



Agenda
City of Bainbridge, Georgia
Regular Session - Mayor and City Council
September 20, 2022, 6:30 p.m. - City Council Chambers



- I. INVOCATION and PLEDGE TO THE FLAG
- II. APPROVAL OF MINUTES OF REGULAR SESSION – August 16, 2022
- III. APPROVAL OF MINUTES OF SPECIAL CALLED MEETING – September 6, 2022
- IV. RECOGNIZE VISITORS AND DELEGATIONS
- V. PUBLIC HEARING – FY 2023 BUDGET
- VI. CONSIDERATION OF ADOPTION – FY 2023 BUDGET
- VII. CONSIDERATION OF STREET CLOSURE REQUESTS
- VIII. CONSIDERATION OF ALCOHOLIC BEVERAGE LICENSE APPLICATION
- IX. CONSIDERATION OF AUTOMATED SPED ENFORCEMENT SYSTEM CONTRACT
- X. INTRODUCTION OF DEMOLITION ORDINANCE
- XI. CONSIDERATION OF PLANNING COMMISSION RECOMMENDATIONS
- XII. INTRODUCTION TO ZONING TEXT AMENDMENTS
- XIII. MAYORAL APPOINTMENTS

Bids:

- | | |
|--|---------------|
| 1. Superior Industrial Services, Inc.
Demolition Services
Bainbridge, GA | Price/Sq. Ft. |
| 2. Adams Equipment Co.
Transit Van/Portable Pipeline Inspection System
Austell, GA | \$189,621.00 |

MINUTES
CITY OF BAINBRIDGE, GEORGIA
TUESDAY, AUGUST 16, 2022
6:30 P.M.

PRESENT: MAYOR EDWARD REYNOLDS, PRESIDING

COUNCIL MEMBERS: GLENNIE BENCH, KREGG CLOSE, ROSLYN PALMER,
SYLVIA WASHINGTON, AND DON WHALEY

CITY STAFF: CITY MANAGER CHRIS HOBBY, ASSISTANT CITY
MANAGER ROY OLIVER, LISA TAYLOR, ALLIE GODWIN,
CRYSTAL HINES, STEVE O'NEIL, GABE MENENDEZ,
FRANK GREEN, REDELL WALTON, RYAN WIMBERLEY,
MARK ESQUIVEL, JOSH GLOVER, DOYLE WELCH, AND
JANETTE MOWREY.

GUESTS: JILL HOLLOWAY, JOHN BENNETT, DEBRA PATTERSON,
JOE PATTERSON, AND GERARD KILWECKI.

ABSENT: PHIL LONG

INVOCATION AND PLEDGE TO THE FLAG

Councilman Close gave the invocation and all those assembled pledged allegiance to the flag.

APPROVAL OF MINUTES

Upon a motion offered by Councilwoman Palmer and seconded by Councilwoman Bench, the Council voted 5-0 to approve the minutes from the July 19, 2022, council meeting as presented.

RECOGNIZE VISITORS AND DELEGATIONS

Mayor Reynolds opened the floor for anyone who wish to speak on an item that was currently not on the agenda. Hearing from no one, Mayor Reynolds proceeded to the next item on the agenda.

**PUBLIC HEARING - DEFINED BENEFIT RETIREMENT PLAN
AMENDMENT**

Mayor Edward Reynolds informed those assembled that this meeting had been advertised as the time and place for a public hearing on the proposed amendment to the defined benefit retirement plan. Upon a motion offered by Councilman Whaley and seconded by Councilman Close, the council voted 5-0 to open the public hearing portion of the meeting. Hearing from no one, Councilwoman Bench made a motion to close the public hearing. The motion was seconded by Councilwoman Palmer and unanimously carried in a 5-0 vote.

**CONSIDERATION OF DEFINED BENEFIT RETIREMENT PLAN
AMENDMENT**

Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Washington, the Council voted 5-0 to adopt the amendment to the defined benefit retirement plan as presented.

PUBLIC HEARING - ANNEXATION ORDINANCES

Mayor Edward Reynolds informed those assembled that this meeting had been advertised as the time and place for a public hearing on the proposed annexation ordinances. Upon a motion offered by Councilman Whaley and seconded by Councilwoman Bench, the council voted 5-0 to open the public hearing. Hearing from no one, Councilwoman Bench made a motion to close the public hearing. The motion was seconded by Councilman Close and unanimously carried in a 5-0 vote.

CONSIDERATION OF ANNEXATION ORDINANCES

Upon a motion offered by Councilman Whaley and seconded by Councilman Close, the Council voted 5-0 adopt the annexation ordinances as presented.

CONSIDERATION OF PLANNING COMMISSION RECOMMENDATIONS

City Planner, Steve O'Neil, informed the council that the Planning Commission met Tuesday, August 12th and considered two items, one of which required council action.

- *ITEM 2: PPLAT-RESSUB-2022-002: Applicant WCP III, LLC is requesting approval of a preliminary plat for a residential development (townhomes) on a*

portion of parcel 00900016. The property to be platted is 3.88 acres and is zoned Planned Unit Development (PUD).

Upon a motion offered by Councilwoman Bench and seconded by Councilman Close, the council voted 5-0 to accept the recommendation of the Planning Commission and approve the preliminary plat.

CONSIDERATION OF APPEAL

Ms. Debra Patterson, Executive Director of Hope Farms, appeared before Mayor and Council to appeal the decision of the Planning Commission. Applicant Hope Farms had requested a variance from Section 9.3.4 of the zoning Ordinance regarding parking lots to be of a hard surface with a pavement or concrete binder. After a brief discussion from council, Councilwoman Bench made a motion to uphold the Planning Commission's decision to deny the variance request for the reason that the thrift store was open to the public. Councilwoman Palmer seconded the motion carried in a 4-1 vote by Council. Councilman Whaley voting in opposition.

CONSIDERATION OF MILLAGE RATE

Upon a motion offered by Councilwoman Bench and seconded by Councilwoman Washington, the Council voted 5-0 to adopt the rollback millage rate of 3.604 as presented.

CONSIDERATION OF REAL ESTATE PURCHASE CONTRACT

City Manager Hobby presented Council with a real estate purchase contract between the City of Bainbridge and Branching Pines, LLC for property located at 801 W. Shotwell Street. This agreement states that once the Army Corps of Engineers deeds the property to the City of Bainbridge, the City will then agree to sell the property to Branching Pines, LLC. Upon a motion offered by Councilwoman Bench and seconded by Councilman Close, the council voted 5-0 to approve the real estate purchase contract.

DIVISION PRESENTATION

Mr. Frank Green, Director of Public Safety, appeared before the Mayor and City Council to offer an update on the activities of his division over the preceding twelve months.

CONSENT AGENDA

Bids:

- | | |
|---|--------------|
| 1. Quality Fence
Fire Training Facility Fence
Colquitt, GA | \$28,164.70 |
| 2. Graybar Electric
Aluminum Poles & Globes
Tallahassee, FL | \$233,750.00 |

Upon a motion offered by Councilwoman Palmer and seconded by Councilwoman Washington, the Council voted 5-0 to accept bids as presented.

ADJOURNMENT

With there being no further business, Mayor Reynolds adjourned the meeting at 7:19 p.m.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, COUNCIL CLERK

MINUTES
CITY OF BAINBRIDGE, GEORGIA
TUESDAY, SEPTEMBER 6, 2022
6:30 P.M.

PRESENT: MAYOR EDWARD REYNOLDS, PRESIDING

COUNCIL MEMBERS: DON WHALEY, GLENNIE BENCH, ROSLYN PALMER
AND SYLVIA WASHINGTON

CITY STAFF: CITY MANAGER CHRIS HOBBY, ROY OLIVER, ALLIE
GODWIN, STEVE O'NEIL, LISA TAYLOR, GABE
MENENDEZ, RYAN WIMBERLEY, AND REDELL WALTON

GUESTS: ETHAN REDDISH, CAROLYN GRIMSLEY, PHYLLIS
TRAVIS, WESLEY TRAVIS, AND ROLLINS MILLER

ABSENT: PHIL LONG AND KREGG CLOSE

INVOCATION AND PLEDGE TO THE FLAG

Councilwoman Bench gave the invocation and all those assembled pledged allegiance to the flag.

PUBLIC HEARING – ACQUISITION OF PARCELS FOR CDBG PROJECT

Mayor Edward Reynolds informed those assembled that this meeting had been advertised as the time and date for the public hearing regarding the acquisition of parcels for the CDBG project. Upon a motion offered by Councilman Whaley and seconded by Councilwoman Bench, the Council voted 4-0 to open the public hearing. Hearing no public comment, a motion was made by Councilman Whaley to close the public hearing. The motion was seconded by Councilwoman Bench and approved by a 4-0 vote from Council to close the Public Hearing portion of the meeting.

CONSIDERATION OF CONDEMNATION RESOLUTION

Upon a motion from Councilwoman Bench and seconded by Councilwoman Washington, the Council voted 4-0 to approve the condemnation ordinance.

PRESENTATION OF FY 2023 OPERATING BUDGET

City Manager Hobby was before the Mayor and City Council to present the proposed City of Bainbridge Fiscal Year 2023 Operating Budget.

ADJOURNMENT

With there being no further business, Mayor Reynolds adjourned the meeting at 6:56 p.m.

BY:

EDWARD REYNOLDS, MAYOR

ATTEST:

ALLIE GODWIN, COUNCIL CLERK

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAINBRIDGE, GEORGIA
ADOPTING THE FISCAL YEAR 2023 CITY OF BAINBRIDGE OPERATING BUDGET AND
FOR OTHER PURPOSES**

WHEREAS, the laws of the State of Georgia and the Charter of the City require that each year the City Council adopt an operating budget prior to the 1st day of October; and

WHEREAS, it is required that the City Council adopt a budget that is balanced; and

WHEREAS, city staff has prepared a budget that meets these requirements; and

WHEREAS; a Public Hearing was held on September 6, 2022 to present the budget to the City Council and to the public; and

WHEREAS, this meeting was properly advertised as a Public Hearing and the public was allowed the opportunity to comment on the budget; and

WHEREAS, the presented budget provides funding for all departments and funds of the city and is balanced; and

WHEREAS, the City of Bainbridge Fiscal Year 2023 Budget also funds two new city holidays, Juneteenth and Veterans Day, which shall be observed as paid holidays for all city employees until such time the City Council, by ordinance or Resolution, decides otherwise.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council meeting in Regular Session that the Fiscal Year 2023 Operating Budget is hereby adopted and the City Manager is instructed to implement the budget and all of its associated provisions.

IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of the City of Bainbridge, Georgia on the 20th Day of September 2022.

Edward Reynolds, Mayor

CERTIFICATION I hereby certify that the foregoing is a true and correct copy of an original resolution duly adopted by the City Council of the City of Bainbridge on the 20th day of September, 2022. In witness whereof, I hereunto set my hand and affix the seal of the City, this _____ day of September, 2022.

(SEAL)

Allie Godwin, City Clerk

BAINBRIDGE HIGH SCHOOL

1 BEARCAT BOULEVARD
BAINBRIDGE, GA 39819
229-248-2230



PRINCIPAL
CHRISTOPHER MERRITT

ASSISTANT PRINCIPALS
CHRISTOPHER BRYANT
VONDA HUBBARD
DAVID KIRKLAND
DAVID MACKEY
MARILYN MELTON
SCOTT MILLER
CHRISTINE PUGH

August 26, 2022

Mr. Chris Hobby, City Manager
City of Bainbridge
P. O. Box 158
Bainbridge, GA 39818

Dear Mr. Hobby:

The Bainbridge High School Homecoming game is Friday, October 7, 2022. It is a Bainbridge High School tradition to have the Homecoming Parade prior to the game. This year we would like to request your permission to conduct the Homecoming Parade on Thursday, October 6, 2022, at 5 p.m., along with the Homecoming Pep Rally on the Square immediately following the parade. Our opponent this year will be the Westover High School Patriots of Albany, Georgia. If granted permission, we will comply with all City of Bainbridge guidelines and procedures. We would also like to request your assistance in providing Public Safety for this event.

With your permission, the parade will take the following route: lineup and start on Wheat Avenue, left onto Shotwell Street, right onto Broad Street, left onto Water Street, right onto West Street, and a left onto Jackson Street with dispersal at this point. This is yet another opportunity for our community to join together as we support the youth of Decatur County. We would like to thank you for all of the assistance you have provided Bainbridge High School and for helping make this year's homecoming a success.

Sincerely,

A handwritten signature in black ink that reads "Christopher R. Merritt".

Christopher Merritt
Principal

August 17, 2022

Dear Mr. Hobby,

On behalf of the Organizing Committee for the 6th Annual Bainbridge Walk to End Alzheimer's, I am respectfully requesting the approval and assistance of the City of Bainbridge in coordinating the event. The Walk is scheduled for Saturday, October 22, 2022. An awareness and remembrance program will be at 10 AM in Willis Park, and the Walk will begin at 10:30 AM. The planned route is for the Walk to begin at the intersection of Broad Street and Broughton Street, proceed down Broad to Shotwell, turn left on Shotwell to Monroe Street, turn left on Monroe Street to Broughton, proceed down Broughton to Willis Park where it will end. We anticipate that the Walk will be finished by 11:00 AM.

We are requesting the following assistance from the City of Bainbridge:

- Use of Willis Park from 8 AM until Noon
- Closure of Broughton Street and Water Street bordering Willis Park (West Street to Broad Street) from 8 AM until Noon
- Assistance from Bainbridge Public Safety in leading the Walk, diverting traffic during the Walk, and monitoring the Walk

As you know, Alzheimers is an especially cruel disease. It is the sixth leading cause of death in the United States, and it currently cannot be prevented, cured, or even slowed. Through events like the Bainbridge Walk to End Alzheimer's, awareness and funds can be raised in hopes the dire prognosis of Alzheimer's will be changed. We deeply appreciate the assistance and support of the City of Bainbridge in this endeavor.

Sincerely,



Tommie Howell

229-254-4035

September 29

J Christine <jchristine@jcebainbridge.com>

Wed 9/7/2022 9:55 PM

To: Allie Godwin <allieg@bainbridgecity.com>

Hey Allie!

This is a request to close market st for a block party on the evening of September 29. From approximately 5pm-10pm.

Thank you!

Jennifer

Sent from my iPhone

Road Closures

Randee Eubanks <randeee@bainbridgecity.com>

Thu 9/15/2022 4:38 PM

To: Allie Godwin <allieg@bainbridgecity.com>

Munchkin Masquerade/Trunk or Treat - October 31st - West Street closed from - Broughton Street to Water Street
Water Street closed from - Broad Street to West Street
Broughton closed from - Broad Street to West Street

Touch - A - Truck - November 12th - Market Street closed from - Broad Street to Clark Street
Clark Street closed from - Market Street to Water Street

Yuletide Jubilee - December 1st - West Street closed from - Water Street to Broughton Street
Broughton Street closed from - West Street to Broad Street
Water Street closed from - Broad Street to West Street

Christmas Parade - December 8th - Wheat Ave closed from - College Street to Shotwell Street
Miluli Ave closed from - Boulevard Drive - Gordon Ave
Evans Street closed from - Boulevard Drive - Wheat Ave
Shotwell Street closed from - Wheat Ave - Broad Street
Broad Street closed from - Shotwell to Calhoun Street
Water Street closed from - Broad Street to West Street



Randee Eubanks

Special Events Coordinator

O: (229) 515-8616 | F: (229) 246-7311

205 E Broughton St | Bainbridge, Georgia 39817

www.bainbridgecity.com

City of
BAINBRIDGE
GEORGIA

City of Bainbridge Alcohol License Checklist

LICENSE # 1361

CITY COUNCIL MEETING DATE 9/20/2022

NEW RENEWAL AMENDED

TYPE OF LICENSE APPLYING FOR:

CLASSIFICATION OF LICENSE						
Distilled Spirits Consumption Fee: \$2,400.00 Late Fee: \$100	Package Store Fee: \$3,125.00 Late Fee: \$100.00	Malt Beverage Retail Fee: \$150.00 Late Fee: 100.00	Wine Package Retail Fee: \$200.00 Late Fee: \$100.00	Malt Beverage Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Wine Consumption Retail Fee: \$300.00 Late Fee: \$100.00	Bar Fee: \$4,800.00 Late Fee: \$100.00

Amended Fee: \$100 Initial Application Fee: \$100 OWNERSHIP CHANGE

NAME OF BUSINESS Naz Enterprises, LLC dba Raceway #6837

STREET ADDRESS OF BUSINESS 1418 Tallahassee Hwy

NAME OF APPLICANT/OWNER Suhail Sagi

NAME OF MANAGER Rohail Sagi

- Completed Application ✓
- Paid Fee ✓
- Signature of Applicant and/or Property Owner ✓
- Distance statement and Approval from Chief Marshall/Building Official [Signature]
- Personal Statement ✓
- Notarized Affidavits if applicable (*required for new owner and manager*) ✓
- Copy of Driver's License or current Photo Identification ✓
- Background Check Payment: YES NO
- Privacy Rights (Applicant retains a copy) ✓
- Approval by Director of Public Safety WVV
- Approval by Director of Administrative Services [Signature]
- Approval by City Manager and/or, Mayor and City Council _____



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2022, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Bainbridge** (herein "City"), a City in the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Notice of Liability" means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

"Person" or "persons" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"ASE System" means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such data with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

3. CITY AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.



4. TERM AND TERMINATION

a. The term of this Agreement shall be for 3 (three) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of liability that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act,



State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.

5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of liability or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



9. OWNERSHIP OF SYSTEM

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove any equipment provided.

10. INDEMNIFICATION

City shall at all times comply with all federal, state and local laws, ordinances and regulations. City acknowledges that they reasonably believe the ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. City shall comply with the maintenance procedures and manufacturer recommendations for operation of the ASE System equipment.

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.



12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary, by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorizes BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.



17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the notices of liability issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

**Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416**

Notices to City of Bainbridge, GA:

**Mayor Edward Reynolds
101 S Broad St
Bainbridge, GA 39818**



22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

23. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Authorized Signature

Approved and authorized this _____ day of _____, 20_____.



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide City with an Evidence Package to include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City.
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of violation events.
 - ii) Total number of actionable violation events.
 - iii) Total number of Notices of Liability issued.
 - iv) Total number of Notices of Liability paid.
 - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.



- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide and install one (1) radar speed sign per ASE System utilized in school zones. The signs will be installed as per approved site construction plans.
- 12) BLS will provide and install one (1) photo enforcement warning sign per ASE system. The signs will be installed in strict compliance with State DOT regulations.
- 13) BLS will provide an equal amount of Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement at no additional charge to the City as long as this agreement remains in effect. Each ALPR camera provided at no cost must be installed as part of the ASE infrastructure. Additional ALPR systems may be purchased as described in section 15 of this agreement.



Exhibit B

City Obligations and Scope of Work

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations.
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary State DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricCity hookup, etc. needed. City will obtain all City, state, and City or special permits needed for placement of poles, electricCity or any other service needed for the installation and usage of the ASE System.
- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.



- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute, if applicable. This includes early dismissals, snow days, school cancellation, etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees, or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



**Exhibit C
Service Fees**

The City agrees to the below financial terms:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. Pricing includes maintenance, processing services, first mailed notice, second reminder mailed notice, website and Call Center Support.

Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over the initial term of this agreement from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the City as allowed by Section 4.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the City will be responsible for the balance. The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is \$75,000 per installed ASE System, and upon early termination under Section 4.a.(i) prior to the end of the initial term of this agreement, the City shall reimburse BLS for such costs as prorated for any monthly periods remaining in the initial term of this Agreement. Full payment of all such costs will be due within 30 days after the date of termination.

Fees Charged to Violators

- A credit card convenience fee of \$5.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.



Exhibit D

Number and Locations of ASE System Equipment:

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by City and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

_____ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Authorized Signature

Date

Blue Line Solutions, LLC Signature

Date

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 434 SIMS ST., OWNED BY DERRICK B. SAMUEL AND DECATUR COUNTY TAX COMMISSIONER'S OFFICE TO PROVIDE THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

SECTION I

WHEREAS, pursuant to Section 14-1 (3) c of the City of Bainbridge Municipal Code (the "Code"), Chief City Marshall and Building Official Keith Pollock has inspected the property, filed notices, held hearings and issued a determination that the property located at 434 Sims St., is unsafe; and

WHEREAS, pursuant to the determination of the Chief City Marshall and Building Official the City of Bainbridge has previously ordered the owner of the property located at 434 Sims St., Bainbridge, Georgia; to either repair, alter, improve, or demolish the structure located on the property; and

WHEREAS, the owner of such property has failed to comply fully with such order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Bainbridge that the City Manager of the City of Bainbridge is hereby authorized and directed to demolish the structure (s) and clean up the property located at 434 Sims St., being more particularly described as 434 Sims St., Bainbridge, Georgia 39817.

SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Bainbridge in conflict herewith be and the same hereby are repealed for purposes of this ordinance only.

SECTION III

BE IT FURTHER ORDAINED that the provisions of the ordinance shall not be made a part of the official codified ordinances of the City of Bainbridge but shall nevertheless be made a part of the public minutes of the City of Bainbridge.

SECTION IV

This ordinance was introduced and read at the lawful meeting of the Council of the City of Bainbridge held on September 20th, 2022, a Public Hearing on the Ordinance was held on October 18th, 2022 and the Ordinance was adopted by a

majority vote of the City Council during its regular meeting of October 18th, 2022.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, CLERK

CITY SEAL

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 701 CEMETERY ST., OWNED BY HENRY A. BELIN, JR. (ETAL) AND DECATUR COUNTY TAX COMMISSIONER'S OFFICE TO PROVIDE THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

SECTION I

WHEREAS, pursuant to Section 14-1 (3) c of the City of Bainbridge Municipal Code (the "Code"), Chief City Marshall and Building Official Keith Pollock has inspected the property, filed notices, held hearings and issued a determination that the property located at 701 Cemetery St., is unsafe; and

WHEREAS, pursuant to the determination of the Chief City Marshall and Building Official the City of Bainbridge has previously ordered the owner of the property located at 701 Cemetery St., Bainbridge, Georgia; to either repair, alter, improve, or demolish the structure located on the property; and

WHEREAS, the owner of such property has failed to comply fully with such order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Bainbridge that the City Manager of the City of Bainbridge is hereby authorized and directed to demolish the structure (s) and clean up the property located at 701 Cemetery St., being more particularly described as 701 Cemetery St., Bainbridge, Georgia 39817.

SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Bainbridge in conflict herewith be and the same hereby are repealed for purposes of this ordinance only.

SECTION III

BE IT FURTHER ORDAINED that the provisions of the ordinance shall not be made a part of the official codified ordinances of the City of Bainbridge but shall nevertheless be made a part of the public minutes of the City of Bainbridge.

SECTION IV

This ordinance was introduced and read at the lawful meeting of the Council of the City of Bainbridge held on September 20th, 2022, a Public Hearing on the

Ordinance was held on October 18th, 2022 and the Ordinance was adopted by a majority vote of the City Council during its regular meeting of October 18th, 2022.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, CLERK

CITY SEAL

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 709 ALBANY RD., OWNED BY RUTH MATTIE DAVIS AND DECATUR COUNTY TAX COMMISSIONER'S OFFICE TO PROVIDE THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

SECTION I

WHEREAS, pursuant to Section 14-1 (3) c of the City of Bainbridge Municipal Code (the "Code"), Chief City Marshall and Building Official Keith Pollock has inspected the property, filed notices, held hearings and issued a determination that the property located at 709 Albany Rd., is unsafe; and

WHEREAS, pursuant to the determination of the Chief City Marshall and Building Official the City of Bainbridge has previously ordered the owner of the property located at 709 Albany Rd., Bainbridge, Georgia; to either repair, alter, improve, or demolish the structure located on the property; and

WHEREAS, the owner of such property has failed to comply fully with such order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Bainbridge that the City Manager of the City of Bainbridge is hereby authorized and directed to demolish the structure (s) and clean up the property located at 709 Albany Rd., being more particularly described as 709 Albany Rd., Bainbridge, Georgia 39817.

SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Bainbridge in conflict herewith be and the same hereby are repealed for purposes of this ordinance only.

SECTION III

BE IT FURTHER ORDAINED that the provisions of the ordinance shall not be made a part of the official codified ordinances of the City of Bainbridge but shall nevertheless be made a part of the public minutes of the City of Bainbridge.

SECTION IV

This ordinance was introduced and read at the lawful meeting of the Council of the City of Bainbridge held on September 20th, 2022, a Public Hearing on the

Ordinance was held on October 18th, 2022 and the Ordinance was adopted by a majority vote of the City Council during its regular meeting of October 18th, 2022.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, CLERK

CITY SEAL

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 711 ALBANY RD., OWNED BY WILLIE B. DAVIS & MAE L. & CLEMON JONES AND DECATUR COUNTY TAX COMMISSIONER'S OFFICE TO PROVIDE THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

SECTION I

WHEREAS, pursuant to Section 14-1 (3) c of the City of Bainbridge Municipal Code (the "Code"), Chief City Marshall and Building Official Keith Pollock has inspected the property, filed notices, held hearings and issued a determination that the property located at 711 Albany Rd., is unsafe; and

WHEREAS, pursuant to the determination of the Chief City Marshall and Building Official the City of Bainbridge has previously ordered the owner of the property located at 711 Albany Rd., Bainbridge, Georgia; to either repair, alter, improve, or demolish the structure located on the property; and

WHEREAS, the owner of such property has failed to comply fully with such order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Bainbridge that the City Manager of the City of Bainbridge is hereby authorized and directed to demolish the structure (s) and clean up the property located at 711 Albany Rd., being more particularly described as 711 Albany Rd., Bainbridge, Georgia 39817.

SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Bainbridge in conflict herewith be and the same hereby are repealed for purposes of this ordinance only.

SECTION III

BE IT FURTHER ORDAINED that the provisions of the ordinance shall not be made a part of the official codified ordinances of the City of Bainbridge but shall nevertheless be made a part of the public minutes of the City of Bainbridge.

SECTION IV

This ordinance was introduced and read at the lawful meeting of the Council of the City of Bainbridge held on September 20th, 2022, a Public Hearing on the

Ordinance was held on October 18th, 2022 and the Ordinance was adopted by a majority vote of the City Council during its regular meeting of October 18th, 2022.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, CLERK

CITY SEAL

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 805 W. COLLEGE ST., OWNED BY ANDREW BRYAN DOSS AND DECATUR COUNTY TAX COMMISSIONER'S OFFICE TO PROVIDE THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

SECTION I

WHEREAS, pursuant to Section 14-1 (3) c of the City of Bainbridge Municipal Code (the "Code"), Chief City Marshall and Building Official Keith Pollock has inspected the property, filed notices, held hearings and issued a determination that the property located at 805 W. College St., is unsafe; and

WHEREAS, pursuant to the determination of the Chief City Marshall and Building Official the City of Bainbridge has previously ordered the owner of the property located at 805 W. College St., Bainbridge, Georgia; to either repair, alter, improve, or demolish the structure located on the property; and

WHEREAS, the owner of such property has failed to comply fully with such order.

NOW, THEREFORE, BE IT ORDAINED by the City Council of The City of Bainbridge that the City Manager of the City of Bainbridge is hereby authorized and directed to demolish the structure (s) and clean up the property located at 805 W. College St., being more particularly described as 805 W. College St., Bainbridge, Georgia 39819.

SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Bainbridge in conflict herewith be and the same hereby are repealed for purposes of this ordinance only.

SECTION III

BE IT FURTHER ORDAINED that the provisions of the ordinance shall not be made a part of the official codified ordinances of the City of Bainbridge but shall nevertheless be made a part of the public minutes of the City of Bainbridge.

SECTION IV

This ordinance was introduced and read at the lawful meeting of the Council of the City of Bainbridge held on September 20th, 2022, a Public Hearing on the Ordinance was held on October 18th, 2022 and the Ordinance was adopted by a majority vote of the City Council during its regular meeting of October 18th, 2022.

BY: _____
EDWARD REYNOLDS, MAYOR

ATTEST: _____
ALLIE GODWIN, CLERK

CITY SEAL

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

September 13, 2022

6:00 p.m.

City Council Chambers

MINUTES

MEMBERS PRESENT: Frank Flowers, John Marshall, Keenan Adams, Valerie Stubbs

MEMBERS ABSENT: Zach McLendon, Alan Davis, Lachanda Mackey

OTHERS PRESENT: Steve O'Neil

I. CALL TO ORDER

Chairman Frank Flowers called the meeting to order at 6:00 P.M. then gave the invocation.

II. APPROVAL OF MINUTES OF PREVIOUS MEETING

Minutes from the August 9, 2022, meeting were presented to the Planning Commission. Commissioner Marshall made a motion to approve the minutes, seconded by Commissioner Adams and passed unanimously.

III. NEW BUSINESS

ITEM 1: CU-2022-004: Applicant Carolyn Cheatem is requesting a conditional use for a hair salon at 621 S. West St. The property is 0.46 acres and is zoned Office-Professional (O-P).

Ms. Cheatem came forward and explained her conditional use request for a hair salon at 621 S. West St.

After explanation of the conditional use request, Chairman Flowers asked Mr. O'Neil for staff opinion.

Mr. O'Neil stated that he had no issues with what she was proposing, and everything would be fine.

With no more discussion, Chairman Flowers called for a motion.

Commissioner Marshall made a motion to except the conditional use. The motion was seconded by Commissioner Stubbs and passed unanimously.

IV. Old Business: Discussion of variance criteria language

Mr. O'Neil explained the variance criteria language and there was a brief discussion about it. All the commissioners agreed on the language.

V. **Adjournment:** There being no more business, the meeting was adjourned.

Dr. Frank Flowers, Chairman

BAINBRIDGE-DECATUR

PLANNING COMMISSION

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

September 13th, 2022

6:00 p.m.

City Hall Council Chambers

- I. DETERMINATION OF A QUORUM
- II. CALL TO ORDER AND INVOCATION
- III. APPROVAL OF MINUTES OF PREVIOUS MEETING
- IV. NEW BUSINESS:
- V. **ITEM 1: CU-2022-004:** Applicant Carolyn Cheatem is requesting a conditional use for a hair salon at 621 S. West St. The property is 0.46 acres and is zoned Office-Professional (O-P).
- VI. OLD BUSINESS
 - a. Discussion of variance criteria language
- VII. ADJOURNMENT

101 South Broad Street | Bainbridge, Georgia 39817
P.O. Box 158 | Bainbridge, Georgia 39818
(P) 22.248.2000 | (F) 22.246.7311 | www.bainbridgcity.com

BAINBRIDGE-DECATUR COUNTY PLANNING COMMISSION

August 9th, 2022

6:00 p.m.

City Council Chambers

MINUTES

MEMBERS PRESENT: Frank Flowers, John Marshall, Lachanda Mackey, Keenan Adams

MEMBERS ABSENT: Zach McLendon, Valerie Stubbs, Alan Davis

OTHERS PRESENT: Steve O'Neil

I. CALL TO ORDER

Chairman Frank Flowers called the meeting to order at 6:00 P.M. then gave the invocation.

II. APPROVAL OF MINUTES OF PREVIOUS MEETING

Minutes from the July 12th, 2022 meeting were presented to the Planning Commission. Commissioner Mackey made a motion to approve the minutes, seconded by Commissioner Marshall and passed unanimously.

III. NEW BUSINESS

ITEM 1: VAR-2022-003: Applicant Hope Farms is requesting a variance from Section 9.3.4 of the zoning Ordinance regarding parking lots to be of a hard surface with a pavement or concrete binder. The property is 1.93 acres and is zoned O-P.

No one was present to speak on behalf of Hope Farms. Mr. O'Neil presented the request submitted by Hope Farms. Chairman Flowers expressed concerns of showing favoritism by granting the variance having never granted a variance for this type of request before. Chairman Flowers explained that the criteria has to be justified by at least one of the criteria for reviewing variances. Chairman Flowers further explained that the planning commission has to be very careful, even though the applicant is a non-profit, about allowing expense cutting measures without a justifiable reason. Commissioner Marshall asked if the Planning Commission allowed the variance, would it become a precedent. Chairman Flowers explained that that was a possibility. Criteria "d" was discussed as a possible criteria that could justify the variance. It was further discussed that trying to justify the variance based on criteria "d" was still a stretch due to the applicant looking for cost savings as the primary motivation for requesting the variance.

With no more discussion, Chairman Flowers called for a motion.

Commissioner Marshall made a motion to deny the variance because there was no clear indication that any of the criteria for a variance could be justified. The motion was seconded by Commissioner Adams and passed unanimously. Variance was denied.

ITEM 2: PPLAT-RESSUB-2022-002: Applicant WCP III, LLC is requesting approval of a preliminary plat for a residential development (townhomes) on a portion of parcel 00900016. The property to platted is 3.88 acres and is zoned Planned Unit Development (PUD).

Chairman Flowers presented the application asked for anyone to come forward and present on behalf of the applicant. Mr. Phillip Santora of Northstar Engineering came forward and explained the request. Chairman Flowers asked how many units would be constructed and Mr. Santora said 42 units would be constructed. Mr. O'Neil explained that even when Southgate was originally designed in circa 2007 the acreage in question was designated as future townhomes and the current developer is continuing that push for townhomes. Mr. O'Neil explained the city was still in the development plan review process and that should be finished in the next couple of days.

With no more discussion, Chairman Flowers called for a motion.

Commissioner Adams made a motion to approve the Preliminary Residential Plat. The motion was seconded by Commissioner Marshall and passed unanimously.

IV. Old Business: Mr. O'Neil presented variance criteria from ordinances of other communities in the surrounding area. Further discussion continued as to how to proceed with looking onto making changes. Planning Commission asked Mr. O'Neil to continue researching and to present options and the discussion will continue.

V. Adjournment: There being no more business, the meeting was adjourned.

Dr. Frank Flowers, Chairman



P.O. Box 158
Bainbridge, Ga. 39818

www.bainbridgecity.com

Phone: 229-248-2000
Fax: 229-246-7311

APPLICATION #: _____

FEE: \$100.00

CONDITIONAL USE APPLICATION

NOTICE: State Law O.C.G.A. 36-66-4 requires, "a local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action at least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation, within the territorial boundaries of the local government, a notice of hearing."

Said notice shall state the time, place, and purpose of the hearing; therefore, applicants must submit their complete application, an application complying with the procedural requirements of the city's zoning ordinance and found to be complete with regard to application materials, payment of fees, supportive material and any other application requirements specified prior to the newspaper public notice advertising deadline date needed to fulfill the requirements of O.C.G.A. 36-66-4. The zoning administrator and/or his representative shall have at least 10 days prior to the advertising deadline date to determine whether an application is complete and eligible for advertisement. Applications submitted less than 10 days prior to the advertising deadline date are not guaranteed to be reviewed or included in the required advertising. Such applications shall be held until the next application cycle.

APPLICATION INFORMATION

APPLICANT(S): Carolyn Cheatem
ADDRESS: 128 Heritage C. Circle Brinson, Ga 39825
PHONE: (229) 205-0979

PROPERTY INFORMATION

PROPERTY OWNER(S): Steve Elrod
ADDRESS: 623 S. West St Bainbridge, GA 39819
PHONE: 229-246-1685
LOCATION OF SUBJECT PROPERTY: 621 S. West St
Bainbridge, GA 39819

PROPERTY INFORMATION (continued)

TAX MAP: B0350097 PARCEL: _____ SIZE (ACRES): .46

ZONING DESIGNATION OF SUBJECT PROPERTY: Office - Professional

PROPOSED USE OF PROPERTY (BRIEF): Salon

REQUIREMENTS FOR CONDITIONAL USE REQUESTS

Conditional use request applications *must* include the following:

- 1. APPLICATIONS REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.1) Page 5

- 2. PLAN REQUIREMENTS
(ZONING ORDINANCE TABLE 14.2.2) Page 5

- 3. ANALYSIS REQUIREMENTS (Forms provided on page 3)
(ZONING ORDINANCE TABLE 14.2.3) Page 6

<p style="text-align: center;"><u><i>Steve Elrod</i></u> Property Owner Signature</p> <p style="text-align: center;"><u>8/4/22</u> Date</p>	<p style="text-align: center;"><u>Carolyn Cheatem</u> Submitted By:</p> <p style="text-align: center;"><u>Aug. 4th of 2022</u> Date</p>
---	--

<u>DEPARTMENT USE ONLY</u>	
SUBMITTAL DATE: _____	DATE CERTIFIED COMPLETE: _____
_____ Department Representative Signature	

CONDITIONAL USE APPLICATION

TABLE 14.2.3
ANALYSIS REQUIREMENTS

1. Existing use(s) of subject property: Office space
2. Existing zoning of property contiguous with or located within 100 feet of subject property: UR-9,
UR-6, O-P
3. Does the proposed conditional use request permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)? Yes No
Explain: _____

4. Will the proposed conditional use result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools? Yes No
Explain: _____

5. Is the proposed conditional use in conformity with the policy and intent of the comprehensive plan* including use element? Yes No
6. Are there other existing or changing conditions affecting the use and development of property which give supporting grounds for either approval or disapproval of the proposal? Yes No
7. Does the property to be affected by the proposed conditional use have a reasonable economic use as currently zoned? Yes No

*A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the City Hall map room and on the city's website at www.bainbridgecit.com.

**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Application Requirement	Conditional Use
Application fee as established by resolution	Required - \$100.00
Application form furnished by the zoning administrator, including the applicant's signature and the property owner's signature	Required <i>CONDITIONAL USE APPLICATION</i>
Legal description of the property	Required
A survey plat of the property prepared by a registered land surveyor or, if the property is recorded on an existing plat in the land records of Decatur County, a copy of the correct county tax map found in the current tax mapping system of the county	Required
Letter of intent describing the proposed use of the property and/or other action requested	Required
Site plan of the property at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements (see Section 14.2.8, "Plan Requirements")	Required
Description of efforts of any special conditions voluntarily made a part of the request	Required
Other information required by the zoning administrator	Maybe

**TABLE 14.2.1
APPLICATION REQUIREMENTS**

Site Plan Requirement	Conditional Use
Footprints of existing and proposed buildings and structures	Required
Dimensions and locations of parking areas including internal circulation and driveway approaches	Required
Tree protection survey (if applicable)	Maybe
Dimensions and general location of any landscaping and/or buffers (if applicable)	Required
Preliminary drainage plans (if applicable)	Required
Method of water supply and sewage disposal if not available on-site (if applicable)	Required
Dimensional requirements by zoning district	Required
Specific use provisions (if applicable)	Required
General dimensional provisions (if applicable)	Required
General development requirements (if applicable)	Required
Application requirements (if applicable)	Required
Other Information as required by the Zoning Administrator	Maybe

**TABLE 14.2.3
ANALYSIS REQUIREMENTS**

Criteria Required to be Analyzed by Applicant and Review Bodies	Application for Conditional Use
1. Existing use(s) and zoning of subject property	Required
2. Existing zoning of nearby property	Required
3. Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property (existing land use)	Maybe
4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools	Required
5. Whether the proposal is in conformity with the policy and intent of the comprehensive plan including land use element ***	Required
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal	Required
7. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned	Required

*** A copy of the city's future land use element (map and narrative), part of the city's adopted comprehensive plan, is available for public review inside the map room at City Hall.

BAINBRIDGE-DECATUR

PLANNING COMMISSION

FUTURE LAND USE DESIGNATION: Office-Professional

Analysis

The applicant's request to utilize a space for a Hair Salon in an Office-Professional district should not prove to be detrimental to surrounding properties/businesses and traffic impact will be minimal.

Recommendation

Planning Staff recommend approval of the applicants conditional use request for a Hair Salon at 621 S. West St.

Bainbridge

Section 15.2.7. Criteria for Approval of Variances.

Any applicant requesting consideration of a variance to any provision of this zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The planning commission shall not approve the variance application unless it shall have adopted findings that one or more of the following conditions exist. The Planning Commission may authorize upon appeal in specific cases such variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done; provided, however, that a variance shall not be granted for a use of land or building or structure that is prohibited by this ordinance in the district in question. Such variance may be granted in an individual case upon a finding by the Planning Commission that the following exists:

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
- (d) The requested variance will be in harmony with the purpose and intent of this zoning ordinance and will not be injurious to the neighborhood or to the general welfare.
- (e) The special circumstances are not the result of the actions of the applicant.
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed.
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Provided that the Planning Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood. Wherever the Planning Commission shall find, in the case of any permit granted pursuant to the provisions of this article, that any of the terms, conditions or restrictions upon which such permit was granted are not being complied with, the Planning Commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

A RESOLUTION TO AMEND SECTION 15.2.7 OF THE BAINBRIDGE ZONING ORDINANCE TO ADDRESS THE CRITERIA FOR APPROVAL OF VARIANCES.

WHEREAS, the City of Bainbridge, Georgia hereby declares it to be the purpose and intent of this Resolution to modify the criteria for the approval of variances within the City of Bainbridge.

WHEREAS, This Resolution is adopted as part of strategy to firm up the existing language to protect health, safety and general welfare of the City of Bainbridge.

WHEREAS, the Bainbridge-Decatur County Planning Commission has reviewed alternatives to the current language and have come to a decision on the changes that need to occur.

WHEREAS, planning staff have advertised a public hearing as per requirements and made copies of the proposed text amendments available to the public.

WHEREAS, the proposed language is as follows:

Section 15.2.7. Criteria for Approval of Variances.

~~Any applicant requesting consideration of a variance to any provision of this zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The planning commission shall not approve the variance application unless it shall have adopted findings that one or more of the following conditions exist. The Planning Commission may authorize upon appeal in specific cases such variance from the terms of these regulations as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of these regulations will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of these regulations shall be observed, public safety and welfare secured, and substantial justice done; provided, however, that a variance shall not be granted for a use of land or building or structure that is prohibited by this ordinance in the district in question. Such variance may be granted in an individual case upon a finding by the Planning Commission that the following exists:~~

- (a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.

- (b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
- (c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
- (d) The requested variance will be in harmony with the purpose and intent of this zoning ordinance and will not be injurious to the neighborhood or to the general welfare.
- (e) The special circumstances are not the result of the actions of the applicant.
- (f) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed.
- (g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

Provided that the Planning Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood. Wherever the Planning Commission shall find, in the case of any permit granted pursuant to the provisions of this article, that any of the terms, conditions or restrictions upon which such permit was granted are not being complied with, the Planning Commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

This Resolution shall be effective immediately upon its adoption by City Council.

SO ORDAINED BY THE BAINBRIDGE CITY COUNCIL ON THE _____ DAY OF _____, 2022

Edward Reynolds, Mayor

Allie Godwin, City Clerk

BID SHEET
FISCAL YEAR 2021/2022
DEMOLITION

BID DUE DATE: September 12, 2022 by 2:00 P.M. Eastern Standard Time

Having read and understood the instructions, terms, conditions, specifications, and invitation to bid, we submit the following: **Pricing is per square foot of structure.**

Name of Firm: Superior Industrial Services, Inc.

Address: 1312 Ogerita St. Bainbridge, GA 39817

Contact Person: Michael Hartell - 229-400-3131

BIDS

Residential (50-1500 sq. ft.) \$ 5.⁵⁰ sf

Residential (1501 sq. ft. – 3000 sq. ft.) \$ 4.⁵⁰ sf

Residential (3001 sq. ft. – 5000 sq. ft.) \$ 4.⁰⁰ sf

Residential (over 5001 sq. ft.) \$ 3.⁰⁰ sf

Commercial (100 – 5000 sq. ft.) \$ 10.⁰⁰ sf

Commercial (5001 - 10,000 sq. ft.) \$ 9.⁰⁰ sf

Commercial (10,001 – 20,000 sq. ft.) \$ 8.⁰⁰ sf

Commercial (over 20,000 sq. ft.) \$ 6.⁵⁰ sf

Unattached Accessory Structures: Up to 250 sq. ft. \$ 6.⁵⁰ sf

Unattached Accessory Structures: 250 sq. ft. to 750 sq. ft. \$ 5.⁵⁰ sf

THIS DOCUMENT MUST BE RETURNED!

BID SHEET
FISCAL YEAR 2021/2022
DEMOLITION

BID DUE DATE: September 12, 2022 by 2:00 P.M. Eastern Standard Time

Having read and understood the instructions, terms, conditions, specifications, and invitation to bid, we submit the following: **Pricing is per square foot of structure.**

Name of Firm: HALL CONTRACTING & DESIGN

Address: 329 E. WATER STREET - SUITE 1

Contact Person: CHIP HALL

BIDS

Residential (50-1500 sq. ft.) 6.50

Residential (1501 sq. ft. – 3000 sq. ft.) 6.25

Residential (3001 sq. ft. – 5000 sq. ft.) 6.00

Residential (over 5001 sq. ft.) 9.00

Commercial (100 – 5000 sq. ft.) 8.50

Commercial (5001 - 10,000 sq. ft.) 8.00

Commercial (10,001 – 20,000 sq. ft.) 7.00

Commercial (over 20,000 sq. ft.) 6.50

Unattached Accessory Structures: Up to 250 sq. ft. 7.00

Unattached Accessory Structures: 250 sq. ft. to 750 sq. ft. 6.50

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BID SHEET
FISCAL YEAR 2021/2022
DEMOLITION

BID DUE DATE: September 12, 2022 by 2:00 P.M. Eastern Standard Time

Having read and understood the instructions, terms, conditions, specifications, and invitation to bid, we submit the following: **Pricing is per square foot of structure.**

Name of Firm: Kelley's Southern Land Clearing

Address: 254 Susie McGranie Rd Sparks Ga 31647

Contact Person: Will Kelley - 229.560.0833

BIDS

Residential (50-1500 sq. ft.) \$ 6.00

Residential (1501 sq. ft. – 3000 sq. ft.) \$ 5.50

Residential (3001 sq. ft. – 5000 sq. ft.) \$ 5.25

Residential (over 5001 sq. ft.) \$ 5.00

Commercial (100 – 5000 sq. ft.) \$ 5.50

Commercial (5001 - 10,000 sq. ft.) \$ 5.25

Commercial (10,001 – 20,000 sq. ft.) \$ 5.00

Commercial (over 20,000 sq. ft.) \$ 5.00

Unattached Accessory Structures: Up to 250 sq. ft. \$ 6.00

Unattached Accessory Structures: 250 sq. ft. to 750 sq. ft. \$ 6.00

THIS DOCUMENT MUST BE RETURNED!



BID TABULATION

September 13, 2022

TRANSIT VAN/PORTABLE PIPELINE INSPECTION SYSTEM

<u>COMPANY</u>		<u>TOTAL BID PRICE</u>
Adams Equipment Co. Austell, GA	2023 Ford T350 Transit High Roof Van 2023 Rausch Mobile Pro Portable System Delivery: 300 days after the order is placed.	\$189,621.00
Cues, Inc. Orlando, FL	2022 Ford Transit Van Cues K-2 Dolly Delivery: 120 days after order is placed.	\$318,149.00
Jet-Vac Atlanta, GA	DOES NOT MEET SPECS	
Wade Ford Smyrna, GA	Came in after deadline for bid opening	

Sewer Department

Award to be made to: #1
Adams Equipment
Austell, GA