNCIL. ALL OF THE CONDITIONS OF APPROVAL
HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED AND THIS
APPROVAL BASED UNDER THE AUTHORITY OF SAID REGULATIONS.

Don't Cymmer
CITY OF BALDWIN OFFICIAL
DATE: 7/25/06



OWNER'S DEDICATION CERTIFICATE:

CITY OF BALDWIN - HABERSHAM COUNTY, GEORGIA
THE OWNER OF THE LAND SHOWN ON THIS PLAT SHOWN ON THIS PLAT AND WHOSE NAME IS
SUBSCRIBED THEREIN, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT,
ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE CITY OF
BALDWIN, HABERSHAM COUNTY FOREVER, ALL ROAD RIGHT-OF-WAYS, STORM DRAINS, WATER MAINS,
SEWER MAINS, EASEMENTS, AND ASSOCIATED APPURTENANCES THEREON SHOWN.
OWNER: *P. Sterling Parks*
DATE: _____

DATE: _____
SURVEYOR'S CERTIFICATE:
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL
SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN
HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE, AND
MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL RELEVANT REQUIREMENTS OF THE CITY OF BALDWIN
ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.
BY: *Chris M. Boyd*
REGISTERED GA. LAND SURVEYOR
NUMBER: 7647
DATE: 7/18/06

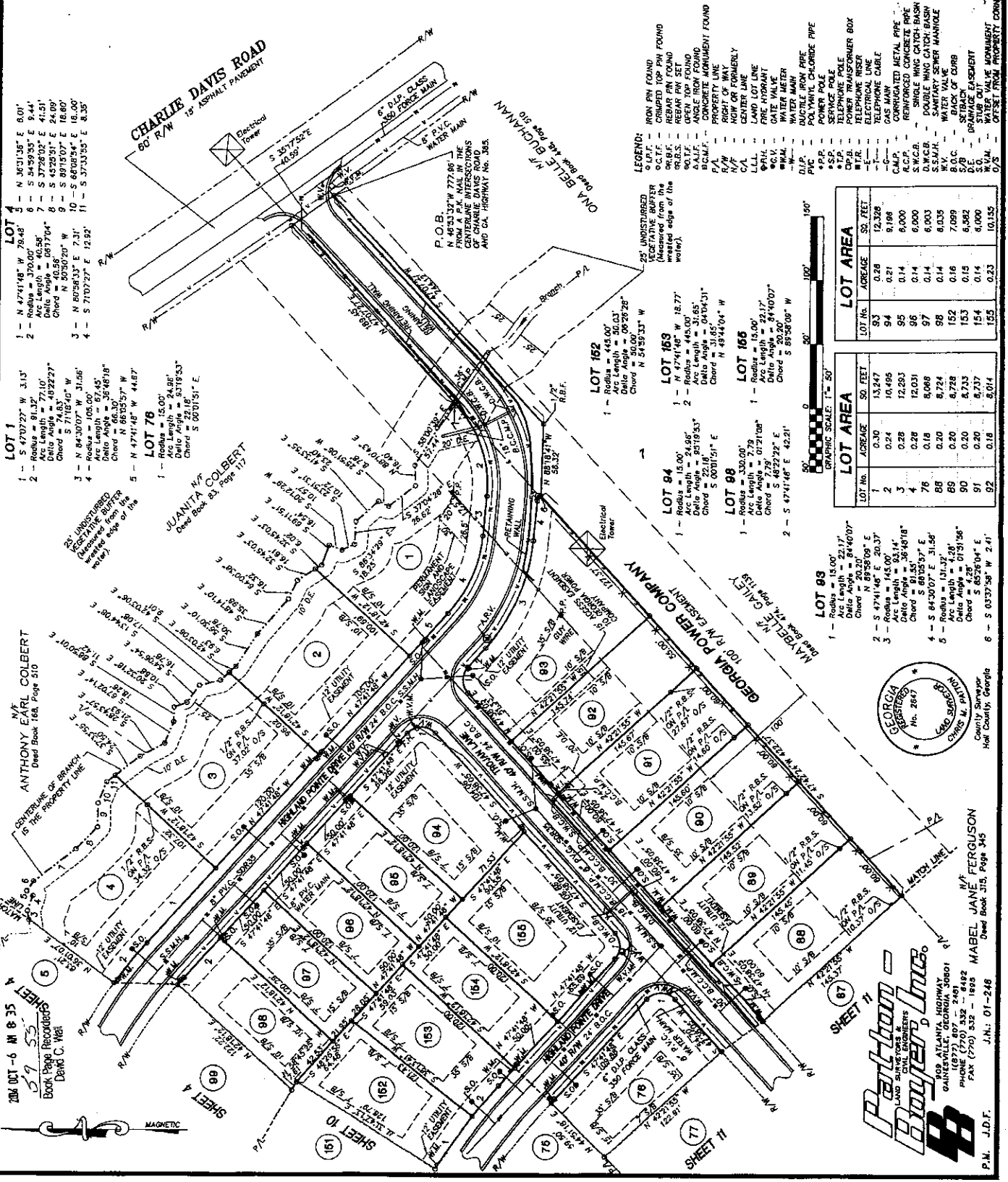
Don't Cymmer
7/25/06

		SHEET No.
		1
REVISIONS: DATE COMMENTS		OF - 11.
01-246		

REVISIONS:	DATE	COMMENTS

FINAL SUBDIVISION PLAT FOR:
HIGHLAND POINTE
 LOCATED IN:
 CITY OF BALDWIN, LAND LOT 155 - 10TH LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

SHEET NUMBER	3	OF 11
DATE	08-18-2006	SCALE: 1" = 50'
J.N. 01-248		



- LEGEND:
- 25' UNDISTURBED VEGETATIVE BUFFER (Measured from the centerline of the road or edge of the water)
 - IRON PIPE FOUND
 - OPEN TOP FOUND
 - REAR PIN SET
 - OPEN TOP FOUND
 - ANGLE IRON FOUND
 - PROPERTY LINE
 - RIGHT OF WAY
 - HOW OR FORMERLY
 - CENTER LINE
 - LAND LOT LINE
 - FIRE HYDRANT
 - WATER MAIN
 - DUCTILE IRON PIPE
 - POLYETHYLENE GLASS FIBER REINFORCED CONCRETE PIPE
 - POWER POLE
 - TELEPHONE POLE
 - POWER TRANSFORMER BOX
 - ELECTRICAL RISER
 - ELECTRICAL CABLE
 - GAS MAIN
 - CORRUGATED METAL PIPE
 - REINFORCED CONCRETE PIPE
 - SINGLE HINGE CATCH BASIN
 - DOUBLE HINGE CATCH BASIN
 - WATER VALVE
 - BACK OF CURB
 - SETBACK
 - DRAINAGE EASEMENT
 - WATER VALVE MONUMENT
 - OFFSET FROM PROPERTY CORNER

LOT AREA	LOT No.	ACREAGE	SQ. FEET
1	93	0.26	12,326
2	94	0.21	9,186
3	95	0.14	6,000
4	96	0.14	6,000
5	97	0.14	6,000
6	98	0.14	6,000
7	99	0.14	6,000
8	100	0.14	6,000
9	101	0.14	6,000
10	102	0.14	6,000
11	103	0.14	6,000
12	104	0.14	6,000
13	105	0.14	6,000
14	106	0.14	6,000
15	107	0.14	6,000
16	108	0.14	6,000
17	109	0.14	6,000
18	110	0.14	6,000
19	111	0.14	6,000
20	112	0.14	6,000
21	113	0.14	6,000
22	114	0.14	6,000
23	115	0.14	6,000

LOT AREA	LOT No.	ACREAGE	SQ. FEET
1	93	0.26	12,326
2	94	0.21	9,186
3	95	0.14	6,000
4	96	0.14	6,000
5	97	0.14	6,000
6	98	0.14	6,000
7	99	0.14	6,000
8	100	0.14	6,000
9	101	0.14	6,000
10	102	0.14	6,000
11	103	0.14	6,000
12	104	0.14	6,000
13	105	0.14	6,000
14	106	0.14	6,000
15	107	0.14	6,000
16	108	0.14	6,000
17	109	0.14	6,000
18	110	0.14	6,000
19	111	0.14	6,000
20	112	0.14	6,000
21	113	0.14	6,000
22	114	0.14	6,000
23	115	0.14	6,000

LOT AREA	LOT No.	ACREAGE	SQ. FEET
1	93	0.26	12,326
2	94	0.21	9,186
3	95	0.14	6,000
4	96	0.14	6,000
5	97	0.14	6,000
6	98	0.14	6,000
7	99	0.14	6,000
8	100	0.14	6,000
9	101	0.14	6,000
10	102	0.14	6,000
11	103	0.14	6,000
12	104	0.14	6,000
13	105	0.14	6,000
14	106	0.14	6,000
15	107	0.14	6,000
16	108	0.14	6,000
17	109	0.14	6,000
18	110	0.14	6,000
19	111	0.14	6,000
20	112	0.14	6,000
21	113	0.14	6,000
22	114	0.14	6,000
23	115	0.14	6,000

Parham - Boyer, Inc.
 LAND SURVEYORS & ENGINEERS
 109 ATLANTA HIGHWAY
 GAITHERSBURG, MD 20878
 PHONE (301) 877-5332 - 2491
 FAX (301) 877-5332 - 1899
 J.N. 01-248
 P.M. J.D.F.

CITY OF BALDWIN, LAND LOT 155 - 10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

HIGHLAND POINTE

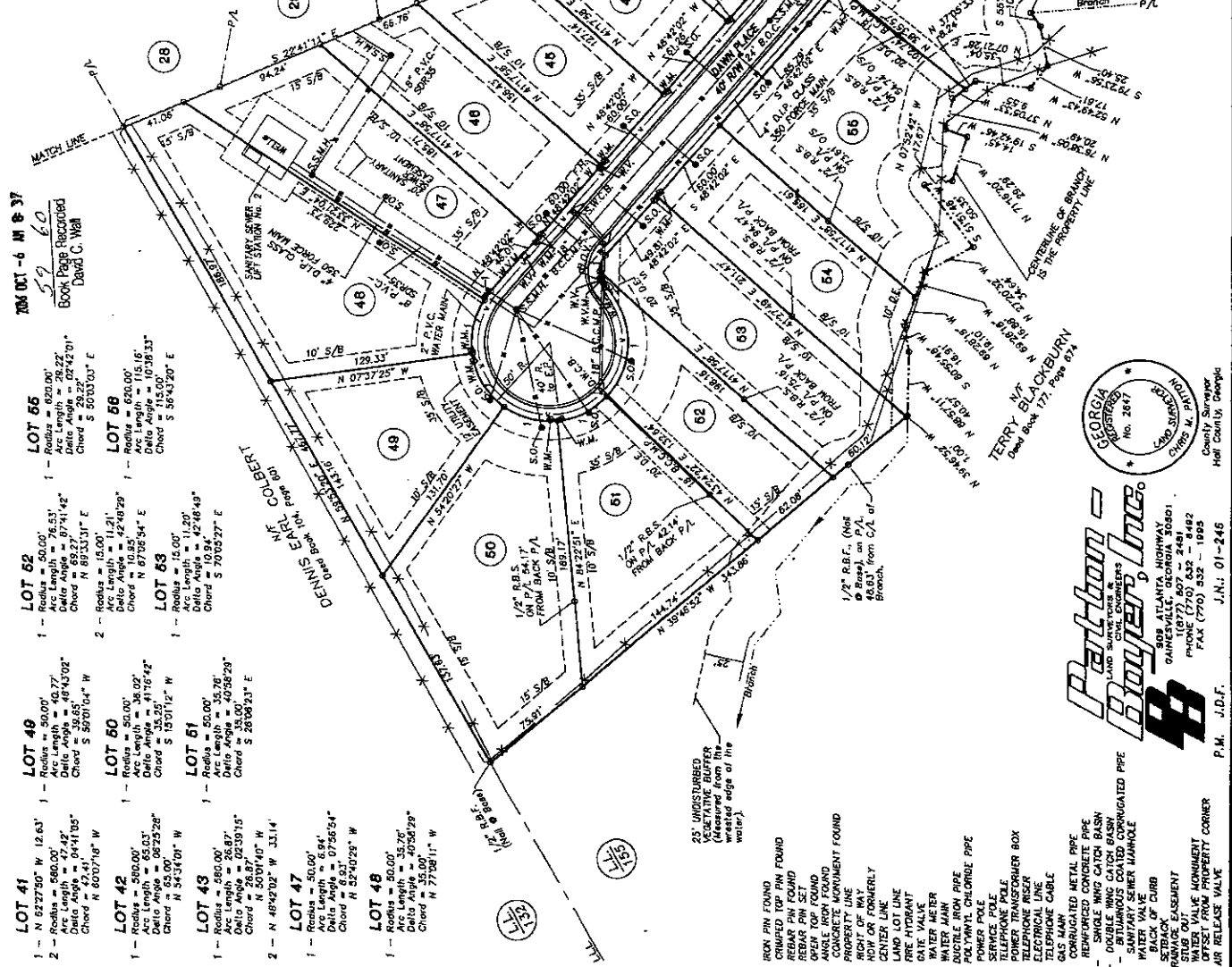
FINAL SUBMISSION PLAT FOR:

SHEET NUMBER
8 of 11
01-246 FINAL
SCALE
1" = 50'
DATE
08 - 18 - 2005
J.N.

REVISIONS:
DATE
COMMENTS

LOT No.	ACREAGE	SQ. FEET
51	0.28	12,229
52	0.28	12,229
53	0.28	12,229
54	0.28	12,229
55	0.39	16,466
56	0.34	14,619

LOT No.	ACREAGE	SQ. FEET
41	0.17	7,220
42	0.14	6,299
43	0.18	7,518
44	0.17	7,518
45	0.19	8,506
46	0.24	10,263
47	0.32	13,880
48	0.44	19,139
49	0.25	10,841
50	0.40	17,334



- LOT 41
1 - N 82°27'00" W 12.63'
2 - Radius = 50.00'
Arc Length = 47.42'
Delta Angle = 24°41'05"
Chord = 8.017'10" W
- LOT 42
1 - Radius = 50.00'
Arc Length = 65.53'
Delta Angle = 35°25'28"
Chord = 10.537'10" W
- LOT 43
1 - Radius = 50.00'
Arc Length = 26.87'
Delta Angle = 12°03'15"
Chord = 4.694'00" W
- LOT 44
1 - Radius = 50.00'
Arc Length = 36.02'
Delta Angle = 17°55'24"
Chord = 6.240'29" W
- LOT 45
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 46
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 47
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 48
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 49
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 50
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 51
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 52
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 53
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 54
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 55
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W
- LOT 56
1 - Radius = 50.00'
Arc Length = 35.76'
Delta Angle = 35°25'28"
Chord = 6.240'29" W

LEGEND:
IRON PIN FOUND
CHANGED TOP PIN FOUND
REBAR PIN FOUND
OPEN TOP FOUND
ANGLE IRON FOUND
ANCHOR BOLT FOUND
PROPERTY LINE
RIGHT OF WAY
ADJ. OR FORMERLY
CENTER LINE
LAND LOT LINE
LAND TOWNSHIP
WATER MAIN
WATER METER
WATER MAIN
DUPLEX IRON PIPE
POLYETHYLENE GLASS FIBER
POWER POLE
TELEPHONE POLE
POWER TRANSFORMER BOX
TELEPHONE RISER
ELECTRICAL LINE
CABLE
CORRUGATED METAL PIPE
REINFORCED CONCRETE PIPE
SINGLE WING CATCH BASIN
DOUBLE WING CATCH BASIN
SANITARY SINKER MANHOLE
WATER VALVE
BACK OF CURB
WATER VALVE MONUMENT
STUB OUT
DRAWING EASEMENT
WATER VALVE MONUMENT
AIR RELEASE VALVE

CITY OF BALDWIN, LAND LOT 155 - 10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

HIGHLAND POINTE

FINAL SUBDIVISION PLAT FOR:

LOCATED IN:

SHEET NUMBER	6	OF 11
DATE	08 - 18 - 2006	
J.N.	01 - 246	
SCALE	1" = 50'	
DI-246 FINAL		

LOT No.	ACREAGE	SQ. FEET
62	0.18	7,043
63	0.20	8,593
64	0.23	9,708
135	0.17	7,286
136	0.15	6,000
137	0.15	6,000
138	0.15	6,000
139	0.15	6,000
140	0.15	6,000
141	0.15	6,000
142	0.23	10,010

LOT No.	ACREAGE	SQ. FEET
37	0.21	9,209
38	0.23	9,920
39	0.15	6,000
40	0.16	7,030
57	0.25	11,360
58	0.20	8,720
59	0.25	9,804
60	0.21	9,137
61	0.21	9,107
61A	0.17	7,427

LOT 141
1 - Radius = 280.00'
2 - Radius = 280.00'
Delta Angle = 147°14'
Chord = 70.00'
Chord = 70.00'

LOT 142
1 - Radius = 280.00'
2 - Radius = 280.00'
Delta Angle = 147°14'
Chord = 70.00'

LOT 140
1 - Radius = 280.00'
2 - Radius = 280.00'
Delta Angle = 147°14'
Chord = 70.00'

LOT 136
1 - Radius = 280.00'
2 - Radius = 280.00'
Delta Angle = 147°14'
Chord = 70.00'

ON A BELLE SHIRLEY BUCHANAN
Deed Book 371, Page 551

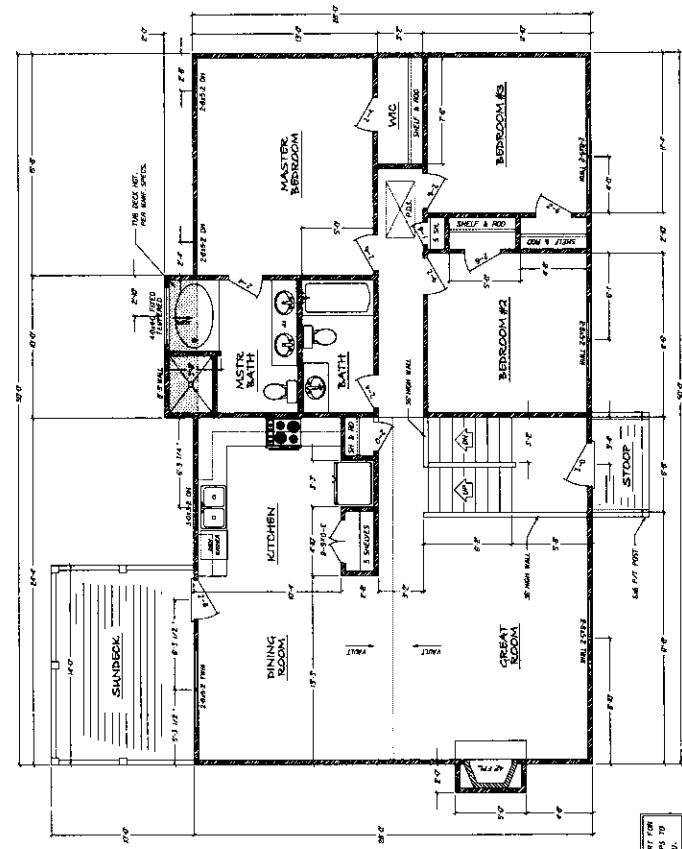


Parham & Boyers, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
ONE MILLER BLVD., SUITE 200
GAINESVILLE, GEORGIA 30601
PHONE (770) 532-4492
FAX (770) 532-1995
J.N.: 01-246
P.M., J.D.F.

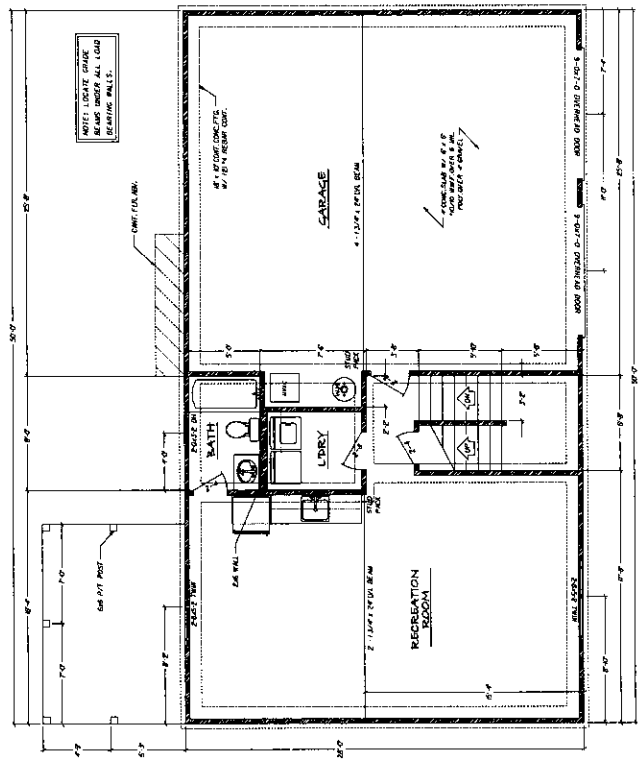




NOTES:
 ALL ROOMS AND ROOMS MUST MEET EGRESS REQUIREMENTS.
 ALL ROOMS MUST BE VERIFIED WITH MANUFACTURER'S SPECIFICATIONS.
 ALL LOCAL BUILDING CODES, PERMITS AND ORDINANCES SHOULD BE VERIFIED WITH MANUFACTURER'S SPECIFICATIONS.



UPPER FLOOR PLAN



LOWER FLOOR PLAN



Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 9/15/2025

First Reading Date 10/7/2025

Published Date/Entity 10/17/2025; NEG

Second Reading Date 11/3/2025

Applicant Information

Name	Intown Home Builders LLC
Address	506 Carriage Drive
City/State/Zip	Bethlehem, GA 30620
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Property Owner Information

Name	Jordan Ferguson
Address	1901 Rivermist Drive
City/State/Zip	Monroe, GA 30655
Phone	470-236-2862
Email	intownhomebuilders@gmail.com
Fax	

Status of Property Owner

☒	Current Property Owner
☐	Option to Purchase
☐	Area Resident
☐	Other (Explain)

Zoning Information

Current Zoning Classification(s)
<u>R-2</u>

Variance Request(s)

Describe Type Variance(s) Requested	Front Build Line Setback
Vary From	35' front setback
Vary To	20' front setback

Parcel Information

Tax Parcel Number(s)	051 008A	Acreage	0.29
Location (Street Address)	226 Highland Pointe Drive, Baldwin, GA 30510		
Existing Structure(s)	none		
Description of Proposed Use	new construction of a single family home with 2 car attached garage, front stoop & rear deck		

Supporting Documents Required

☐	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
☒	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11
☒	Statement of Hardship (see page 5 of this application)
☒	Architectural Rendering - One full scale (folded to 8.5 x 11)
☐	Other -

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

Signature of Applicant Randy Wallis Date 9/15/2025

Application Received By Erin Gathercoal Title City Clerk Date 9/25/2025

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

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

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

Method of Payment

☐	Check	Check No.	
☐	Cash	Receipt No.	
☒	Card	Confirmation No.	39861680

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

Name of Owner (please print)	Jordan Ferguson
Owner's Address	1901 Rivermist Drive
City/State/Zip Code	Monroe, GA 30655
Owner's Phone Number	678-979-9401
Owner's Email	americanelectric.garagedoors@yahoo.com

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Zoning Change, Variance, or Special Use Permit request to be heard by the Baldwin City Council during public hearing.

NOTARY PUBLIC CERTIFICATION

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

On the 16 day of Sept, 20 25, Jordan Ferguson (printed name of owner) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson
Signature of Owner

C Myers
Notary Public



[SEAL]

Please describe your request and the reason for the request for a Zoning Change, Variance, or Special Use Permit.

The current building setback lines do not allow for the construction of a standard single-family residence with an attached two-car garage. In addition, the lot has a substantial drop-off at the rear, which significantly limits the buildable area and creates challenges for both structural stability and safe access. Granting this variance will allow the property owner to construct a home that is consistent with the surrounding neighborhood, provides adequate parking and storage within a two-car garage, and ensures that the dwelling is safely situated given the topography of the lot. Without this variance, the property cannot reasonably accommodate a standard home design and would present unnecessary hardship compared to similar properties in the area.

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant (please print)	Intown Home Builders, LLC
Applicant's Address	506 Carriage Drive
City/State/Zip Code	Bethlehem, GA 30620
Applicant's Phone Number	470-236-2862
Applicant's Email	intownhomebuilders@gmail.com

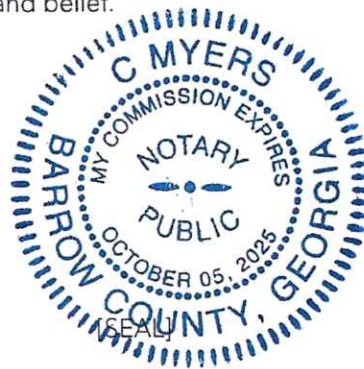
NOTARY PUBLIC CERTIFICATION

Instructions: All Applicant Authorization sheets must be complete, signed, and duly notarized.

On the 25th day of September, 2025, Jordan Ferguson (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson
Signature of Owner

[Signature]
Notary Public



APPLICANT INFORMATION CERTIFICATION

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

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Applicant's Address	506 Carriage Drive
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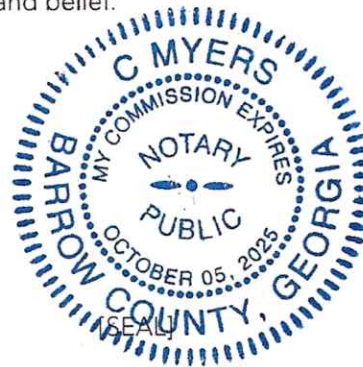
On the 25th day of September, 2025, Jordan Ferguson (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

Jordan Ferguson

Signature of Owner

[Signature]

Notary Public



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

APPLICANT'S CERTIFICATION

I hereby certify that that I have read the above campaign disclosure information and declare that (select one):

☐	I have within the two years immediately preceding this date (see *NOTE below)
☒	I have not within the two years immediately preceding this date

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

(1) _____
Name and official position of the City Council Member and/or Planning and Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made.

(2) Amount: \$ _____ Date _____

STATEMENT OF HARDSHIP

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

Describe how each situation listed below relates to your application. If more space is needed, please write answers on a separate sheet or on the back of this page.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

This property has extraordinary conditions due to its narrow shape and steep rear drop-off, which limit the buildable area within current setbacks. These challenges are unique to the lot, were not created by the owner, and make it difficult to construct a standard home with an attached two-car garage without variance relief.

2. The application of this ordinance to the particular piece of property would create an unnecessary hardship.

Strict application of the ordinance would create an unnecessary hardship by preventing the construction of a standard single-family home with an attached two-car garage. Due to the lot's limited buildable area and steep rear drop-off, compliance with the setbacks would leave the property unusable for a reasonable residence. A variance is therefore necessary to allow for practical use of the property consistent with neighboring homes.

3. Such conditions are peculiar to the particular piece of property involved.

The narrow lot configuration combined with the substantial rear drop-off are conditions unique to this property. These site-specific factors do not affect neighboring parcels and make the buildable area unusually limited, thereby requiring variance relief.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

Granting this variance will not cause any detriment to the public good or impair the intent of the ordinance. The requested relief applies only to setback requirements and does not involve any use of land or structure that is prohibited. The proposed home will remain consistent in design, scale, and use with surrounding residences, thereby maintaining the character of the neighborhood and the purpose of the zoning ordinance.

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

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

Signature of Applicant Randy Wallis Date 9/15/2025

PUBLIC NOTICE REQUIREMENTS

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

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

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

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location or relocation of the sign by anyone other than City staff will result in your request being tabled until the sign is posted as required. Failure to ensure that the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given to the public.

If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given and all legal requirements have been fulfilled.

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

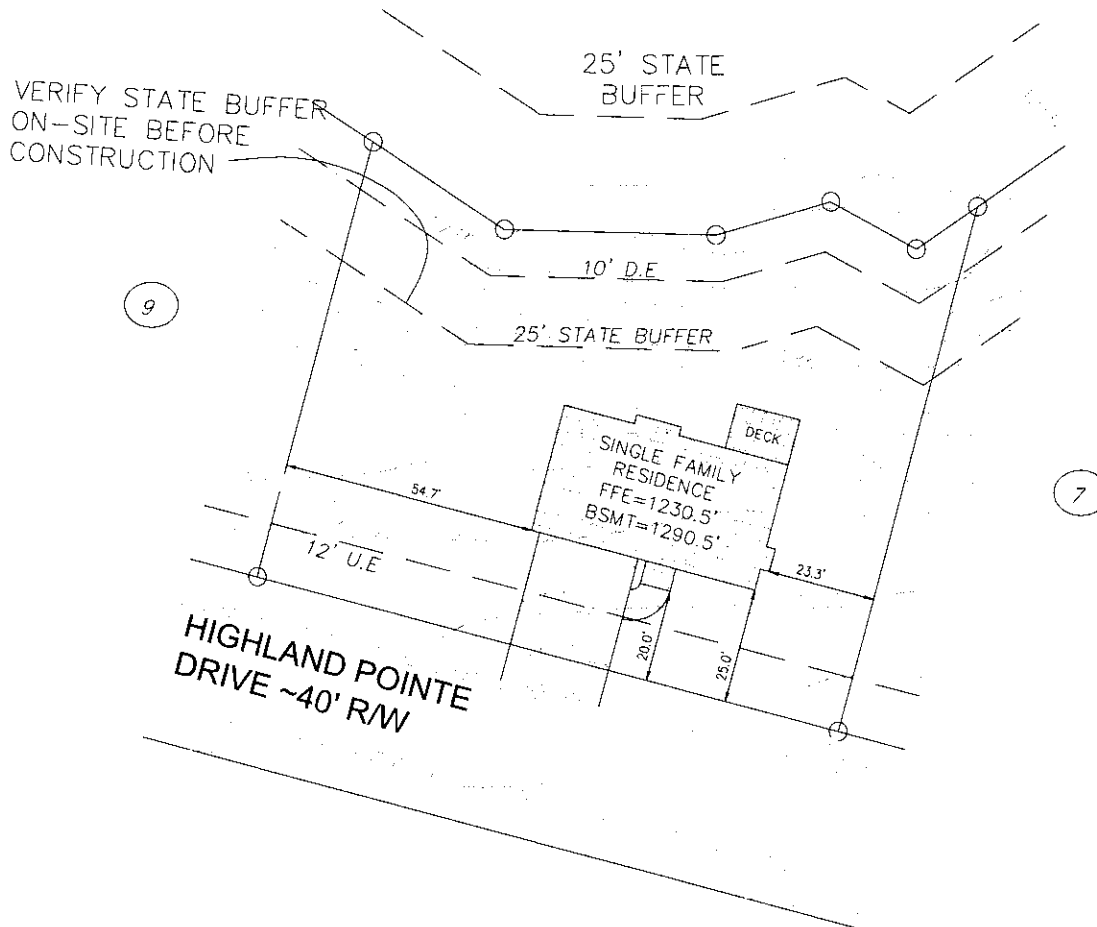
Applicant's Certification: *I hereby certify the above information, and all attached information, is true and correct, and that I have read, understand, and have received a copy of the **Public Notice Requirements**.*

Signature of Applicant Randy Wallis Date 9/15/2025

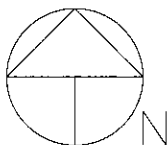
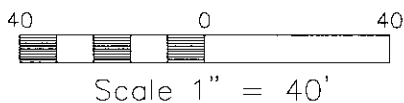
VARIANCE SITE PLAN

Note:

- Variance to reduce the front setback from 35' to 20' to allow a construction for a single family residence.



Print 8.5x11 for proper scale



VARIANCE SITE PLAN FOR:	
LOT 8 ~ HIGHLAND POINTE	
26 EAST ATHENS STREET WINDER, GA 30680 PHONE: (678) 687-6219 JAKOB@SULLINSENGINEERING.COM	
COUNTY	
SCALE	1"=40'
GMD	
DATE	9/21/2025
CITY	BALDWIN
PARCEL	052 008A
JOB #	#2599

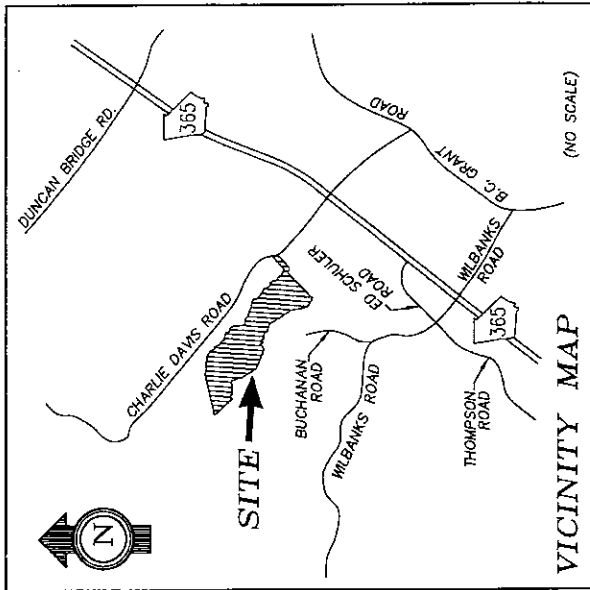
FINAL SUBDIVISION PLAT FOR:

HIGHLAND POINTE

LOCATED IN:
CITY OF BALDWIN, LAND LOT 155
10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

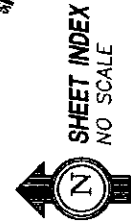
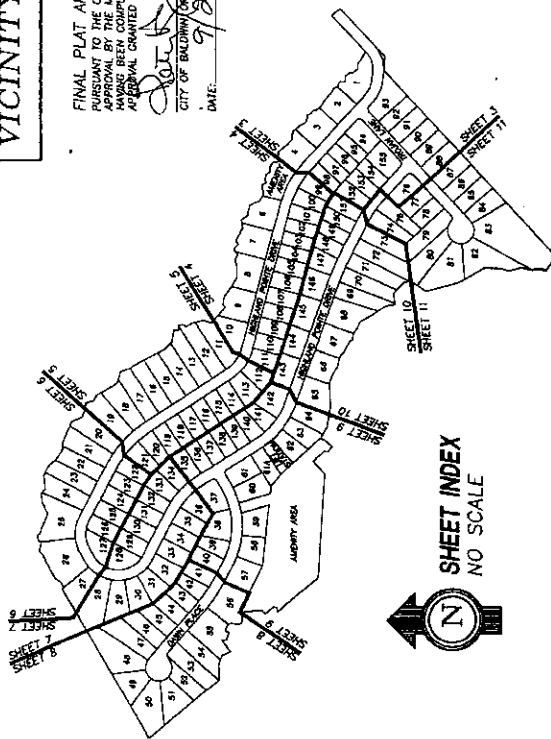
SURVEY DATE: 07 - 26 - 2006 PLAT DATE: 08 - 18 - 2006

OWNER and DEVELOPER:
STERLING-PARKS, LLLP
P.O. BOX 2305
GAINESVILLE, GEORGIA 30503
Phone: (770) 536-2123
Contact: JACK WALDRIP



FINAL PLAT APPROVAL:
PURSUANT TO THE CITY OF BALDWIN REGULATIONS, THIS PLAT IS GIVEN FINAL PLAT
APPROVAL BY THE MAYOR AND CITY COUNCIL. ALL OF THE CONDITIONS OF APPROVAL
HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE, AND THEIR LOCATION, SIZE, TYPE, AND
MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL RELEVANT REQUIREMENTS OF THE CITY OF BALDWIN
ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.

Barry C. Cramer
CITY OF BALDWIN, GEORGIA
DATE: 9/25/06



59 53
Book Page Recorded
David C. Wall

OWNER'S DEDICATION CERTIFICATE:

CITY OF BALDWIN - HABERSHAM COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT SHOWN ON THIS PLAT AND WHOSE NAME IS
SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT,
ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE CITY OF
BALDWIN, HABERSHAM COUNTY FOREVER, ALL ROAD RIGHT-OF-WAYS, STORM DRAINS, WATER MARKS,
SAVARY SET-OUTS, EASEMENTS, AND ASSOCIATED APPURTENANCES THEREON SHOWN.

OWNER: *Barry C. Cramer*

DATE:

SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL
SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN
HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE, AND THEIR LOCATION, SIZE, TYPE, AND
MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL RELEVANT REQUIREMENTS OF THE CITY OF BALDWIN
ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.

BY: *Chris M. Cramer* REGISTERED GA. LAND SURVEYOR

NUMBER: 7647

DATE: 9/8/06

Barry C. Cramer
9/25/06

		SHEET No. 1 OF - 11. 01-245
REVISIONS: DATE COMMENTS		

Parton - Boyer, Inc.
LAND SURVEYORS & CIVIL ENGINEERS
608 ATLANTA HIGHWAY, SUITE 100
GAINESVILLE, GEORGIA 30501
PHONE (770) 532 - 6492
FAX (770) 532 - 1993

HIGHLAND POINTE

FINAL SUBDIVISION PLAT FOR:
CITY OF BALDWIN, LAND LOT 155 - 10th LAND DISTRICT, HABERSHAM COUNTY, GEORGIA

LOCATED IN:

SHEET NUMBER
4 OF 11.
01-248 FINAL
SCALE
1" = 50'
DATE
08 - 18 - 2006
J.N.
01-246

REVISIONS:

DATE

COMMENTS

LEGEND:

- I.P.F. - IRON PIN FOUND
- C.T.F. - CRUMPLED TOP PIN FOUND
- R.B.F. - REBAR PIN FOUND
- R.B.S. - REBAR PIN SET
- A.I.F. - ANGLE IRON FOUND
- C.M.F. - CONCRETE MONUMENT FOUND
- P.A. - PROPERTY LINE
- R.O. - RIGHT OF WAY
- C.L. - CENTER LINE
- L.L. - LAND LOT LINE
- F.H. - FIRE HYDRANT
- G.V. - GATE VALVE
- W.M. - WATER MAIN
- W.M. - WATER METER
- P.V. - POLYETHYLENE PIPE
- P.V. - POLYVINYL CHLORIDE PIPE
- P.P. - POWER POLE
- S.P. - SERVICE POLE
- T.P. - TELEPHONE POLE
- T.B. - TELEPHONE BENCH
- T.E. - TELEPHONE EASEMENT
- T. - TELEPHONE CABLE
- G. - GAS MAIN
- C.M.P. - CORRUGATED METAL PIPE
- C.P. - CONCRETE PIPE
- S.M.C.P. - SINGLE MANHOOD CATCH BASIN
- D.W.C.B. - DOUBLE WING CATCH BASIN
- S.S.M.H. - SANITARY SEWER MANHOLE
- W.V. - WATER VALVE
- S.C. - SETBACK
- D.E. - DRAINAGE EASEMENT
- S.V. - SWIRL OUT
- M. - MONUMENT
- B.C.C.M.P. - BITUMINOUS COATED CORRUGATED PIPE
- A.R.V. - AIR RELEASE VALVE

2006 OCT - 6 AM 8:34

59 SC

Book Page Recorded

David C. Webb

LOT 111

1 - Radius = 720.00'

Arc Length = 330.00'

Delta Angle = 34.45°

Chord = 111.35' E

Chord = 80.13' E

2 - S 73.01' E 15.66'

LOT 100

1 - Radius = 720.00'

Arc Length = 330.00'

Delta Angle = 34.45°

Chord = 111.35' E

Chord = 80.13' E

2 - S 73.01' E 15.66'

LOT 101

1 - Radius = 720.00'

Arc Length = 330.00'

Delta Angle = 34.45°

Chord = 111.35' E

Chord = 80.13' E

2 - S 73.01' E 15.66'

LOT 99

1 - Radius = 720.00'

Arc Length = 330.00'

Delta Angle = 34.45°

Chord = 111.35' E

Chord = 80.13' E

2 - S 73.01' E 15.66'

LOT 98

1 - Radius = 720.00'

Arc Length = 330.00'

Delta Angle = 34.45°

Chord = 111.35' E

Chord = 80.13' E

2 - S 73.01' E 15.66'

LOT 5

1 - Radius = 370.00'

Arc Length = 170.00'

Delta Angle = 23.05°

Chord = 15.40' W

Chord = 15.40' W

2 - N 73.01' E 13.17'

3 - N 81.42' E 18.98'

4 - S 32.02' E 24.59'

5 - S 72.22' E 40.42'

6 - S 29.27' E 19.58'

7 - S 18.41' E 21.36'

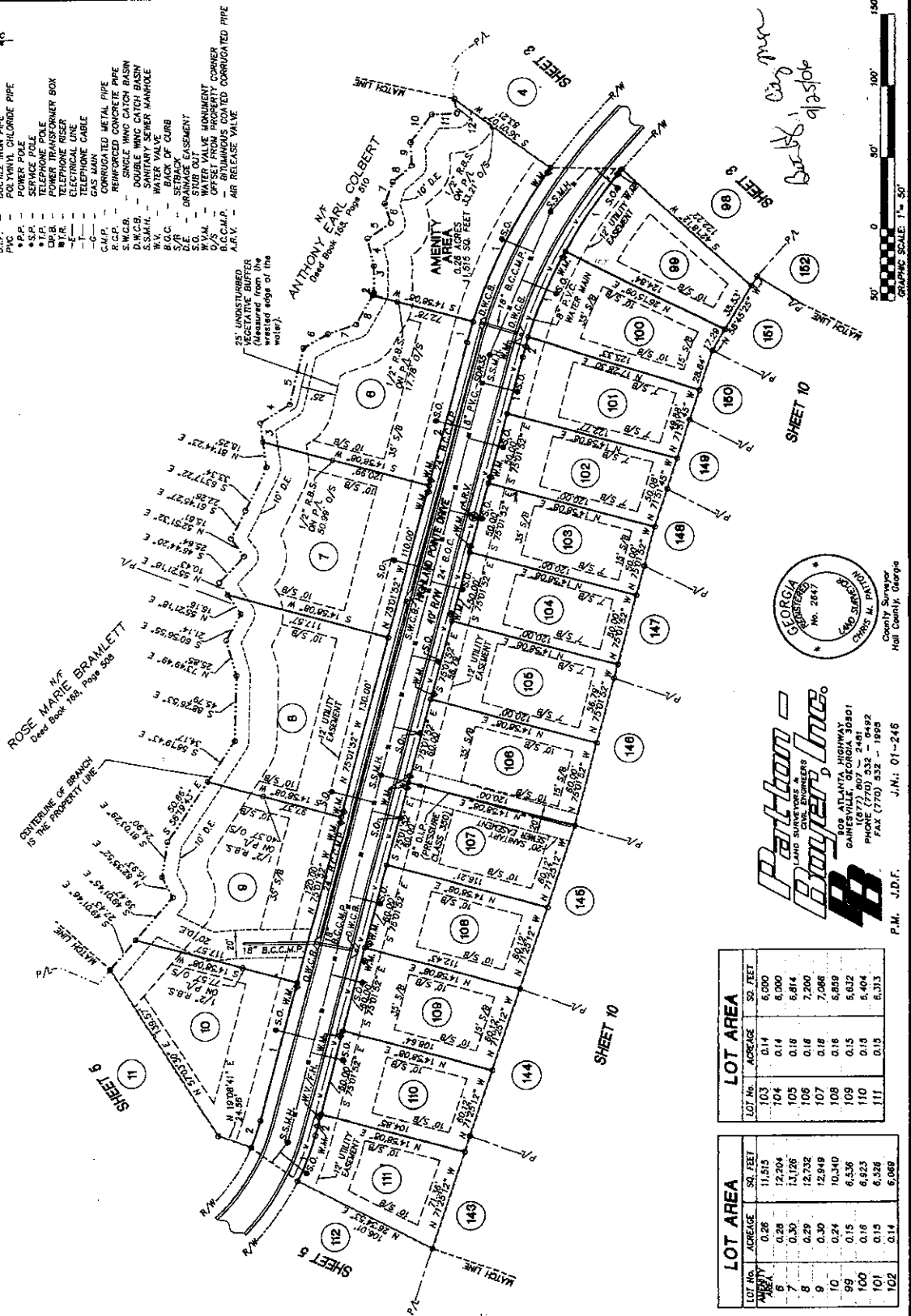
8 - S 59.32' E 23.40'

9 - N 87.11' E 16.43'

10 - S 14.02' E 17.48'

11 - S 14.02' E 17.48'

12 - N 80.58' E 10.59'



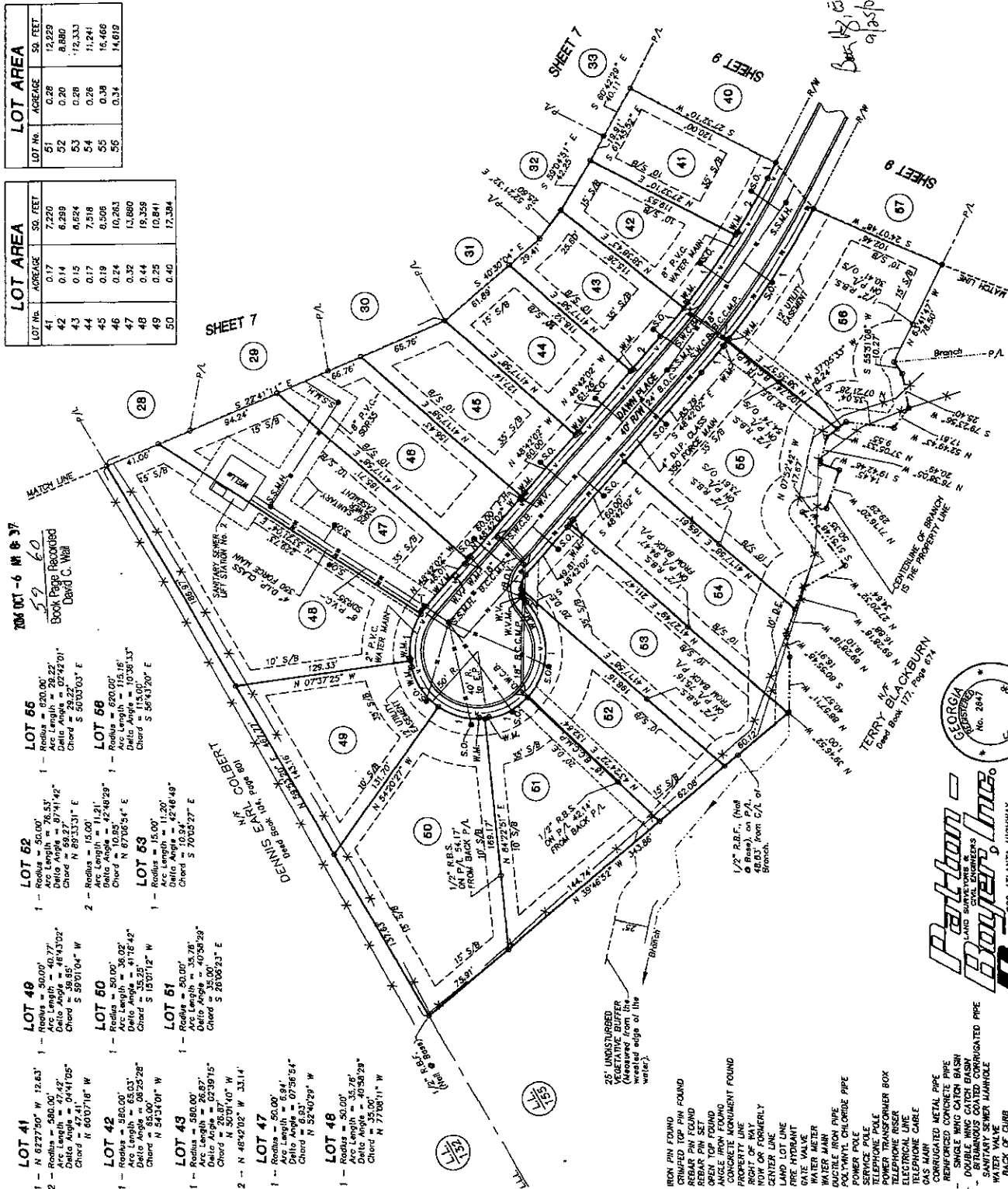
Parton - Boyer, Inc.
LAND SURVEYORS
808 ATLANTA HIGHWAY
DANVILLE, GA 31702
PHONE (770) 532-2481
FAX (770) 532-1999
J.N. 01-246

LOT AREA		
LOT No.	ACREAGE	SQ. FEET
103	0.14	6,000
104	0.14	6,000
105	0.18	8,814
106	0.18	7,900
107	0.18	7,900
108	0.18	8,859
109	0.18	8,859
110	0.18	8,859
111	0.18	8,859
112	0.14	6,069

SHEET NUMBER	8	OF 11.
01-246 FINAL	SCALE	DATE
	1" = 50'	08 - 18 - 2006
		JNL
		01-246

LOT AREA		
LOT No.	ACREAGE	SQ. FEET
51	0.28	12,229
52	0.20	8,580
53	0.28	12,333
54	0.26	11,241
55	0.38	16,468
56	0.34	14,619

LOT AREA	LOT No.	AREA	SQ. FEET
	41	0.17	7,220
	42	0.14	6,299
	43	0.15	6,524
	44	0.17	7,518
	45	0.19	8,508
	46	0.24	10,263
	47	0.32	13,860
	48	0.44	19,359
	49	0.25	10,841
	50	0.40	17,394



Partlow -
CIVIL ENGINEERS
LAND SURVEYORS &
BOYER, INC.
100 ATLANTIC HIGHWAY
GAINESVILLE, GEORGIA 30601
(877) 807 - 2441
PHONE (770) 532 - 1982
FAX (770) 532 - 1988

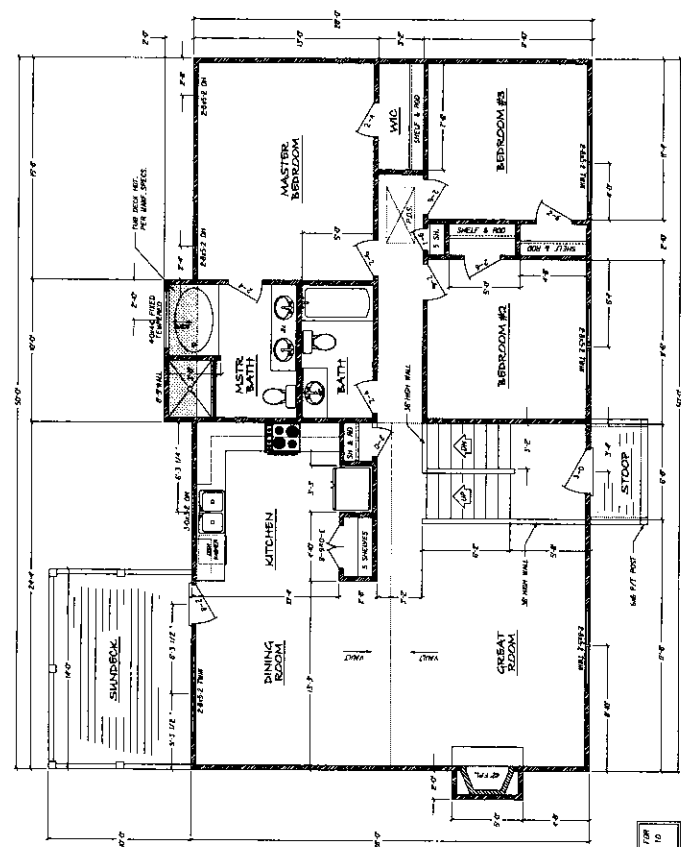
BB

GEORGIA
REGISTERED
No. 2843
LAND SURVEYOR
COMM. M. J.D.F.

M. J.D.F.
County Surveyor
Gwin County, Georgia

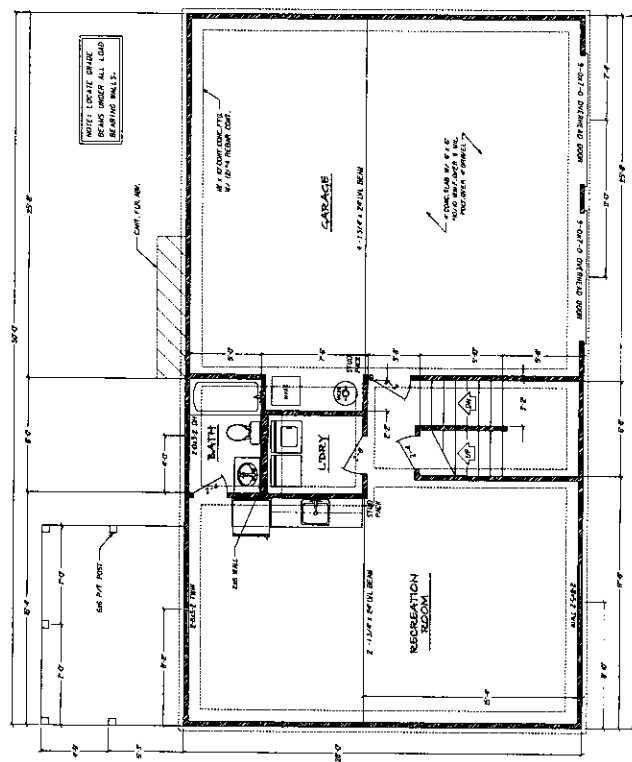
GAS MAIN
 CORRUGATED METAL PIPE
 REINFORCED CONCRETE PIPE
 SINGLE WING CATCH BASIN
 DOUBLE WING CATCH BASIN
 BRIMBORNS COATED CORRUGATED PIPE
 SANTIANTY SEWER MAINHOLE
 WATER VALVE
 BACK OF CURB
 SETBACK
 SURFACE EASEMENT
 CATCH VALVE
 WATER VALVE MONUMENT
 OFFSET FROM PROPERTY CORNER
 AIR RELEASE VALVE

NOTES:
 1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 4. ALL WINDOWS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
 5. ALL CLOSET DOORS ARE 2'0" WIDE UNLESS NOTED OTHERWISE.
 6. ALL CLOSET DOORS ARE 6'0" HIGH UNLESS NOTED OTHERWISE.
 7. ALL CLOSET DOORS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
 8. ALL CLOSET DOORS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
 9. ALL CLOSET DOORS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
 10. ALL CLOSET DOORS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.



UPPER FLOOR PLAN

PROVIDE SUPPORT FOR
 PORCH AND STAIRS TO
 BE LOCATED AS SHOWN.



LOWER FLOOR PLAN

FIRST READING 5-11-09

PUBLISHED 5-19-09

PASSED 6-8-09

0029.
AN ORDINANCE NO. 179

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY REZONING ALL THAT TRACT OR PARCEL(S) OF LAND WITHIN THE CITY OF BALDWIN, AND OWNED BY STERLING PARKS, LLLP AND BEING DESIGNATED AS TRACT 1, CONTAINING 43.20 ACRES MORE OR LESS, TRACT 2, CONTAINING 0.078 ACRES, MORE OR LESS AND TRACT 3, CONTAINING 0.167 ACRES, MORE OR LESS AND LYING AND BEING IN LAND LOT 155 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON AN APRIL 24, 2000 PLAT, ENTITLED "BARRY WIKLE", AND PREPARED BY LOVELL, DUVALL, MILLER & ASSOCIATES, INC. WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AS SINGLE FAMILY RESIDENTIAL DISTRICT (R-II) WITH CONDITIONS, TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described land shall be zoned and so designated on the zoning map of the City of Baldwin as SINGLE FAMILY Residential (R-11) and being approximately 43.44 acres, with the following conditions:

Conditions:

- (1) Maximum of 159 residential lots within subdivision
- (2) Side setbacks shall be at least 5 feet from property lines
- (3) All homes constructed with the subdivision shall be site built homes
- (4) All homes shall have a minimum of 1,250 square feet of heated space

Legal description:

All that tract(s) or parcel(s) of land being approximately 43.44 acres, and lying and being in Land Lot(s) 155 of the 10th Land District of Habersham County, Georgia and more particularly described on an April 24, 2000 plat, entitled, "Survey for Barry Wikle", and prepared by Lovell, Duvall, Miller & Associates and which is attached hereto, and incorporated by reference hereof, into this legal description.

Section 2. REPEAL OF CONFLICTING ORDINANCE.

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

Section 3. SEVERABILITY OF PARAGRAPHS.

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

Section 4. AMENDMENT OF THE ZONING MAP.

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

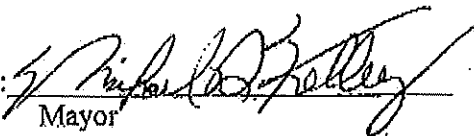
Section 5. EFFECTIVE DATE.

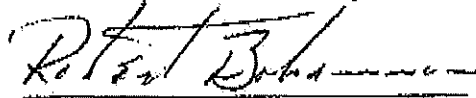
The effective date of the zoning classification imposed by this ordinance shall be on the later of:

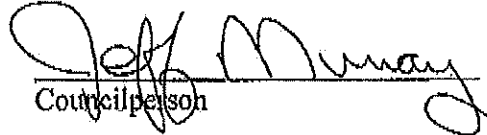
(A) The date the zoning classification is approved by the City of Baldwin, by and through its City Council.

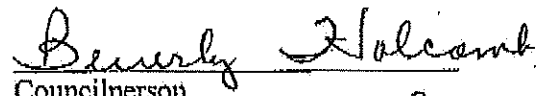
SO ORDAINED this 8 day of June, 2009.

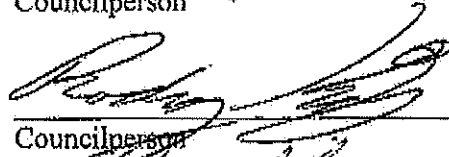
BALDWIN CITY COUNCIL

By: 
Mayor


Councilperson

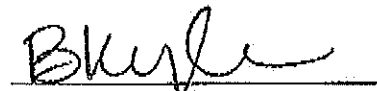

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


Brandy Kyle, City Clerk

1825/W114672

CITY OF BALDWIN
ORDINANCE NO. 2025-10176Z

AN ORDINANCE OF THE CITY OF BALDWIN, GEORGIA TO AMEND SECTION 800 (MINIMUM FLOOR AREA REQUIREMENTS), ARTICLE VIII OF THE 2006 ZONING ORDINANCE TO MAKE THE MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR R-1 DISTRICT, R-2 DISTRICT, EACH THREE-BEDROOM OR LARGER DUPLEX DWELLING UNIT IN THE R-3 DISTRICT, AND EACH THREE-BEDROOM OR LARGER ATTACHED DWELLING UNIT IN THE R-3 DISTRICTS 800 SQUARE FEET.

WHEREAS, the duly elected governing authority of the City of Baldwin, Georgia is authorized under Article IX, Section II, Paragraph III of the Constitution of the State of Georgia to adopt reasonable ordinances to protect the public health, safety, and welfare of the citizens of the City of Baldwin, Georgia; and

WHEREAS, the duly elected governing authority of the City of Baldwin, Georgia is the Mayor and City Council therefor; and

WHEREAS the Mayor and City Council have determined after careful review that amending the minimum square footage requirements for R-1 district, R-2 district, each three-bedroom or larger duplex dwelling unit in the R-3 district, and each three-bedroom or larger attached dwelling unit in the R-3 district to 800 square feet is appropriate pursuant to Article XVI of the 2006 Zoning Ordinance, O.C.G.A. § 36-66-2, and the City's constitutional zoning power.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BALDWIN, GEORGIA, AND IT IS HEREBY ESTABLISHED AS FOLLOWS:

Section 1: AMENDMENT TO ZONING ORDINANCE.

Section 800 (Minimum Floor Area Requirements), Article VIII of the 2006 Zoning Ordinance shall be amended to make the minimum square footage requirements for R-1 district, R-2 district, each three-bedroom or larger duplex dwelling unit in the R-3 district, and each three-bedroom or larger attached dwelling unit in the R-3 district to 800 square feet. All other portions of Section 800 shall remain the same.

36
37 Section 2: **EFFECTIVE DATE.**
38

39 The effective date of this ordinance will be upon its adoption by the City Council of the City of
40 Baldwin, Georgia.
41

42 Section 3: **REPEAL OF CONFLICTING ORDINANCES.**
43

44 Any part of any prior ordinance in conflict with this ordinance is hereby repealed to the extent of
45 such conflict.

46 **THIS ORDINANCE** is hereby adopted this ____ Day of _____, _____, the
47 public health, safety, and general welfare demanding its adoption.

48 **BALDWIN CITY COUNCIL**
49

50
51 By: _____

52 Mayor Stephanie Almagno
53

54
55 _____
56 Council Member Erik Keith
57

58
59 _____
60 Council Member Nancy Lehman
61

62
63 _____
64 Council Member Kerri Davis
65

66
67 _____
68 Council Member Maarten Venter
69

70
71 _____
72 Council Member Alice Venter
73

74 Attest:
75
76

77 _____
78 Erin Gathercoal
City Clerk

ARTICLE VIII – MINIMUM AREA, HEIGHT AND YARD REQUIREMENTS

Section 800. Minimum Floor Area Requirements

All dwelling units shall have a minimum heated finished living area, excluding a basement, attic, carport or garage, as follows:

In the A and R-1 districts	1,400
In the R-2 district	1,200
In the PDD district	See Article XI
In the MHD District	See Section 705
Each three-bedroom or larger duplex dwelling unit in the R-3 district	1,000
Each two-bedroom or smaller duplex dwelling unit in the R-3 district	800
Each three-bedroom or larger attached dwelling unit in the R-3 districts	1,000
Each two-bedroom attached dwelling unit in the R-3 districts	800
Each one-bedroom attached dwelling unit in the R-3 districts	600
Each efficiency or studio apartment in the R-3 districts	450



Application for Zoning Change or Variance
Office of the City Clerk
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Application Creation Date 10-6-25

First Reading Date 10/7/25

Published Date/Entity 10/17/25; NE6

Second Reading Date 11/3/25

Applicant Information

Name	Andrew Bellamy
Address	280 Walden Street
City/State/Zip	Baldwin, GA 30511
Phone	706-499-2874
Email	Andrewbellamy275@gmail.com
Fax	

Property Owner Information

Name	Andrew Bellamy
Address	280 Walden Street
City/State/Zip	Baldwin, GA 30511
Phone	706-499-2874
Email	Andrewbellamy275@gmail.com
Fax	

Status of Property Owner

☒	Current Property Owner
☐	Option to Purchase
☐	Area Resident
☐	Other (Explain)

Variance Request(s)

Describe Type Variance(s) Requested	Zoning Change
Vary From	R-2
Vary To	HB Highway Business District

Zoning Information

Current Zoning Classification(s)	R-2
----------------------------------	-----

Parcel Information

Tax Parcel Number(s)	091D021	Acreage	1.00
Location (Street Address)	275 Little Poplar Drive		
Existing Structure(s)	none		
Description of Proposed Use	Garage		

Supporting Documents Required

☐	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect. One full scale (folded to 8.5 x 11) and one 8.5 x 11.
☒	Plat - One full scale (folded to 8.5 x 11) and one 8.5 x 11.
☒	Statement of Hardship (see page 5 of this application)
☒	Architectural Rendering - One full scale (folded to 8.5 x 11)
☐	Other -

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

Signature of Applicant Andrew Bellamy Date 10-6-25

Application Received By [Signature] Title 10/6/25 Date 10/6/25

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

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Fee Information

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

Method of Payment

Check	Check No.	
Cash	Receipt No.	
Card	Confirmation No.	

PROPERTY OWNER AUTHORIZATION

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

OWNER INFORMATION CERTIFICATION

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

Name of Owner (please print)	Andrew Bellamy
Owner's Address	280 Walden Street
City/State/Zip Code	Baldwin, GA 30511
Owner's Phone Number	706-499-2874
Owner's Email	Andrewbellamy275@gmail.com

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of this Zoning Change, Variance, or Special Use Permit request to be heard by the Baldwin City Council during public hearing.

NOTARY PUBLIC CERTIFICATION

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

On the 6th day of October, 2025, Andrew Bellamy (printed name of owner) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.

And Bellamy

Signature of Owner

Jane Walden-Dickerson

Notary Public

[SEAL]

Please describe your request and the reason for the request for a Zoning Change, Variance, or Special Use Permit.

I would like to change the zoning of my property from R-2 to HB Highway Business. Under the current zoning ordinance, it is not possible to build a garage unless there is a primary residence first. If the property is zoned R-2. I would like to build a garage, but it is not practical to build a living space when I live across Highway 441. I was made aware that under HB- Highway Business I could build a garage without a living space, which would make things easier.

APPLICANT INFORMATION CERTIFICATION

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

Name of Applicant (please print)	Andrew Bellamy
Applicant's Address	280 Walden Street
City/State/Zip Code	Baldwin, GA 30511
Applicant's Phone Number	706-448-2894
Applicant's Email	Andrew Bellamy275@gmail.com

NOTARY PUBLIC CERTIFICATION

Instructions: All Applicant Authorization sheets must be complete, signed, and duly notarized.

On the 6th day of October, 2025, Andrew Bellamy (printed name of applicant) personally appeared before me, who swears that the information contained in this authorization is true and correct to the best of their knowledge and belief.


Signature of Owner


Notary Public

[SEAL]

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

APPLICANT'S CERTIFICATION

I hereby certify that that I have read the above campaign disclosure information and declare that (select one):

☐	I have within the two years immediately preceding this date (see *NOTE below)
☒	I have not within the two years immediately preceding this date

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

(1) _____
Name and official position of the City Council Member and/or Planning and Zoning Commission of the City of Baldwin, Georgia to whom campaign contribution was made.

(2) Amount: \$ _____ Date: _____

STATEMENT OF HARDSHIP

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

Describe how each situation listed below relates to your application. If more space is needed, please write answers on a separate sheet or on the back of this page.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

The topography of the property does not allow access directly from Highway 441 but must be accessed from Little Poplar Drive.

2. The application of this ordinance to the particular piece of property would create an unnecessary hardship.

Having to build a house or add a large living space just to build a garage would be unnecessary hardship. The cost of these additions could be greater than the entire current project cost.

3. Such conditions are peculiar to the particular piece of property involved.

There are similar properties zoned HB within the general area of the proposed property.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this ordinance, provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.

I do not believe that a garage would cause substantial detriment to the public good or impair the purposes and intent of this ordinance. I have spoken with a few of the neighbors and they have no complaints with a garage potentially being built on the property.

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

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

Signature of Applicant Andrew Bellamy Date 10-6-2025

PUBLIC NOTICE REQUIREMENTS

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

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

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

The purpose of the public notice sign is to inform the surrounding property owners that an application has been filed. Placement of the sign in a manner that is not clearly visible violates the requirements. Failure to place the sign in a conspicuous location or relocation of the sign by anyone other than City staff will result in your request being tabled until the sign is posted as required. Failure to ensure that the sign remains posted on the site during the entire zoning process means there will be a delay in the hearing date set for your request. Legally, the City cannot consider a request until proper notice has been given to the public.

If it is determined at any time during the zoning process that the sign is not properly placed on the site, the City Council has no choice but to table the request, even if there is no opposition to the application. Many of the board members, as well as the planning staff, visit the sites and will be looking for the sign. Additionally, local citizens often report when a sign is not visible. The City will not consider your request until it is satisfied that proper public notice has been given and all legal requirements have been fulfilled.

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

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

Signature of Applicant Andre Bellamy Date 10-6-2025

DETACHED GARAGE PLAN FOR ANDREW BELLAMY

275 LITTLE POPLAR DRIVE
BALDWIN, GA. 30511

DESIGN TEAM:

DAVIS RESIDENTIAL DESIGN
P.O. BOX 455
ALTO, GA 30510
(706) 968-9270

APPLICABLE DESIGN CRITERIA:

GEORGIA STATE MINIMUM STANDARD BUILDING CODES
INTERNATIONAL RESIDENTIAL CODE, 2018 WITH THE CURRENT GEORGIA AMENDMENTS
INTERNATIONAL FIRE CODE, 2018 WITH THE CURRENT GEORGIA AMENDMENTS
INTERNATIONAL MECHANICAL CODE, 2018 WITH THE CURRENT GEORGIA AMENDMENTS
INTERNATIONAL FUEL GAS CODE, 2018 WITH THE CURRENT GEORGIA AMENDMENTS
NATIONAL ELECTRICAL CODE, 2017 NO GEORGIA AMENDMENTS
INTERNATIONAL ENERGY CONSERVATION CODE, 2015 WITH THE CURRENT GEORGIA AMENDMENTS

CONSTRUCTION TYPE - VB
OCCUPANCY: RESIDENTIAL - GARAGE
NUMBER OF FLOORS: 1
BUILDING SQUARE FOOTAGE - 3200

DRAWING FILE INDEX

- A-0 — COVER SHEET
- A-1 — FOUNDATION PLAN
- A-2 — MAIN LEVEL PLAN
- A-3 — ELEVATIONS
- A-4 — ELEVATIONS
- A-5 — SECTION
- W-1 — MAIN LEVEL ELECTRICAL PLAN

FOUNDATION NOTES

- Foundations are designed to bear on residual soil or engineered compacted fill with an allowable bearing pressure of 2000 psf. Bearing capacity must be verified by a Geotechnical Engineer prior to concrete placement. If a lesser capacity is discovered this foundation system is void and must be re-designed.
- Foundation walls have been designed for soil having an equivalent fluid pressure of 45 psf per foot of depth.
- Compact backfill behind foundation walls to a minimum of 90% of Standard Proctor Density. Backfill shall be free of organics and other deleterious materials. Brace all walls designed as basement walls during backfilling until framing is in place. Do not backfill without bracing or other support at the top of the wall.
- Provide 12" minimum cover over footings, unless local frost depth warrants a greater depth. Exterior wall footings shall bear a minimum of 12" below finished grades. Fill soils shall have compaction tests performed by a geotechnical engineer before pouring foundations.
- Soils under footings to be at 98% Standard Proctor Density; soils under slabs to be at 95% Standard Proctor Density.
- All construction on fill soils shall be reviewed by a registered Geotechnical Engineer.

GENERAL CONCRETE NOTES

- All materials and workmanship shall conform to project specifications. All detailing, fabrication, accessories, and placement of reinforcing shall conform to the ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures. Design is in accordance with ACI 318-99 "Building Code Requirements for Reinforced Concrete".
- Concrete shall be normal weight gray concrete and develop a minimum compressive strength of 3000 psi at 28 days, unless otherwise specified.
- Reinforcing bars shall be deformed bars conforming to ASTM A 615: Grade 60 - #4 bars and larger.
- Welded wire fabric reinforcing shall conform to ASTM A 185, 48 Ø min. splice
- Where the length of a bar is given, and it is to be hooked, the hook shall be in addition to the length given.
- No horizontal construction joints will be permitted in slabs or walls.
- All construction joints shall be rough surface and cleaned before the next concrete pour.
- Where openings occur in slabs, place the reinforcing that normally occurs in line with the opening, equally to either side of the opening. Cut no steel in the field.
- Mechanical, electrical and architectural drawings shall be checked for embedded items and penetrations before pouring.

MINIMUM LAP SPICE LENGTHS:	
COMPRESSION	TENSION
#4 - 15"	#4 - 22"
#5 - 19"	#5 - 28"
#6 - 23"	#6 - 33"

STRUCTURAL WOOD FRAMING NOTES

- ALL WORKMANSHIP SHALL CONFORM TO THE NATIONAL DESIGN SPECIFICATION FOR LUMBER AND PLASTICS, PUBLISHED BY THE NATIONAL LUMBER PRODUCERS ASSOCIATION, AND TO THE STANDARD BUILDING CODE NOMINAL DIMENSIONS.
- LUMBER SIZES SPECIFIED ON THE PLANS ARE MINIMUM DIMENSIONS.
- ALL LUMBER SHALL BE IDENTIFIED BY AN AFFIXED GRADE MARK OF A LUMBER GRADING AGENCY OR INSPECTING AGENCY.
- UNLESS NOTED OTHERWISE LUMBER FOR BEAMS, HEADERS TO BE SYP NO.1. JOISTS SHALL BE SOUTHERN YELLOW PINE #1 OR BETTER. LUMBER FOR RAFTERS SHALL BE SPRUCE-PINE-FIR #3 OR BETTER. AND LUMBER FOR STUDS SHALL BE SPRUCE-PINE-FIR STUD GRADE. FINGER JOINTED SPRUCE-PINE-FIR #2 LUMBER MEETING STANDARD REQUIREMENTS FOR JOINTED STUD GRADE MAY BE USED FOR RAFTERS. FINGER JOINTED STUD GRADE SPRUCE-PINE-FIR LUMBER MEETING PRODUCT STANDARD SPECS AND C700101.87 MAY BE USED FOR STUDS.
- ALL LUMBER AND WOOD STRUCTURAL PANEL MEMBERS INCLUDING PRESERVATIVE-TREATED, 2 INCH THICK AND THICKER LUMBER SHALL NOT MORE THAN 19% MOISTURE AT THE TIME OF INSTALLATION.
- PROVIDE PRESSURE TREATED LUMBER AT ALL LOCATIONS SUPPORTING ROOF OR FLOOR JOISTS. INSTRUCTIONS TO VERIFY COMPATIBILITY OF ALL NEW FASTENERS, CONNECTORS, AND HARDWARE WITH THE TYPE OF CHEMICALS USED ON ALL PRESSURE-TREATED LUMBER.
- PROVIDE SIMPSON STRONG-TIE, OR APPROVED EQUAL CONNECTORS AT ALL LOCATIONS SHOWN ON THE PLANS.
- LAMINATED VENEER LUMBER (LVL) SHALL HAVE THE FOLLOWING MINIMUM DESIGN PROPERTIES: Fb = 2650 psi, Fv = 285 psi, E = 1,900 psi
- WOOD JOISTS INDICATED "APA PRG" ARE TO CONFORM WITH THE AMERICAN PLYWOOD ASSOCIATION PERFORMANCE RATED JOIST REQUIREMENTS. ALL JOISTS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

DESIGN LOADS

DESIGNED IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE WITH GEORGIA AMENDMENTS

ROOF LIVE LOAD	= 10 PSF
ROOF DEAD LOAD	= 10 PSF REDUCED AS ALLOWED FOR PITCH
FLOOR LIVE LOAD	= 30 PSF BEDROOMS
FLOOR DEAD LOAD	= 10 PSF ALL OTHER ROOMS
CORRIDOR LIVE LOAD	= 100 PSF
CORRIDOR DEAD LOAD	= 25 PSF
BASIC WIND SPEED - 90 MPH	
WIND EXPOSURE - B	
INTERNAL PRESSURE COEFFICIENTS - +0.18	
COMPONENT AND INTERIOR ZONE	
10 SF	14.6/-15.8
20 SF	13.9/-15.1
50 SF	13.0/-14.3
100 SF	12.4/-13.6
END ZONE	
14.6/-19.5	
13.9/-18.2	
13.0/-16.5	
12.4/-15.1	

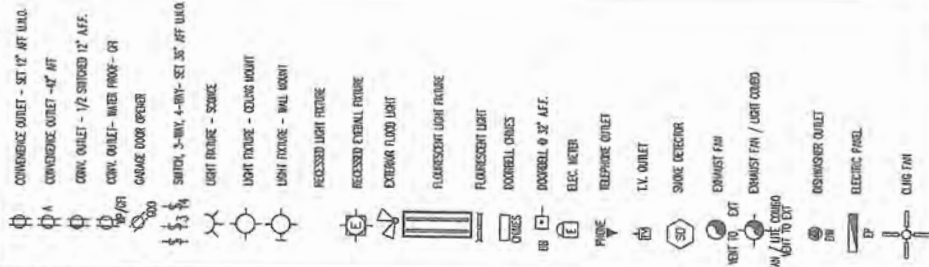
SEISMIC DESIGN CATEGORY B

ROOF TRUSS DESIGN LOADS	
TC LIVE LOAD	= 20 PSF
TC DEAD LOAD	= 10 PSF
BC LIVE LOAD	= 0 PSF
BC DEAD LOAD	= 10 PSF

FRAMING NOTES

- F1 ALL BEAM AND HEADER MATERIAL SHALL BE #1 SYP OR BETTER. ALL RAFTER AND JOIST MATERIAL SHALL BE #3 SPF OR BETTER. UNLESS NOTED OTHERWISE.
- F2 ALL STUDS SHALL BE STUD GRADE OR BETTER AT 16" O.C. FOR EXTERIOR AND INTERIOR LOAD BEARING WALLS. INTERIOR NON-LOAD BEARING AT 24" O.C. MAX.
- F3 STUD WALLS 14' OR HIGHER SHALL HAVE 2x6 (2) 2x4 OR 4x4 STUDS AT 16" O.C. WALLS SUPPORTING TWO FLOORS SHALL BE 2x6 (2) 2x4 OR 4x4 STUDS AT 16" O.C.
- F4 ALL JOIST FRAMING TO BEAMS SHALL BE SUPPORTED BY SIMPSON U JOIST METAL HANGERS. ALL BEAMS FRAMED TO BEAMS SHALL BE SUPPORTED BY SIMPSON B/HB/THH METAL HANGERS. UNLESS NOTED OTHERWISE.
- F5 ALL BEAMS FRAMING TO WALLS ARE TO BE FULLY SUPPORTED BY A MIN. OF (2) 2x4 OR (2) 2x6 STUDS. UNLESS NOTED OTHERWISE.
- F6 DOUBLE FLOOR JOIST UNDER PARTITION WALLS ABOVE. UNLESS NOTED OTHERWISE.
- F7 WINDOW & DOOR HEADERS ARE (2) 2x10 W/ 1/2" PLYWOOD OR ENGINEERED BEAM AS REQ
- F8 MICRO LAMS AND PARALAMS ARE TO BE INSTALLED PER MFG. SPECIFICATIONS.,
- F9 FLOOR DECKING SHALL BE 3/4" CDX OR OSB RATED FOR 24" O.C. OR EQUAL.
- F10 THE NUMBER AND SIZE OF NAILS USED TO FASTEN WOOD MEMBERS SHALL BE ACCORDING TO TABLE R602.3 (1) OF THE I.R.C. BUILDING CODE OR WHENEVER CODES APPLY. MULTIPLE STUDS SHALL BE NAILED WITH 16d NAILS @ 24" O.C. MULTIPLE JOIST SHALL BE NAILED WITH 16d NAILS @ 12" O.C.
- F11 PROVIDE FIRESTOPPING AND DRAFTSTOPPING IN FLOOR/CEILING SYSTEM TO LIMIT EXPOSED AREA TO 500 SF MAX. DRAFTSTOPPING TO BE PARALLEL TO FRAMING MEMBERS.
- F12 DWELLING-GARAGE SEPARATION SHALL BE PER IRC R302.5 & 302.6

ELECTRICAL SYMBOLS



GENERAL NOTES AND REQUIREMENTS

- ALL WORK TO BE DONE IN ACCORDANCE WITH ALL STATE AND LOCAL CODES.
- COORDINATE AND VERIFY ALL DIMENSIONS AND DETAILS WITH THE ARCHITECTURAL DRAWINGS. NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- IF FIELD CONDITIONS VARY FROM THOSE INDICATED ON THE DRAWINGS, CONTACT THE ENGINEER BEFORE PROCEEDING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR BRACING AND SHORING OF THE STRUCTURE DURING CONSTRUCTION TO ENSURE STABILITY.

REVISIONS	DESCRIPTION	DATE
1.	XXXX	----
2.	XXXX	----
3.	XXXX	----
4.	XXXX	----
5.	XXXX	----
6.	XXXX	----

DATE: 04/29/2025

DRAWN BY: DRD.

SCALE: 1/4" = 1'-0"

GARAGE FOUNDATION PLAN

ANDREW BELLAMY

275 LITTLE POPLAR ROAD

BALDWIN, GA. 30511

Davis

RESIDENTIAL

DESIGN and CONSULTING

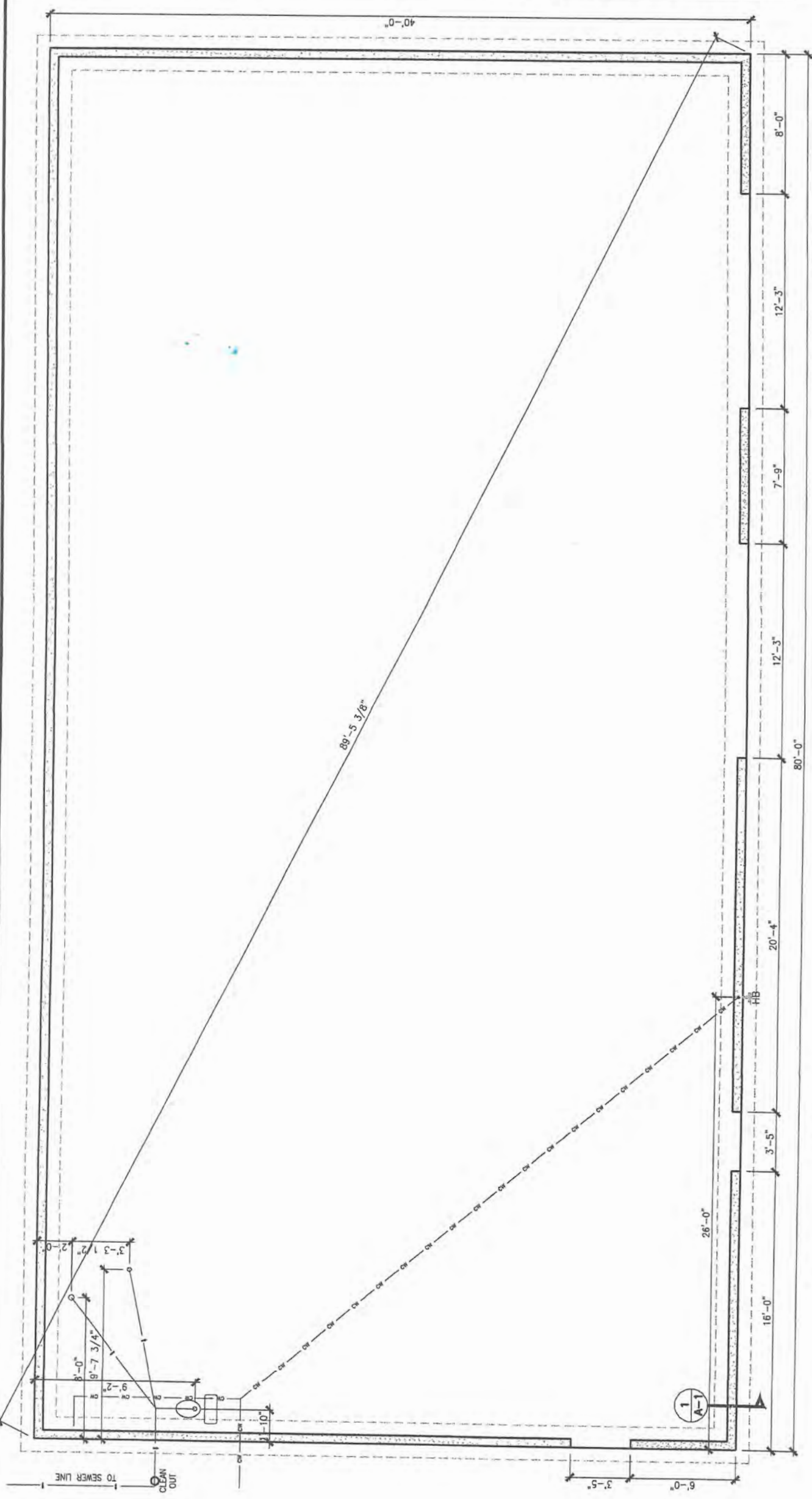
(706) 958-9270

PROJECT #2023-06

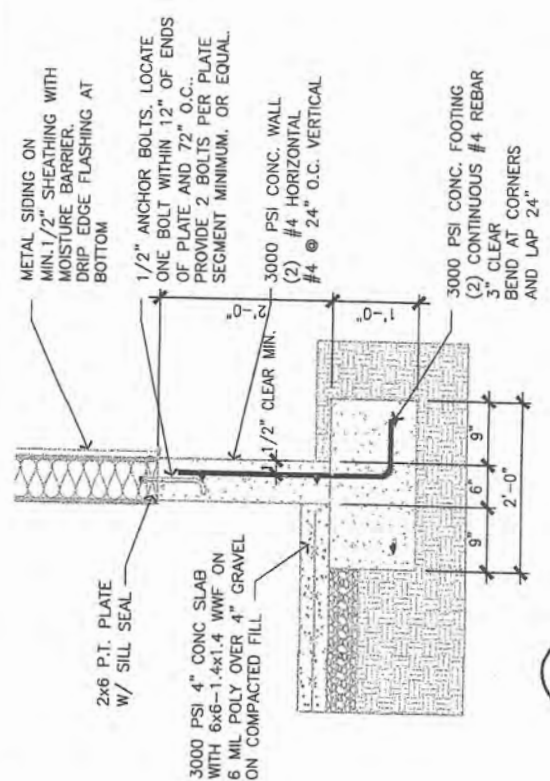
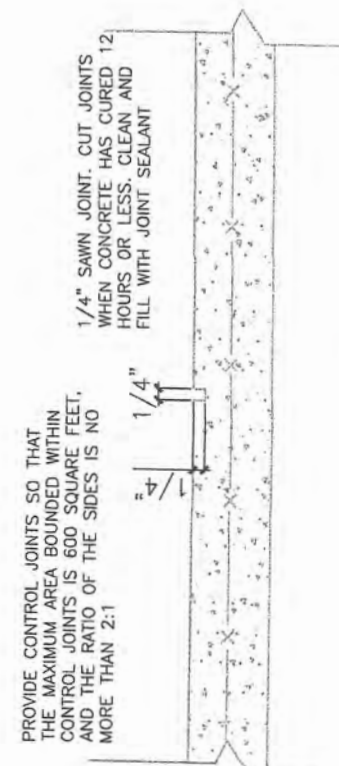
SHEET NUMBER

A-1

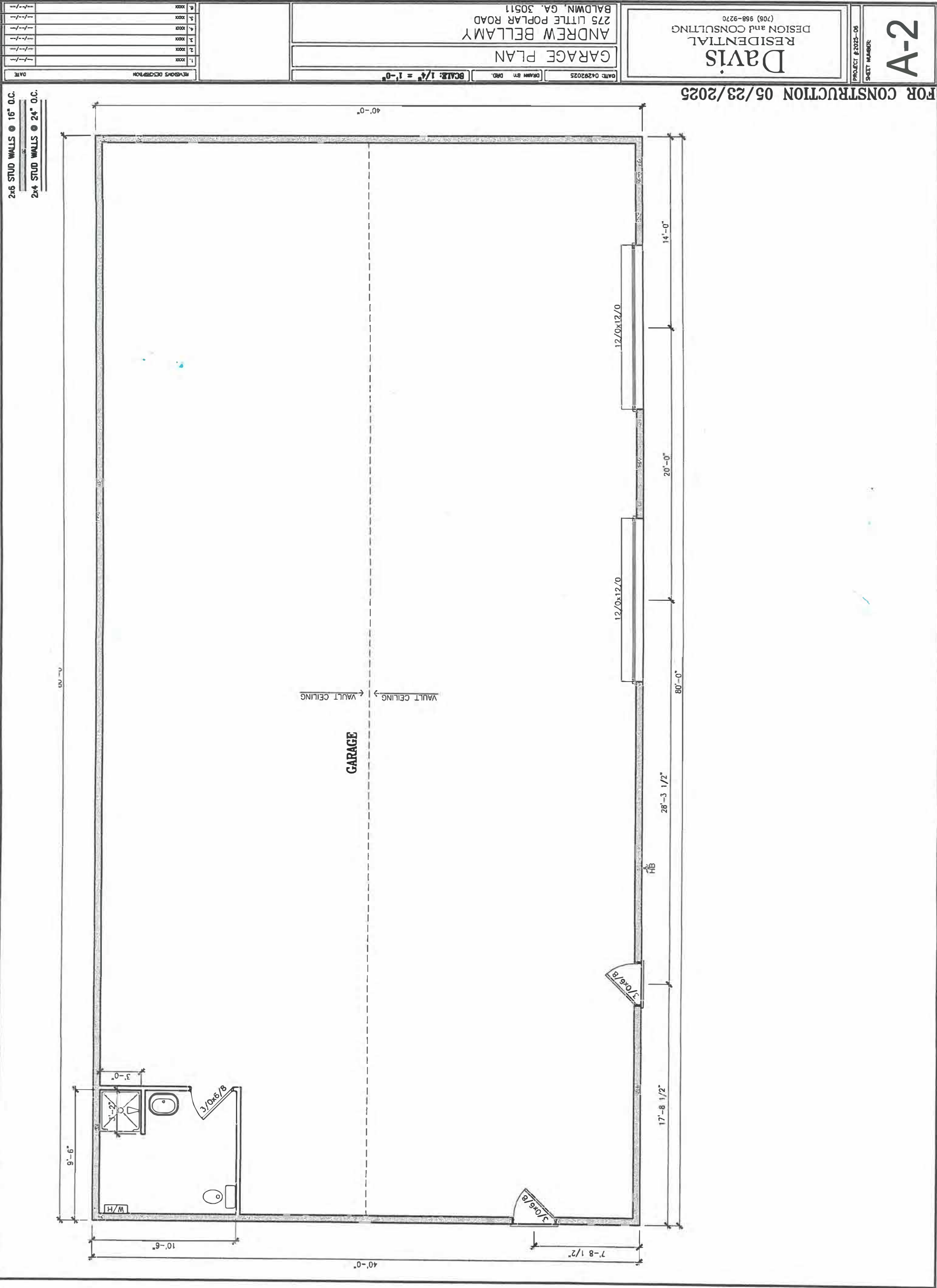
FOR CONSTRUCTION 05/23/2025



NOTES:
 1-SEE SHEET A-0 FOR FOUNDATION AND CONCRETE NOTES.
 2-ALL DIMENSIONS ARE TO MAIN LEVEL FRAME LINE.



1 FOUNDATION DETAIL
 A-1



FOR CONSTRUCTION 05/23/2025

FRONT ELEVATION

REAR ELEVATION

METAL ROOF

METAL SIDING
CONCRETE STEM WALL

Davis
RESIDENTIAL
DESIGN and CONSULTING
(706) 968-9270

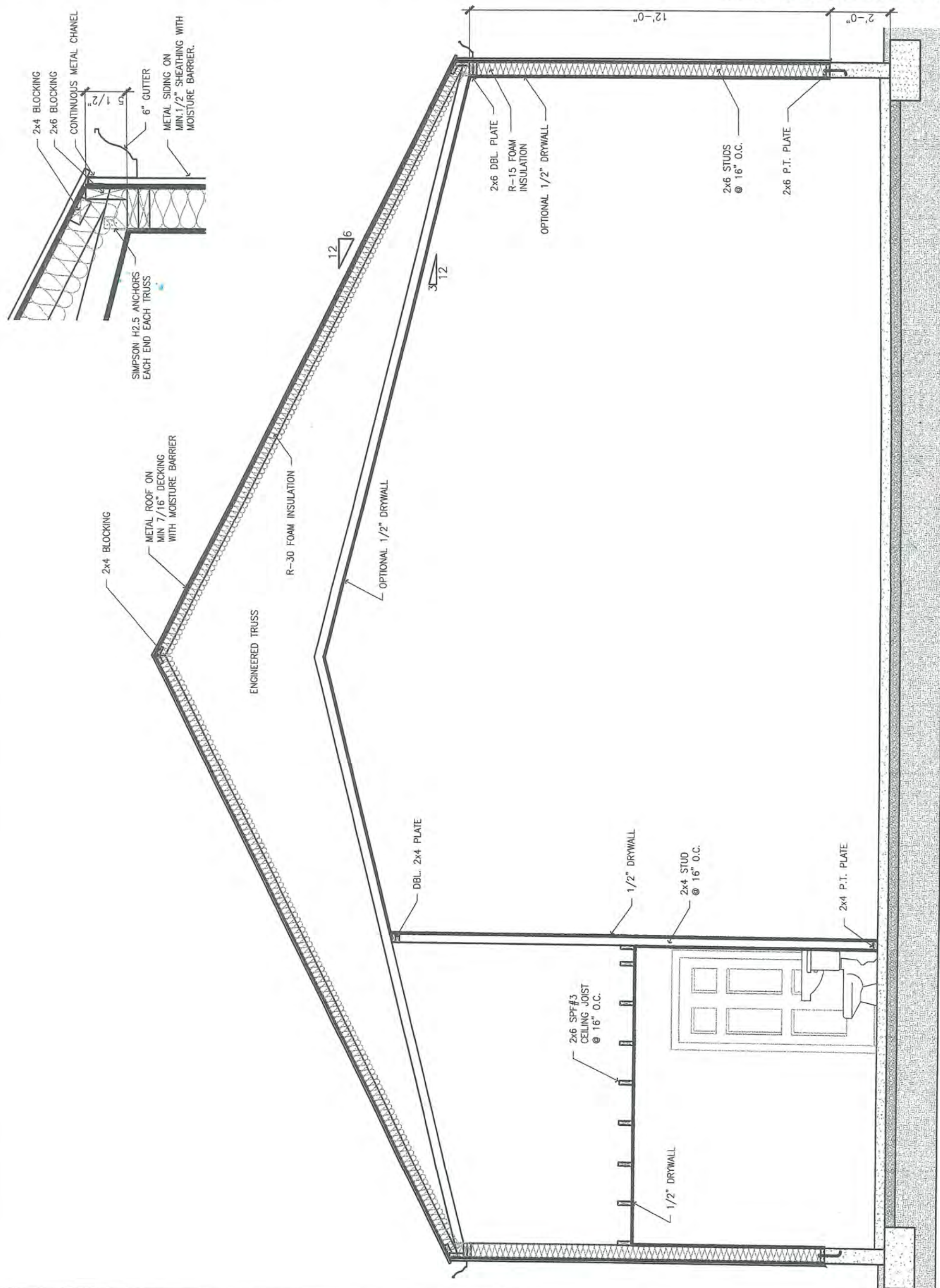
ANDREW BELLAMY
275 LITTLE POPLAR ROAD
BALDWIN, GA. 30511

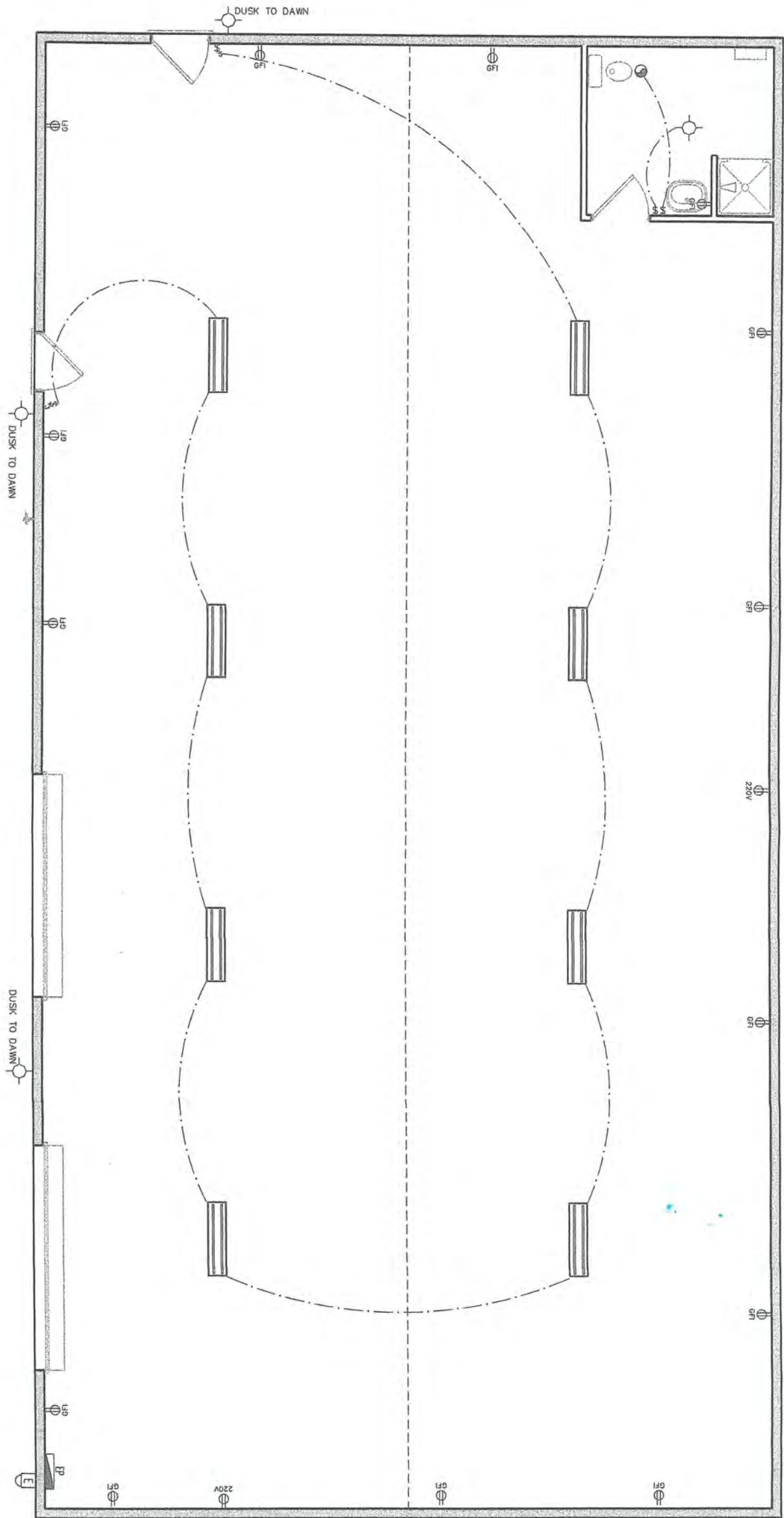
GARAGE SECTION

DATE: 04/29/2025
DRAWN BY: DRD
SCALE: 1/4" = 1'-0"

NO.	REVISIONS DESCRIPTION	DATE
1.		
2.		
3.		
4.		
5.		
6.		

FOR CONSTRUCTION 05/23/2025





2x6 STUD WALLS @ 16" O.C.
2x4 STUD WALLS @ 24" O.C.

FOR CONSTRUCTION 05/23/2025

W-1	PROJECT #2025-08 SHEET NUMBER	Davis RESIDENTIAL DESIGN and CONSULTING (706) 968-9270	DATE: 04292025	DRAWN BY: DRD.	SCALE: 1/4" = 1'-0"		REVISIONS DESCRIPTION DATE			
			GARAGE PLAN ELECTRICAL					1. XXXX	--/--/--	
			ANDREW BELLAMY 275 LITTLE POPLAR ROAD BALDWIN, GA. 30511					2. XXXX	--/--/--	
								3. XXXX	--/--/--	
								4. XXXX	--/--/--	
								5. XXXX	--/--/--	
					6. XXXX	--/--/--				

YORK LAW, LLC
P.O. BOX 5
CORNELIA, GA 30531

E-Filed By:
Habersham County Clerks Office
Clerk of Courts David C. Wall
03/04/2025 09:24 AM
Deed Book: 01391
Page: 0151-0152
\$25.00 Base Filing Fee
\$0.00 PT-61 Tax
\$0.00 Transfer Tax
\$0.00 Intangible Tax
PT61:068-2025-000351

WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

THIS INDENTURE, made this 3rd day of March, in the Year of Our Lord Two Thousand and Twenty Five, between **CASEY COKER** of the State of Georgia, of the first part, and **ANDREW BELLAMY** of the State of Georgia, of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of **ONE DOLLAR** (and other good and valuable considerations), in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said party of the second part, his successors and assigns, the following described property to-wit:

ALL OF MY ONE-HALF UNDIVIDED INTEREST IN AND TO:

ALL THAT TRACT or parcel of land lying and being in Land Lot 184 of the 10th Land District of Habersham County, Georgia, and being designated as Tract 1, containing 1.00 acres, more or less, as shown on plat of survey prepared by Richard H. Holcomb, R.S., dated April 24, 2024 and recorded among Habersham County, Georgia Records in Plat Book 76, page 6, said plat being incorporated herein by reference for a more complete description.

SUBJECT TO rights of ingress, egress and utility installation over and across the gravel drive as shown on the above-described plat.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, his successors and assigns, forever, in Fee Simple.

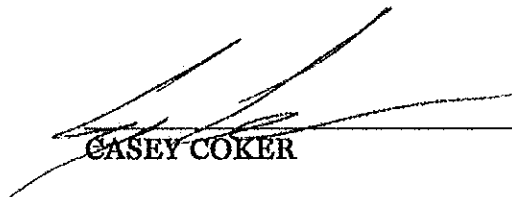
AND THE SAID party of the first part, for himself, his successors and assigns will warrant and forever defend the right and title to the above-described property, unto the said party of the second part, his successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, the day and year above written.

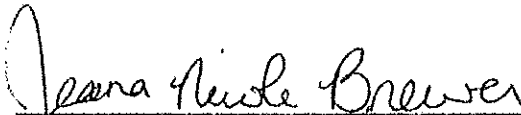
Signed, sealed and delivered
in the presence of:



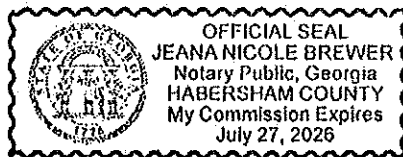
Unofficial Witness

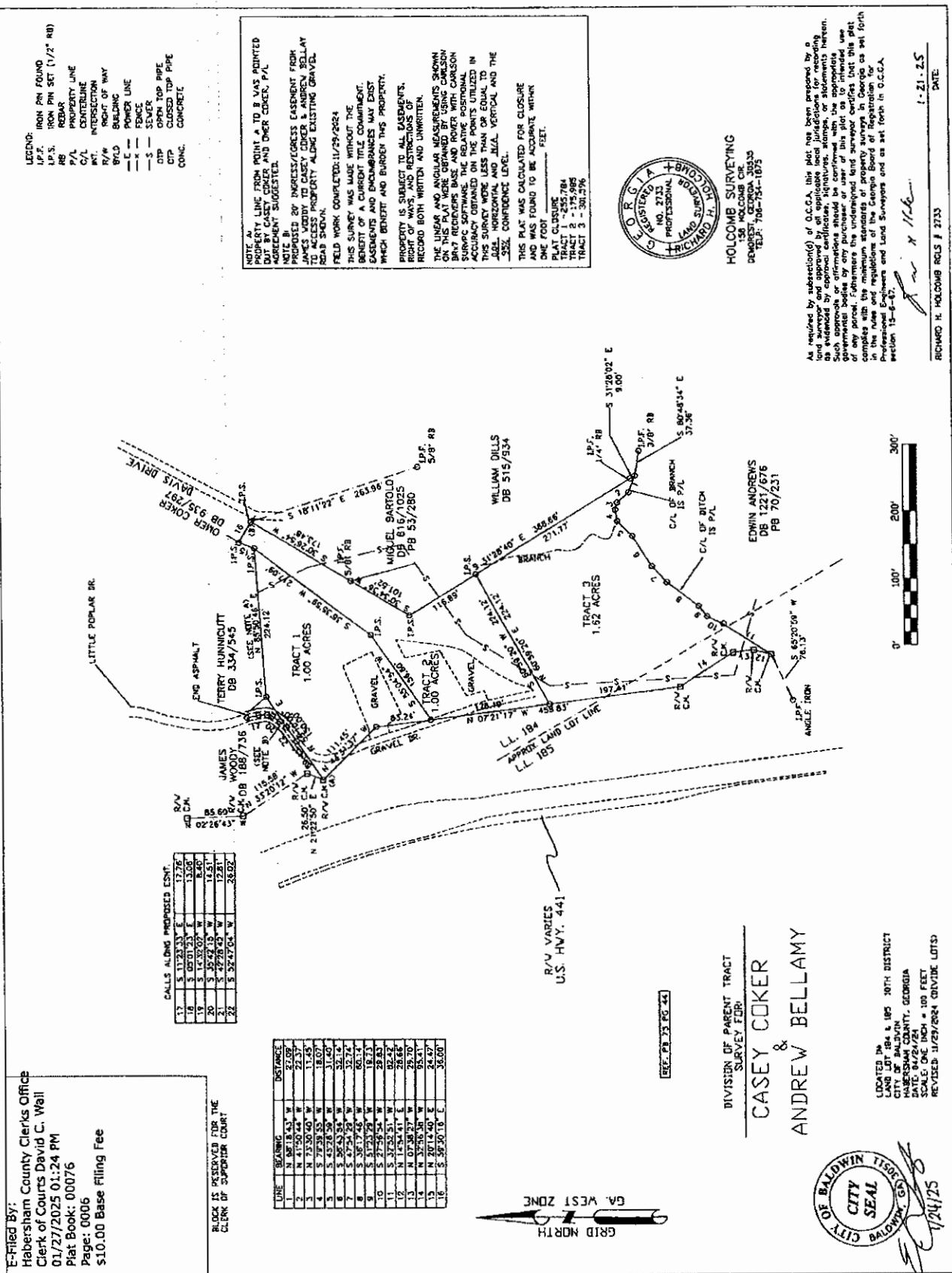


CASEY COKER (SEAL)



Jeana Nicole Brewer
Notary Public





PLEASE RETURN TO:

York Law, LLC
P.O. Box 38
Cornelia, GA 30531
File #25-027

E-Filed By:
Habersham County Clerks Office
Clerk of Courts David C. Wall
03/04/2025 09:24 AM
Deed Book: 01391
Page: 0148
\$25.00 Assigned Fees

PERPETUAL NON-EXCLUSIVE EASEMENT

For and in consideration of the sum of **ONE DOLLAR AND 00/100 (\$1.00)** in hand paid and other good and valuable consideration, the undersigned hereby grants unto **ANDREW BELLAMY and CASEY COKER** ("Grantees"), a nonexclusive perpetual easement for the purpose of ingress, egress and utility installation over and across a gravel drive shown on plat of survey prepared by Richard H. Holcomb, R.S., dated April 24, 2024, and recorded among Habersham County, Georgia Records in Plat Book 76, page 6, said gravel drive begins at the end of the asphalt of Little Poplar Dr. and proceeds to Grantees' property.

The easement herein granted shall bind the heirs and assigns of the undersigned party and shall inure to the benefit of the successors in title of the Grantees.

Witness the hand and seal of the undersigned, this 3rd day of March, 2025.

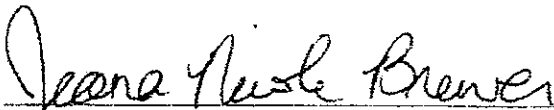
Sworn and subscribed before us
this 3rd day of March, 2025.



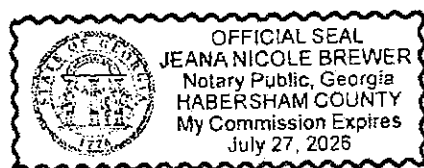
Unofficial Witness



JAMES PERRY WOODY (SEAL)



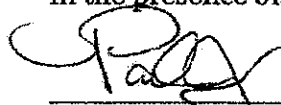
Notary Public
Commission Expires: _____
[SEAL:]



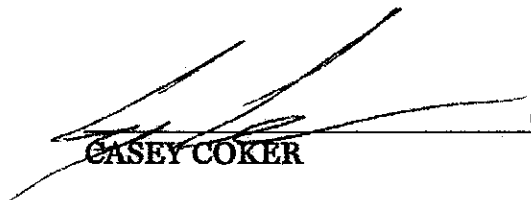
AND THE SAID party of the first part, for himself, his successors and assigns will warrant and forever defend the right and title to the above-described property, unto the said party of the second part, his successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, the day and year above written.

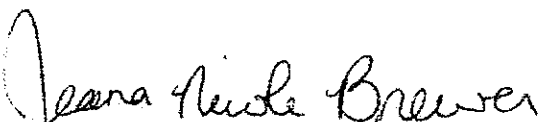
Signed, sealed and delivered
in the presence of:



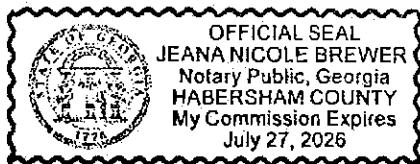
Unofficial Witness

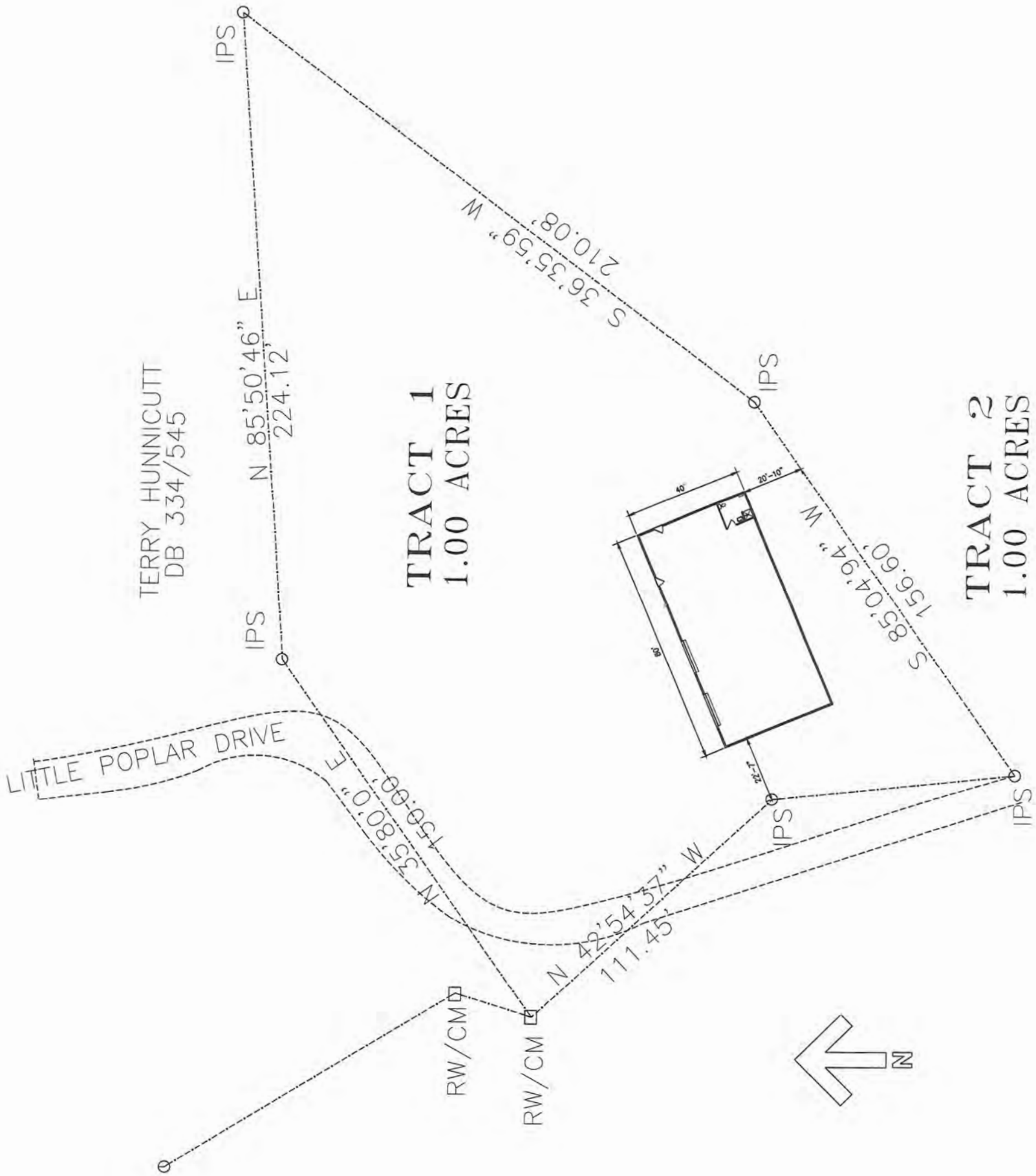


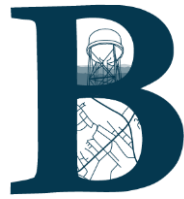
(SEAL)
CASEY COKER



Notary Public







Staff Recommendations for Zoning Change
Building and Zoning Department
P.O. Box 247
186 Hwy 441 Bypass, Baldwin, GA 30511

Ordinance Number: #2025-10177Z

Date: 10/7/2025

Property Location: 275 Little Poplar Drive, Baldwin
MP# 091D021

Total Area: 1.00 acre

Applicant Name: Andrew Bellamy

Property Owner: Andrew Bellamy & Casey Coker

Current Zoning: Residential Single Family (R2)

Requested Zoning: Highway Business (HB)

Proposal: Mr. Bellamy is requesting a zoning change from Residential Single Family (R2) to Highway Business (HB) in order to build a 3,200 square foot garage on his property for his own use. However, per Section 608 of the City of Baldwin Zoning Ordinance (2006), "No accessory structure shall be erected on a lot prior to the time of construction of the principal building to which it is accessory." With this property being presently zoned R2, the "principal building" would be a residential dwelling space, and the accessory would be the garage.

Mr. Bellamy updated and resubmitted his plans to include a 255 square foot loft apartment in the garage after being told there was no minimum square footage requirement. However, upon review of the plans by Bureau Veritas, it was discovered that the City's Zoning Ordinance has a Minimum Floor Area Requirement of 1,200 square feet in R2 zoning (Section 800).

Summary of City Staff Recommendations: City Hall staff's recommendation is to rezone this parcel to Highway Business (HB) and to waive the rezoning fee of \$625.00, as Mr. Bellamy acted in good faith and expensed nearly \$800 to update his plans per City staff's direction. Upon Council approval of the rezoning, Mr. Bellamy would proceed with his original submitted plans for a 3,200 square foot garage without the dwelling space.

It has been confirmed with the City's legal counsel that this proposed rezoning will be in compliance with State zoning law, as two parcels (091D 002 and 091D 005) located directly across Highway 441 Bypass from Mr. Bellamy's property are presently zoned Highway Business.

FIRST READING October 7th, 2025

PUBLISHED October 17th, 2025

ZONING HEARING November 3rd, 2025

PASSED _____

AN ORDINANCE NO. 2025-10177Z

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BALDWIN, GEORGIA, BY ZONING ALL THOSE TRACTS OR PARCEL OF LAND OWNED BY ANDREW BELLAMY AND CASEY COKER AND BEING 1.00 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 091D 021 AND LYING AND BEING IN LAND LOT 184 OF THE 10TH LAND DISTRICT OF HABERSHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ON A DEED OR PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, FROM RESIDENTIAL SINGLE FAMILY DISTRICT (R2) TO HIGHWAY BUSINESS (HB), WITHOUT CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. ZONING IMPOSED WITH CONDITIONS.

That from and after the passage of this ordinance the following described lands shall be zoned and so designated on the zoning map of the City of Baldwin as Highway Business (HB) being approximately 1.00 acres and with the following conditions:

Conditions:

- a. none.

Legal Description:

All that tract or parcel of land lying and being in Land Lot 184 of the 10th Land District of Habersham County, Georgia, and being designated as Tract 1, containing 1.00 acres, more or less, as shown on plat of survey prepared by Richard H. Holcomb, R.S., dated April 24, 2024 and

recorded among Habersham County, Georgia Records in Plat Book 76, page 6, said plat being incorporated herein by reference for a more complete description.

Section 2. REPEAL OF CONFLICTING ORDINANCES.

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

Section 3. SEVERABILITY OF PARAGRAPHS.

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

Section 4. AMENDMENT TO THE ZONING MAP.

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

Section 5. EFFECTIVE DATE.

The effective date of the zoning classification imposed by this ordinance shall be on the date the ordinance is approved by the City of Baldwin, by and through its City Council.

SO ORDAINED this 3rd day of November 2025.

BALDWIN CITY COUNCIL

By: _____
Mayor Stephanie Almagno

Councilmember Erik Keith

Councilmember Nancy Lehman

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Councilmember Kerri Davis

Councilmember Maarten Venter

Councilmember Alice Venter

Attest:

Erin Gathercoal
City Clerk

DRAFT

ESTIMATE



Prepared For

City Of Baldwin
Roadside Park
Baldwin, Ga 30511
(678) 410-6183

Harvey's Custom Fence

556 Tiger Tail Trl
Tiger, Ga 30525
Phone: (706) 982-2200
Email: sharvey@harveyscustomfence.com

Estimate # 84
Date 09/30/2025

Description

Aluminum

Install approximately 300' linear feet of 4 feet tall, 3 rail aluminum fence in between brick columns.

\$13,602.00

Install 8-6' tall x 24"x24" brick columns.

Install 2-8' tall x 24"x24" brick columns for the road sign
\$18,000.00 for the mason work.

Total \$31,602.00

Subtotal	\$31,602.00
Total	\$31,602.00
Deposit Due	\$20,801.00

MORE OR LESS MATERIAL OTHER THAN AMOUNT CONTRACTED WILL BE DEBITED OR CREDITED AT CURRENT RATES.

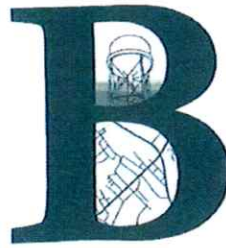
The company, herein called company, proposes to sell material and/or labor to the person or persons hereinafter called customer. More ACCEPTANCE: This entire proposal, when accepted becomes a contract between Harvey's Custom Fence INC and the customer. In event of cancellation, customer will pay sales other expenses, such as a restock fee.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Baldwin

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: 10/7/2025

Submitted By: Police Department

Agenda Item: Item #7: Consideration/Approval of School Zone Enforcement Contract - Altumint

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)

Altumint is a provider of speed detection cameras similar to what is in place at Baldwin Elementary School currently. Altumint is used by Banks County and other agencies in the State of Georgia. Over the last year or so, the police department and violators have had serious issues not being addressed by Blue Line Solutions, our current speed camera vendor. Baldwin Police Department began researching a change of vendor and found Altumint's platform to be the best option for a replacement. David Mast, Manager of Major Accounts, for Altumint will be present to give a demonstration of Altumint proposal.

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

No additional cost to the city will be required.

☐ Capital Asset Cost _____ Useful Life _____

Staff Recommendation (Include possible options for consideration)

Cancel the contract with Blue Line Solutions and proceed with the contract for Altumint as the city's new speed camera vendor.

Department Head Approval _____

Date 10/2/2025

City Attorney Approval _____

Date _____

CAO Approval Emily Woodmaster

Date 10/3/2025

Council Denial _____
Council Tabled Until _____
Council Approval _____

Photo Enforcement Services Agreement

Baldwin, Georgia

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this [_____] day of [_____] 2025 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation registered to do business in Georgia, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), and Baldwin, Georgia, with an office at 186 U.S. 441, Baldwin, GA ("Client").

1. Background

Whereas, Altumint is an American-owned and operated company, is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies in compliance with state law and local code of ordinances; and

Whereas, the Client is a corporate body politic municipal corporation with a need for such Services, as defined and set forth in Section 2 below; and

Whereas, the Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services; and

Whereas, the Client is authorized to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Altumint agree as follows:

2. Services

During the Term of this Agreement, as defined and set forth in Section 10, and in consideration of the Fees specified in Schedule A ("Altumint Fees") and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Altumint shall provide the following Services to the Client in accordance with the terms and conditions of this Agreement:

a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain VioCam Systems (hereinafter "VioCam System(s)"), which work in conjunction with using a radar or LIDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation, using photographic, video, or electronic camera and, at Altumint's expense but in accordance with the fees set forth in this Agreement, may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("VioCam System") to detect and record potential traffic violations at the service locations(s) selected by the Client ("Recorded Events"). Altumint and the Client each agree to operate the VioCam System in a manner consistent with the

terms and conditions of this Agreement and in full compliance with Georgia law and the Client's Code of Ordinances.

b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Client shall have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

c. Motor Vehicle Records

Altumint will promptly retrieve applicable Department of Motor Vehicles ("DMV") records from Georgia and other states' databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. The Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of DMV records, if such authorizations are legally authorized and/or permitted. The retrieval of DMV records by Altumint is solely for the purpose of presenting such information to the Client and the Client will be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all DMV databases in accordance with any use limitations and restrictions imposed by law, the owner of the database, any government or the Client.

d. Access to Website

Following Altumint's preliminary review of Recorded Events data, it shall post Recorded Events data not otherwise filtered to Altumint's proprietary Vioview™ software via the internet to allow for the Client's review of Recorded Events on Altumint's website and ability to review events. Availability of the website and Vioview software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of unplanned downtime and other factors and circumstances beyond Altumint's control. Altumint will not be responsible for any such reasonable unavailability or downtime. The Client's use of the website and Vioview software is governed by the terms of this Agreement and the Terms of Service posted on the website. (Schedule B)

e. Payments by Mail and Online

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint's third-party processor, will process payments made by mail and, at no additional cost to the Client, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to the Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox

Account described in Section 8 below. Payments of citations will be tracked using the system of record, Vioview Financial Tracking System ("Vioview FTS").

f. Citations and Delinquent/Final Notices, Printing, and Mailing

Altumint, directly or through Altumint's printing services provider, at no additional cost to the Client, will print and mail a citation issued by the Client or the Client's Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Georgia plates and out-of-state plates to whom a citation has been approved by the Client. Such Notices will be in a fixed, standardized format pre-approved by the Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. The Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation unless an updated address becomes available to Altumint.

g. Maintenance and Support

Altumint will, in a timely and prompt manner, maintain and service the VioCam System and assist Client personnel who operate the VioCam System. Altumint will be on call to correct any malfunction that renders the VioCam System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to the Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

h. Training

Altumint, at no additional charge to the Client, will be responsible for training the Client to perform its responsibilities under this Agreement. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

i. Service Locations

Altumint shall provide to the Client, without charge, technical advice as to the feasibility of proposed Service Locations.

j. Citizen Inquiries

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant (with multilingual support) to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. Altumint may, at Altumint's expense, employ the services of a customer service call center with properly trained and knowledgeable attendants; the Client agrees that such call center's representatives are

Altumint's agents, and not agents or employees of the Client, and may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

k. Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in consultation with the Client, shall prepare and submit to the applicable hearing officer(s) all paperwork and other documentation necessary for scheduling of hearings on all citations ripe for review and/or adjudication. Altumint shall only send a notice to appear at a hearing, approved by the Client, for recipients of citations who have made a timely hearing request.

l. Collections Support

If authorized by law, Altumint acknowledges that the Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to the Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. The Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred by the Client as part of that collection effort. Should the Client choose, Altumint can oversee Collections services and can be contracted by a separate amendment.

m. Warning Signs

Prior to operation of an automated traffic enforcement safety device, Altumint shall install the required warning signs per system location approach at a reasonable distance in advance of such location, pursuant to Georgia Law. Any additional signage will be provided by the Client.

n. Warning Period

In accordance with Georgia Law, for the first thirty (30) days after a location is equipped with a new location for operational automated traffic enforcement safety device, Altumint shall provide the owner of a motor vehicle committing a violation of the Client ordinance that is detected by such device a written warning instead of citation at no charge the Client may elect to have additional warning periods at the standard monthly fee.

o. License Plate Readers

Altumint will pay and install one license plate reader (LPR) per VioCam system installed and operating. Altumint will begin the process of obtaining the LPR's immediately upon the VioCam system issuing warnings or citations. The Client will be responsible for the operation of the LPR's, applicable laws, data rules and retention; and any agreements with the chosen vendor.

3. Client's Responsibilities

The Client acknowledges that certain aspects of the Services require its participation and cooperation, without which Altumint's performance of the Services may be significantly impaired or delayed. The Client is responsible for the following:

a. Service Location

The Client will select the location(s) at which the VioCam System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, the Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location if Altumint determines is not technically infeasible. Neither the Client nor Altumint may use the Services for any purpose not allowed by law.

b. Preserve the VioCam System

The Client acknowledges that the VioCam System used to detect and record Recorded Events consists of valuable personal information and is the intellectual property of Altumint. The Client agrees to prohibit movement of and access to the VioCam System by anyone other than the Client and Altumint personnel, but the Client is not responsible for the security of the VioCam System, or the intentional or negligent acts of any third parties, or traffic accidents causing damage or destruction of the VioCam System.

c. Operate the Traffic VioCam System

After installation, Altumint is solely responsible for the operation of the traffic VioCam System (although the Client has the responsibility to issue citations), including equipment maintenance and the functions outlined in this Agreement.

d. Maintain Daily Self-Test Log

Altumint shall maintain a daily self-test log when applicable to record the VioCam System's self-test results.

e. Designate Citation Approving Authorities

The Client shall select and designate certain sworn law enforcement officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such

identified violations using the Vioview™ software and website. The Client is solely responsible for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing Vioview™ software and website. The parties agree that Altumint shall not be the Approving Authority.

f. Safeguard Login Information

The Client will receive one (1) login-ID to Vioview per Client-Authorized Approving Person Authority. The Client acknowledges that Vioview login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. The Client shall be solely and exclusively responsible for safeguarding Vioview login-IDs issued to it and ensuring that unauthorized individuals do not gain access to Vioview through use of the Client's login-ID. Altumint will also provide the Client one (1) Vioview FTS login-ID for exclusive use by individuals authorized by the Client to view citations and financial information. It shall be the Client's responsibility to safeguard the Vioview FTS login-ID as issued. The Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of Vioview FTS is governed by Vioview's terms of service as posted on its website.

g. Collection of Citation Payments by Client

The Client shall not collect citation payments in any manner inconsistent with the provisions of this Agreement. Consistent with section e., supra, citations and delinquent notices will expressly state that all payments of fines are to be made payable to the Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Distribution of Funds, Section 8 below.

h. Permitting and Power

The Client will assist in providing access to any Client-owned power sources and will expedite, within its control and jurisdiction, any plan approval required for installations. The Client will not charge a fee for these services.

4. Credit Card Processing

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to the Client. Altumint will provide individuals receiving citations access to its website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to a state-authorized \$15 for payment processing to the violator.

5. System Ownership, Operation, Maintenance, and Modifications

- a. Altumint does not convey any equipment or system to the Client. Equipment or system or

any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. Upon termination of this Agreement as provided below, Altumint may recall all or any of its VioCam System and the Client agrees to make such recalled portion of the VioCam System immediately available for retrieval by Altumint.

- b. Altumint shall be responsible for all maintenance and necessary upgrades at no cost to the Client. Any upgrades to Altumint's VioCam System and/or reinstallations and/or modifications of hardware or software requested in writing by the Client but deemed not reasonably necessary or required for proper, lawful system operation by Altumint, shall be made at the sole expense of the Client. This includes, but is not limited to, the actual cost of the requested upgrades, modification(s), or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by the Client in writing and conform to the Client's billing practices prior to Altumint undertaking the upgrade(s). If equipment repairs or replacement are due to the Client's neglect or misuse, then the Client shall reimburse Altumint the reasonable costs of such repair or replacement.

6. Software Training and Support

Throughout the Term of this Agreement, Altumint at no additional cost to the Client, shall provide training for Altumint's Vioview and Vioview FTS software and website. In addition, Altumint shall provide a reasonable number of reference manuals describing the features and operations for Vioview and Vioview FTS. Altumint will endeavor to provide updates to Vioview and Vioview FTS software within a reasonable time after they become available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way not required for lawful use. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to The Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

7. Altumint Fees

- a. **Fees.** In exchange for the Services described in this Agreement, the Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from Vioview FTS. The Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from Vioview FTS represents a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and the Client will have equal access to Vioview FTS reports. Altumint will use these reports to calculate fees due to Altumint. The fees in Schedule A are based on the full enforcement efforts during all available hours.
- b. **Cost Neutrality.** Altumint, and not the Client, shall be responsible for all ongoing costs of the program. Specifically, the Client shall not pay any Altumint operating expenses, "upfront" or capital costs for the VioCam System. In the event that the total monthly

fees set forth in Schedule A exceed the net revenues of the portion of fines lawfully retained by the Client a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any such unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven, and no payment will be owed by the Client. The Client shall not pay any fees or expenses whatsoever "out-of-pocket" to Altumint for any services.

- c. **Fee Increases.** Fees may be increased at the end of each contract term, with the first term being the Initial Term as described in Section 10 by the lesser of: (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days' written notice prior to any such increase.

8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, the Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with Georgia Statutes, including The Client's statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to The Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

9. Confidentiality; Public Records

- a. The Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, to anyone except as required by law, or by mutual agreement.
- b. Upon completion of the Agreement, Altumint shall transfer, at no cost to The Client, all records in possession of Altumint or keep and maintain records required by the Client to perform the services under this Agreement. If Altumint transfers all records to the Client upon completion of the Agreement, Altumint shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements, except to the extent such records are required to be retained by law or regulation. If Altumint keeps and maintains records upon completion of the Agreement, Altumint shall meet all applicable requirements for retaining records. All records that are stored electronically must be provided to the Client, upon request from the Client, in a format that is accessible by and compatible with the information technology systems of The Client.

10. Term, Commencement of Service, and Termination

A. Term

This Agreement shall be effective on the Execution Date. The Initial Term of this Agreement shall start on the first day of the month immediately following the first citation of the last speed or red light camera installed and remain in effect for a period of five (5) years (the "Initial Term") unless otherwise terminated as provided herein. Upon the expiration of the Initial Term, this Agreement may renew for a maximum of two additional one-year terms unless either the Client or Altumint elects not to renew, in which case the terminating party must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

B. Termination for Convenience.

Notwithstanding subsection (A) "Term" above, either party may terminate this Agreement for convenience, without cause or default after one year, and without any damages or costs associated with such termination, by providing the other party ninety (90) days prior written notice to the non-terminating party and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled pursuant to the citation payment provisions under this Agreement, up to the date of termination of this Agreement. If The Client terminates for Convenience, Altumint reserves the right to remove any equipment provided, but not the obligation and may transfer the ownership of any infrastructure to the Client.

C. Effect of Termination

In the event of any termination of this Agreement, The Client will suspend operations of the VioCam System and allow Altumint to collect such VioCam System upon the date of termination. The Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to The Client hereunder. Altumint and The Client for a period of twelve (12) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts, if any, relating to any citations for a period of twelve (12) months after the termination date.

D. Suspension of Services

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and the Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and The Client shall continue the processing of all citations based upon such Recorded Events. The duration of any suspension of services will be added to the end of the current term.

E. Survival of Certain Terms

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or the Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

10. Representations and Warranties

The Client represents and warrants that:

- a. The Client is a tax-exempt entity under the rules of the Internal Revenue Service.
- b. The Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that:

- a. Altumint will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement.
- b. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.
- c. Altumint owns and has the right to use, and make available for use by The Client, Vioview, Vioview FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

11. Insurance and Limitation of Liability

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Georgia for

the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Georgia and Employers' Liability limits of \$500,000.

Altumint shall ensure that its insurance policies make the Client and its volunteers, officers, boards, commissions, authorities, employees, agents additional insureds on a primary non-contributory basis and waive any right of subrogation against the Client or its insurers.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter, Altumint shall provide the Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). IN NO EVENT WILL ALTUMINT BE LIABLE TO THE CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES

12. Indemnification

Altumint shall defend, indemnify and hold harmless the Client and all of the Client's volunteers, officers, boards, commissions, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs such as collection expenses, attorneys' fees, and court costs, which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Altumint, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Altumint recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Client when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Client in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Georgia. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Altumint of its liability and obligation to defend, hold harmless and indemnify the Client as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against the Client by reason of any of the above indemnifiable claim, cause of action or demand, Altumint shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to the Client. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract.

Nothing herein shall be construed to extend the Client's liability beyond that provided in Georgia Statutes.

13. Compliance with Laws

Altumint and the Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including, but not limited to, laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and the Client further agree that, unless authorized by the Client, the information provided by the Client and/or MVA databases, including, but not limited to, the names and addresses and associated information of persons and entities that have received a citation, as well as all other information, data, and documents disclosed to Altumint or otherwise obtained by Altumint in performing the Services (collectively, the Information"), shall remain confidential to the fullest extent permitted by law and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations. Altumint represents and warrants that it shall use the Information solely for the purposes expressly authorized under this Agreement. Altumint shall not otherwise use, transfer, share, or disseminate, any Information for any other purpose, including, without limitation, for its own benefit, the benefit of any third party, or in connection with any other business, product, or service.

14. Force Majeure

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

15. Independent Contractors

With respect to each other, Altumint and the Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and the Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

16. Assignment

Neither Altumint nor the Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

17. Governing Law; Venue

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia without regard to its choice and/or conflict of laws provisions. Any legal action resulting from,

arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in the State of Georgia. Venue shall be in state court in the Judicial District of Bridgeport. Jurisdiction in federal courts is specifically waived by both parties. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements, including, but not limited to, through any appeals.

18. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up. Notices given under this Agreement shall be delivered as set forth above to the addresses below:

If to the Client:

City Clerk
186 U.S. 441
Baldwin, GA

If to Altumint:

Altumint, Inc.
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706

19. Retention of Records by Altumint

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with chapter 119 FS, and the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a VioCam System must be destroyed within 90 days after the final disposition of the recorded event.
- b. Altumint will provide the Client with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency nor an "official custodian of a "public record"" as those terms are defined under the Georgia General Statutes (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme. Nevertheless, Altumint must comply with Georgia General Statutes, Chapters 3 and 14 if it is deemed to be "acting on behalf of" the Client.

20. Entire Agreement

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

21. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

22. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

23. License Plate Readers

If authorized by Law, Altumint will provide a license plate reader as defined in Schedule A. The Client will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, and Laws relating to data privacy, or any Laws applicable to its conduct with respect to the ALPR Program. Upon termination of this Agreement, Altumint shall have no further obligations to the Client regarding the ALPR data or equipment. The Client will have the responsibility for any agreements with the ALPR provider.

24. Cooperative Agreement

This Agreement was awarded via a competitive procurement. The procurement was conducted on behalf of the Client and other public bodies. Other public bodies and agencies shall have the right to utilize the provisions of the Agreement. Any jurisdiction using this contract shall place its own order(s) directly with Altumint and establish a separate contractual relationship between it and the other party.

25. Execution

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

Altumint, Inc.	Baldwin, Georgia
By: _____	By: _____
Name: <u>Jason Norton</u>	Name: _____
Title: <u>CRO</u>	Title: _____

Schedule A
PHOTO ENFORCEMENT SERVICES AGREEMENT
BALDWIN, GEORGIA AND
ALTUMINT, INC

1. **Service Location:** School zone speed enforcement zones may be added as directed by the Client and mutually agreed to by Altumint.
 - All sites must comply with all rules and regulations prior to enforcement.
2. **Fee due to ALTUMINT:** Based on full use of all available enforcement hours and for the provisioning, deployment, operation, maintenance & service of each Speed or Red Light Camera Detection System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. THE CLIENT shall pay ALTUMINT Fees as follows:

VioCam System(s)	Number of Systems	Monthly Rental Fee for Each VioCam System (based on 12 months)	Violator Paid Citation Fee
VioCam Speed System	TBD	\$0	\$25 Per Paid Citation
Flock ALPR Cameras – One per each operational VioCam System	TBD	No charge for the duration of the contract	N/A

Schedule B
Vioview™ Terms of Service
BALDWIN, GEORGIA AND
ALTUMINT, INC

Last updated: August 26, 2020

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Altumint Inc, 4600 Forbes Blvd., Lanham, MD 20706.
- **Device** means any device that can access the Service such as a computer, cellphone, or a digital tablet.
- **Service** refers to the Website.
- **Data** refers to motor vehicle registration data obtained for the exclusive use of issuing automated traffic enforcement citations.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website** refers to Vioview, accessible from <https://vioview.altumint.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Data Usage

The Data shall only be used for the exclusive purpose of processing and issuing citations for automated traffic enforcement violations. The Data shall not be shared with any third party. You agree to destroy any hard copies of printed Data via shredding, or other means. The Data will not be made publicly available.

User Accounts

User accounts are assigned to individual users. Users agree not to share login credentials with anyone. You agree not to circumvent any authentication process to gain access to the Website.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United

States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: webmaster@altumint.com
- By phone number: 888-332-8528
- By mail: 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, United States

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Office of the Sheriff

Habersham County, Georgia

1000 Detention Drive, Clarkesville, GA 30623 • Office: (706) 839-0500 • Fax: (706) 839-1932

Sheriff Robin Krockum

October 2, 2025

Chief Jones,

Flock cameras have been an invaluable tool for us in the detection of stolen vehicles, finding missing people or endangered children, and vehicles linked to serious crimes. We have a total of 5 of these cameras stationed in different areas of the county, specifically in areas where people enter or leave the county. These cameras are used to match captured license plate data and compare this information with law enforcement databases. We can also enter in a vehicle license plate we are searching for in a specific case. This technology provides real-time alerts to officers, enabling them to locate suspects and recover property, as seen in cases of ours involving vehicle theft and burglary. The data collected is stored and used solely for law enforcement purposes. This data is deleted after 30 months, unless tied to a specific case or investigation. Please let me know if you need anything further.

Respectfully,

Sheriff Robin Krockum



Baldwin Police Department
155 Willingham Avenue
Baldwin, Georgia 30511
(706)776-5256



To: Baldwin Mayor and City Council

From: Chris Jones-Chief of Police

Date: 10/1/2025

Subject: School Zone Speed Detection Cameras

I would like to voice my frustrations and concerns with our school zone speed detection camera service provider, Blue Line Solutions. These issues are not based on one isolated incident, but numerous issues in the last few months.

I have listened to numerous complaints from individuals that have received a school zone speed camera citation. The first issue is the lack of customer service. The next complaint is in regard to how rude the Blue Line customer service representatives are. I have received several complaints stating that the customer service representatives do not speak English well. In addition to those complaints, individuals have relayed their frustrations to me, regarding long wait times when they have called Blue Line Solutions.

When someone receives a citation, they have been punished for violating Georgia state law. They do not deserve to be treated rudely. Also, in today's world, peoples time is at a premium. We as a department must always strive to do better and provide top notch customer service.

Respectfully,

Chris Jones
Chief-Baldwin Police Department



October 1, 2025

Baldwin Mayor and Council

Service Concerns Regarding Blue Line Solutions

When we first began working with Blue Line Solutions, I was a strong supporter of their services. They were responsive to questions and concerns, which was especially important as this program was new to our police department, court, and Judge.

Over time, however, I began receiving increasing complaints from violators that Blue Line staff were rude and unhelpful. While occasional complaints are expected in this type of work, I decided to follow up with some individuals I had referred to Blue Line. The feedback was mixed—some reported satisfactory service, but others described treatment that was far below acceptable standards. At that time, I was still able to log in to the system and assist citizens directly by reviewing their citations, which helped resolve many issues before they escalated.

That changed when Blue Line began issuing PIN numbers on all citations. For a time I still had system access but without the PIN number I could not assist citizens. This has created significant challenges, as not all violators actually receive their mailed citations. Citations are sent to the address on file with the tag office, and in cases where individuals do not receive mail at their physical address, they often remain unaware of a citation until they attempt to renew their registration or sell their vehicle. At that point, the tag office directs them to us. Unfortunately, we no longer have access even if the person has their PIN, we cannot look up the citation to help them with any issue. We are then forced to direct them back to Blue Line which makes it sound to the violator that we are just unwilling to help. When I inquired as to why we no longer are allowed access I was told someone would contact me with the answer, but I have never heard anything back from them.

The problem is that citizens frequently report being unable to reach Blue Line at all. Many say they call for days without an answer, or remain on hold for extended periods. I have personally verified this. On several occasions, I called multiple times during the business day and received no answer. On one occasion, after being on hold for over 11 minutes, the call was answered with 'I am sorry, you will have to call back later. I identified myself as with Baldwin Municipal court and told the person I needed to know why our people were not being served. Their answer was because staff were overwhelmed at the time and were unable to assist. Earlier this week we checked out a complaint concerning the message 'this line is not in service at this time.' We also got that message for several hours. Later in the day the line was back in service. In my opinion this level of service is unacceptable from a vendor representing our city.

Additionally, Blue Line provides no language support beyond English. With our large Spanish-speaking population, this creates an unnecessary problem for many citizens. When I raised the issue a few months ago, I was told that they would look into that but no translator was available at that time.

There was a significant error several months ago when Blue Line sent out the wrong court date to all violators. This required rescheduling and caused confusion, inconvenience for citizens, and embarrassment for our court.



Baldwin Municipal Court
155 Willingham Ave.
Baldwin, GA 30511

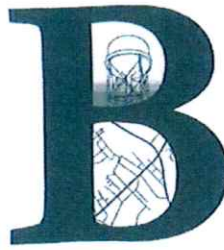
Finally, I learned that the Baldwin Police ORI was allowed to be used by other agencies to run tags. That is a GCIC compliance issue that needs to be addressed by Blue Line Solutions and a letter stating what they have done to correct the issue and to cover our agency from any compliance questions that may arise.

These recurring problems—ranging from customer service failures and accessibility concerns to systemic errors—have made it clear to me that Blue Line is no longer providing the level of professionalism or support that our city employees and citizens deserve.

Susan Newsom
Court Clerk Municipal Court of Baldwin

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: 10/7/2025

Submitted By: Police Department

Agenda Item: Item #8: Consideration/Approval of PD Database Contract - TLO

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)

TLO provides a search database for law enforcement. TLO provides crucial information to law enforcement during the investigative process, such as, addresses, aliases, vehicle ownership, property ownership information, lien information, etc. TLO assists law enforcement in finding vital information in one place which otherwise would take extended amounts of time to find from multiple locations/agencies. We currently rely on the GBI and/or other local agencies to run the searches for us which causes a delay in being able to complete accurate and timely criminal investigations. The software would also be used as part of the background investigation for all applicants of the police department.

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

\$1,260 annually

We currently pay for LEADS Online at the rate of \$2,567.00 annually. We have determined TLO is needed more than LEADS Online. Our LEADS agreement is up for renewal and has been budgeted for FY2026. We would like to cancel LEADS and use the funds budgeted for LEADS to pay for TLO access.

☐ Capital Asset Cost _____ Useful Life _____

Staff Recommendation (Include possible options for consideration)

Approve the contract with TLO and use the funds already budgeted for LEADS Online to cover the cost.

Department Head Approval _____

Date 10/2/2025

City Attorney Approval _____

Date _____

CAO Approval Emily Woodmaster

Date 10/3/2025

Council Denial _____
Council Tabled Until _____
Council Approval _____



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": <u>Baldwin Police Department.</u> Agency ID: <u>5425331.</u> TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate. Effective Date: <u>10/10/2025</u> Supplement Term: <u>12</u> month(s) without auto-renewal.	"Monthly Fee": <u>USD 105.00</u> "Number of Monthly Transactions": <u>300</u> The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.																												
INCLUDED SEARCHES AND REPORTS: The Monthly Fee includes <u>all</u> searches and reports currently offered through the TRADS Services as of the Effective Date, with the <u>exception of</u> the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">☐</td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Real-Time Phone Carrier Search</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Real-Time Arrests & Incarcerations</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Household Search</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Motor Vehicle Report</td></tr> </table> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">☒</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Address Report</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Phone Report</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Predictive Attributes Suite</td></tr> </table> </td> </tr> </table>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">☐</td><td>TruLookup Social Media Comprehensive Report</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Super Reverse Phone Lookup</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Relationship Mapping</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Real-Time Phone Carrier Search</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Real-Time Arrests & Incarcerations</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Household Search</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Motor Vehicle Report</td></tr> </table>	☐	TruLookup Social Media Comprehensive Report	☐	TruLookup Super Reverse Phone Lookup	☒	TruLookup Relationship Mapping	☐	TruLookup Real-Time Phone Carrier Search	☐	TruLookup Real-Time Arrests & Incarcerations	☐	TruLookup Household Search	☐	TruLookup Motor Vehicle Report	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;">☒</td><td>TruLookup Comprehensive Report – Person</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Comprehensive Report – Business</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Address Report</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Locate with Assets Report</td></tr> <tr><td style="text-align: center;">☒</td><td>TruLookup Phone Report</td></tr> <tr><td style="text-align: center;">☐</td><td>TruLookup Predictive Attributes Suite</td></tr> </table>	☒	TruLookup Comprehensive Report – Person	☒	TruLookup Comprehensive Report – Business	☒	TruLookup Address Report	☒	TruLookup Locate with Assets Report	☒	TruLookup Phone Report	☐	TruLookup Predictive Attributes Suite
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The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.																													
TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.																													
"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).																													



Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Baldwin Police Department ("Agency")

By:

Representative

Justin Ferguson

Full Name

Title

Date Signed

14' LED Clear Lights \$7,039.00

Over 40 Varieties Available

- Standard heights from 11' to 41'
- Wide profile for the most natural tree shape look
- Custom lighting available



GIANT EVEREST
FRAME TOWER TREE

wide profile 11' to 41' heights indoor/outdoor rated

Branches & Needles

- Indoor/outdoor rated
- Lush, thick greenery with .20 mil needles
- 60% thicker needles than other trees
- Variable indexed branching for the most natural look
- UV protected, crush resistant needles
- 5-year branch warranty

Frame, Easy Assembly

- Galvanized, powder coated steel frame
- Stackable/climbable rings
- Brackets for easy assembly
- Rings can be added to grow your tree
- Rings can be nested for easy storage
- 5-year frame warranty

Lighting & Electrical

- Heavy duty 16 gauge wiring harness
- Flip cover outlets with gaskets
- Booted main line plugs
- LED mini lights or C7 lights available
- 3-year warranty on LED mini lights, ENERGY STAR

Warranties: Based on 90 day seasonal decorative use

Model	Size	Frame Dia.	Branches Dia.	Light Color	Bulb Type	Bulb Size	Light Count	Tip Count
79186	11'	2.5"	9.3"	WW	LED	5mm	2,380	6403
79161	11'	2.5"	9.3"	WW	LED	C7	408	6403
79167	11'	2.5"	9.3"	Multi	LED	5mm	2,380	6403
79163	11'	2.5"	9.3"	Multi	LED	C7	408	6403
79188	14'	4"	10.8"	WW	LED	5mm	3,640	10,680
79162	14'	4"	10.8"	WW	LED	C7	624	10,680
79189	14'	4"	10.8"	Multi	LED	5mm	3,640	10,680
79164	14'	4"	10.8"	Multi	LED	C7	624	10,680
79190	17'	5.5"	12.3"	WW	LED	5mm	5,180	15,466
79165	17'	5.5"	12.3"	WW	LED	C7	888	15,466
79191	17'	5.5"	12.3"	Multi	LED	5mm	5,180	15,466
79166	17'	5.5"	12.3"	Multi	LED	C7	888	15,466
79192	20'	7"	13.8"	WW	LED	5mm	7,140	21,630
79167	20'	7"	13.8"	WW	LED	C7	1,224	21,630
79193	20'	7"	13.8"	Multi	LED	5mm	7,140	21,630
79168	20'	7"	13.8"	Multi	LED	C7	1,224	21,630
79195	23'	8.5"	15.3"	WW	LED	5mm	9,520	28,972
79169	23'	8.5"	15.3"	WW	LED	C7	1,632	28,972
79194	23'	8.5"	15.3"	Multi	LED	5mm	9,520	28,972
79170	23'	8.5"	15.3"	Multi	LED	C7	1,632	28,972
79197	26'	10"	16.8"	WW	LED	5mm	12,180	37,166
79171	26'	10"	16.8"	WW	LED	C7	2,088	37,166

Model	Size	Frame Dia.	Branches Dia.	Light Color	Bulb Type	Bulb Size	Light Count	Tip Count
79196	26'	10"	16.8"	Multi	LED	5mm	12,180	37,166
79172	26'	10"	16.8"	Multi	LED	C7	2,088	37,166
79222	29'	11.5"	18.3"	WW	LED	5mm	15,120	46,212
79173	29'	11.5"	18.3"	WW	LED	C7	2,592	46,212
79223	29'	11.5"	18.3"	Multi	LED	5mm	15,120	46,212
79215	29'	11.5"	18.3"	Multi	LED	C7	2,592	46,212
79224	32'	13"	19.8"	WW	LED	5mm	18,480	56,636
79177	32'	13"	19.8"	WW	LED	C7	3,168	56,636
79225	32'	13"	19.8"	Multi	LED	5mm	18,480	56,636
79178	32'	13"	19.8"	Multi	LED	C7	3,168	56,636
79227	35'	14.5"	21.3"	WW	LED	5mm	22,260	63,238
79179	35'	14.5"	21.3"	WW	LED	C7	3,816	63,238
79226	35'	14.5"	21.3"	Multi	LED	5mm	22,260	63,238
79180	35'	14.5"	21.3"	Multi	LED	C7	3,616	63,238
79229	38'	16"	22.8"	WW	LED	5mm	26,320	80,692
79182	38'	16"	22.8"	WW	LED	C7	4,512	80,692
79228	38'	16"	22.8"	Multi	LED	5mm	26,320	80,692
79183	38'	16"	22.8"	Multi	LED	C7	4,512	80,692
79230	41'	17.5"	24.3"	WW	LED	5mm	30,800	94,524
79184	41'	17.5"	24.3"	WW	LED	C7	5,280	94,524
79231	41'	17.5"	24.3"	Multi	LED	5mm	30,800	94,524
79185	41'	17.5"	24.3"	Multi	LED	C7	5,280	94,524

VIEW PRICING

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: 10/7/25

Submitted By: SCOTT BARNHART

Agenda Item: Item #10: Consideration/Approval of Regency Lift Station Pumps

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

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

Background (Includes description, background, and justification)

REPLACE (2) 100 HP. Pumps at Regency Lift Station
THAT ARE IN Need of Replacement Due to Age and
ONGOING ISSUES DUE TO HIGH USES

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

OM FUND

☒ Capital Asset
 Cost \$93,500.00
 Useful Life 8 TO 10 Years

Staff Recommendation (Include possible options for consideration)

REPLACE BOTH Pumps with New Pumps. - use Parts
From old Pumps (3) to make (1) spare Back-up Pump

Department Head Approval _____

Date 10/3/25

City Attorney Approval _____

Date _____

CAO Approval _____

Date 10/3/2025

Council Denial _____

Council Tabled Until _____

Council Approval _____

Scott Barnhart

From: Rick Barron <rbarron@mpes.biz>
Sent: Friday, October 3, 2025 2:08 PM
To: Scott Barnhart
Subject: Regency Lift Station
Attachments: Baldwin C&D EST0116.pdf; Baldwin C&D EST0117.pdf

Scott,

Per our discussion an estimate to rebuild the existing pumps at Regency Lift Station would be \$60,000.00 each. This is a conservative estimate and cost could increase depending on severity of condition. I am providing two separate quotes. One is for removal of existing pump, installation of new 100HP which include freight, labor, misc. materials, and boom truck cost. The second quote is based on purchasing and installing 2 – 100HP pumps at the same time. This would be a cost savings due to discounted price for the purchase of two pumps. Also, in labor for installing both at the same time while on site. Please let me know if you have any questions or need any further information.

Thanks,
Rick

RICK BARRON · Assistant Vice President



MECHANICAL PUMPING ELECTRICAL SERVICES

202 Luthi Road · Alto, GA 30510
Office 678-904-4872 · Cell 706-968-9216
rbarron@mpes.biz · www.mpes.biz



Mechanical Pumping Electrical Services
P.O. Box 579 Demorest, Georgia 30535
Phone: 706-958-9216 www.mpes.biz

Quote

EST0117

Date

10/3/2025

To: Baldwin C&D
Attn: Scott Barnhart

DESCRIPTION	AMOUNT
We are pleased to quote the following in reference to Regency Lift Station: Scope of work to include removal of 2 existing pumps, installation of 2 new 100HP pumps. Price includes freight, boom truck, and labor. Cost Each: \$46,750.00 Total for project above:	\$93,500.00

Please contact me with any questions or concerns.

We appreciate this opportunity and look forward to working with you in the future!

SUBTOTAL	\$93,500.00
TAX (0%)	\$0.00
TOTAL	USD \$93,500.00

Respectfully Submitted,

Rick Barron

Rick Barron, Assistant Vice President