

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
January 5, 2016 at 10:00 AM

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Whitener announced that the rules of procedures were available at the Council desk.

4) Approval of Minutes:

a) Council Member Rodney Kendall made a motion to approve the December 1, 2015 Council Meeting Minutes which included Executive Session Minutes. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

b) Council Member Rodney Kendall made a motion to approve the December 8, 2015 Council Meeting Minutes which included Executive Session Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

5) GMA Direct Installment Program for Police Tag Scanner & GMA Resolution for Supplemental Leases:

The Mayor and Council were presented copies of the GMA Direct Installment Program for Police Tag Scanner and the GMA Resolution for Supplemental Leases. Mayor Whitener explained the fee schedule associated with the lease program. Council Member Rodney Kendall made a motion to pass the GMA Resolution for Supplemental Leases (attached). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

6) CDBG Orchard Blvd Project-Angela Steedley:

Angela Steedley discussed reapplying for the Community Development Block Grant in the area of Orchard Blvd since the City was not awarded for the fiscal year of 2015. Ms. Steedley announced that the deadline to reapply is April 1, 2016. There was a short discussion among Ms.

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Steedley, Mayor Whitener, the Council and Utility Billing Supervisor Rebecca Harkins. During their discussion the time limit expired. Council Member Rodney Kendall made a motion to allow more time for Ms. Steedley to complete her discussion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After further discussion, Ms. Steedley stated that her fee for resubmittal of the application would be \$4,000. Carter & Sloope representative Matt Smith stated that there would be no additional cost from Carter & Sloope and that they would only be paid if the grant was awarded to the City. Ms. Steedley confirmed that the resident surveys from the last submittal could be used since it was from a consecutive year and that if the Council did not resubmit their application this year then the City would need to collect new surveys the next time they decided to apply for the CDBG. Ms. Steedley also suggested that Blue Ridge become a Water First Community in order to receive additional scoring points on its application. Mr. Smith offered to send the City the requirements of a Water First Community. It was agreed to further discuss the topic at the next meeting.

7) Carter & Sloope Task Releases-Matt Smith:

The Mayor and Council were given Task Releases 1-5 that covered multiple projects within the City. Council Member Rodney Kendall made a motion to allow Matt Smith additional time in order to complete his entire presentation/discussion. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mr. Smith discussed/explained the task releases. Mr. Smith informed the Mayor and Council that the surveying team has completed most of their work but that he is waiting to receive their video. He mentioned a conversation he had with a crew member and stated that Mountain Street may be a problem area because he fears that there may be a break in the lines underneath Mountain Street. Mr. Smith briefly discussed Department of Transportation permitting and railroad right of way. Mayor Whitener asked David Goodspeed, a member of the audience, to speak. Mr. Smith discussed options of repairing the lines with the Mayor and Council. Mayor Whitener mentioned gathering easements in the downtown area for Mr. Smith. Council Member Angie Arp stated that the Council did not want to delay repaving East Main Street. Mr. Smith stated that there is a lot involved in the East Main Street project which could easily cost three million dollars. He stated that if all the Council did was repave East Main Street it would cost three to four hundred thousand dollars. The Mayor, Council and Mr. Smith continued to discuss the projects on hand before a motion was made by Council Member Rhonda Thomas. Council Member Rhonda Thomas made a motion to move forward with Task Release No. 1. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to move forward with Task Release No. 2. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to move forward with Task Release No. 3. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to move forward with Task Release No. 4. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to move forward with Task Release

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No. 5. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. A copy of each Task Release is attached.

8) Commitment Letter for Bobby Davis-Matt Smith:

City Clerk Kelsey Ledford explained that Matt Smith and City Attorney David Syfan were needing additional direction from the Mayor and Council in order to proceed with the proposed commitment letter. Matt Smith spoke briefly about the need for answers to Mr. Syfan's email stating the questions. Council Member Angie Arp stated that there were several questions and that she would like to have some time to look over them. Mayor Whitener stated that she would make a follow up call to Bobby Davis.

9) IT in a box (Sophicity):

Council Member Rodney Kendall made a motion to continue using Sophicity. The motion was seconded by Council Member Angie Arp. The Council voted 4-0, Council Member Harold Herndon was not present at the time the vote was taken.

10) Bo Chance/City of Blue Ridge Contract:

City Clerk Kelsey Ledford asked the Council to make a motion to either approve the contract or not and then give her permission to send the contract to the property owners. Council Member Rodney Kendall made a motion to approve the contract (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. This contract is for the lease of a vacant lot on Depot Street across from City Hall that the City intends to use for additional parking.

11) Sign Moratorium Resolution:

Mayor Whitener read the Sign Moratorium Resolution (attached) and an email from City Attorney David Syfan (attached) aloud. Council Member Rodney Kendall made a motion to adopt the Sign Moratorium Resolution. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0, Council Member Angie Arp was not present at the time the vote was taken.

12) Fannin County & Cities Joint Comprehensive Plan:

Mayor Whitener briefly spoke about the Fannin County & Cities Joint Comprehensive Plan. Mayor Whitener asked Angela Steedley to comment.

13) Jarrard & Davis, LLP (Mayor and Council Investigation) Invoice Approval:

The Mayor and Council were presented an invoice from Jarrard & Davis, LLP in the amount of \$4,409.40 (attached) for approval. Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

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14) Planning Commission Recommendation in Reference to GWG Investments, Inc. (minor land use map amendment):

Mayor Whitener read the Planning Commission Recommendation (attached) aloud. Council Member Rodney Kendall stated that he would like to speak to Roy Parsons before making a decision. Council Member Rodney Kendall made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

15) Zoning Map Ordinance Amendment (First Reading):

Council Member Rodney Kendall made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

16) Red Flag Ordinance (First Reading):

Council Member Rodney Kendall made a motion to approve the first reading of the Red Flag Ordinance. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

17) Abandonment of Willingham Circle:

The Mayor and Council discussed the abandonment of Willingham Circle. Council Members Angie Arp and Rodney Kendall stated that they felt like the City should receive some compensation for abandoning the street. There was discussion about how the City received the street and about getting an appraisal for the property. Council Member Rodney Kendall made a motion to table the topic. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

18) The Naming of the Intersection of HWY 515 and Orvin Lance Connector (Sgt. Lentz):

Mayor Whitener discussed the naming of the intersection of HWY 515 and Orvin Lance Connector after Sgt. Lentz. Mayor Whitener explained that the intersection is to be renamed by the state but that the City should do a resolution. Council Member Rodney Kendall made a motion to have a resolution drawn up to rename the intersection after Sgt. Lentz. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

19) H&D Supply Purchase Approval:

The Mayor and Council were presented a purchase order for the purchase of \$3,724.10 in Water Department supplies (attached). Council Member Rodney Kendall made a motion to approve the purchase. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

20) Johnson Paving Invoice Approval:

The Mayor and Council were presented an invoice from Johnson Paving in the amount of \$4,200.00 for various asphalt patching and repair in the area of Mountain Tops (attached).

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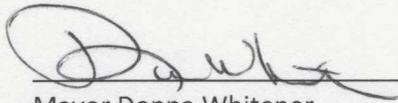
Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

21) Executive Session—Depot Lease:

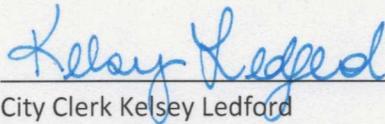
Mayor Whitener stated that an executive session was not needed because the attorneys for the City and the Railroad are in the process of negotiating.

22) Adjournment:

Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford

February 2, 2016

Approved





President

Mike Bordker
Mayor, Johns Creek

First Vice President

Edna Jackson
Mayor, Savannah

Second Vice President

Boyd Austin
Mayor, Dallas

Third Vice President

Dorothy Hubbard
Mayor, Albany

Immediate Past President

Keith Brady
Mayor, Newnan

Executive Director

Lamar Norton

December 17, 2015

Ms. Alicia Stewart
Finance Director
City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513

RE: Direct Installment Program

Dear Ms. Stewart:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by January 15, 2016 to guarantee the 3.49% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

Darin Jenkins
Financial Services Program Manager

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. The lender will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated July 22, 2013, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Lessee has received, tested, and finally accepted the Property;
 - (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-

60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;

- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Blue Ridge 480 West First Street Blue Ridge, GA 30513-4678 Attn: Finance Director (706) 632-2091	Enclosed	\$21,620.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to BB&T Governmental Finance, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: _____, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)



City of Blue Ridge

Signed By: *Donna Whitener*
City Manager or Mayor

Print Name: Donna Whitener

Attested By: *Kelsey Ledford*
City Clerk

Print Name: Kelsey Ledford

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement
(Schedule G will be completed by GMA)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Police tag scanner		\$21,620.00

SCHEDULE B

BB&T Governmental Finance
Draft Amortization Schedule

City of Blue Ridge
Vigilant License Plate Reader
9910002810-00004 *Please list this number on insurance certificate*

Compound Period : Annual

Nominal Annual Rate : 3.490 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/18/2016	21,620.00	1		
2 Payment	01/18/2016	5,686.22	4	Annual	01/18/2019

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/18/2016				21,620.00
1	01/18/2016	5,686.22	0.00	5,686.22	15,933.78
2	01/18/2017	5,686.22	556.09	5,130.13	10,803.65
3	01/18/2018	5,686.22	377.05	5,309.17	5,494.48
4	01/18/2019	5,686.22	191.74	5,494.48	0.00
Grand Totals		22,744.88	1,124.88	21,620.00	

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated July 22, 2013 and Lease Supplement (the "Lease Supplement") dated _____, 2016, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Blue Ridge (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: _____

City of Blue Ridge

Signed by: Donna Whitener

Print Name: Donna Whitener

Title: Mayor

Attested By: Kelsey Ledford

Print Name: Kelsey Ledford

Title: City Clerk

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

SCHEDULE D

Form **8038-GC**
 (Rev. January 2012)
 Department of the Treasury
 Internal Revenue Service

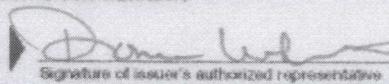
**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)
 Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Blue Ridge	2 Issuer's employer identification number (EIN) 58-601380	
3 Number and street (or P.O. box if mail is not delivered to street address) 480 West First Street	Room/suite	
4 City, town, or post office, state, and ZIP code Blue Ridge, GA 30513	5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. Alicia Stewart, Finance Director	7 Telephone number of officer or legal representative (706) 632-2091	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$21,620
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a \$21,620
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions) Police tag scanner	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(ii) (small issuer exception), check this box <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: BB&T Governmental Finance	
13 Vendor's or bank's employer identification number: 56 1074313	

Signature and Consent Under penalty of perjury, I declare that I have examined this return and accompanying schedule(s) and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative:  Date: _____ Type or print name and title: Donna Whitener, Mayor

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			Phone no.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.
Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of July 22, 2013, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The Mayor of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Police tag scanner (the "Leased Property") in the amount of \$21,620.00; said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or
(check applicable box)
 An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Blue Ridge, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the January 5, 2016, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this January 6, 2015.

(SEAL)

Kelany Dledge
City Clerk

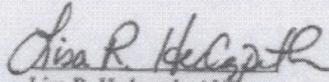


STATE OF NORTH CAROLINA
COUNTY OF WILSON

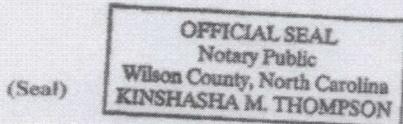
AFFIDAVIT OF LISA R. HEDGPETH

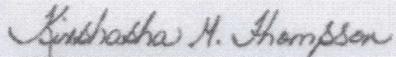
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.


Lisa R. Hedgpeth, AVP
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.




NOTARY PUBLIC
Printed Name: Kinshasha M. Thompson
My Commission Expires: 10/2/2012

Task Release

THIS 5 day of January 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated 12-17-15, ~~2016~~, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Downtown Improvements, Storm Drainage Ditch

A. More specifically, the project includes replacement of storm drainage pipes, box culverts, and other structures along the primary drainage ditch through the downtown Blue Ridge area. The limits of this project area are from just west of West Main Street (beside Country Stitches) across West Main Street, the railroad tracks, Roberts Way, and Mountain Street to a point along East Main Street approximately 950 LF northeast of Mountain Street where the drainage structures end and the creek begins.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

A. Preliminary engineering and concept development
B. Design for the storm drainage ditch improvements
C. Permitting with local issuing authority, EPD, and US Army Corps of Engineers

2.2 Design Phase:

A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
B. Engineering design and production of plans including the following components:
1. Surveying for project route.

2. Plan view sheets that identify locations of existing utilities and proposed storm drainage improvements.
 3. Profile Plans identifying the proposed storm drainage/ditch alignment with respect to existing and proposed grades, utilities and roadway infrastructure.
 4. Project specific notes, details, and reports to support the design of the proposed utility improvements as needed.
- C. Coordinate design with EPD, US Army Corps of Engineers, and local issuing authority representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
- D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4 Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.

- D. Review contractor's pay estimates and make recommendations for payment.
- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.
- G. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Preliminary Engineering	\$ 7,500.00
B	Engineering Design Phase*	\$ 38,250.00
C	Bid/Construction Phase*	\$ 16,350.00
D	Permitting (Land Dist., EPD, USACE, etc.)**	\$ 10,000.00
TOTAL FEE		\$ 72,100.00

*Proposed Engineering Design/Bid/Construction Admin Fee is 8.4% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a \$650,000 construction amount.

**Permitting fee assumes that an Individual Permit will not be required by the US Army Corps of Engineers. If an IP is required, additional fees will need to be negotiated.

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of Seventy two thousand, one hundred and 00/100 dollars (\$ 72,100.00) for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. **The Primary Contacts:**

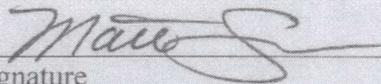
6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 770-479-8782
Name Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Donna Whitener 706-455-8280
Name Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
 Signature	 Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>January 5</u> , 20 <u>16</u>

Task Release

THIS 5 day of January 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated 12-17-15, ~~2016~~, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Downtown Improvements, East Main Street

A. More specifically, the project includes the replacement of existing utility lines (water, sanitary sewer, and storm drainage), curb and gutter, sidewalks, parking spaces, and the asphalt roadway along East Main Street from the Mountain Street intersection to the Depot Street intersection.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
- B. Design for the improvements along East Main Street, including water line, sewer line, and storm drainage replacement as necessary, sidewalk and street replacement, and redesign of parking and pedestrian access
- C. Permitting with local issuing authority and EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
 - 1. Surveying for project route.
 - 2. Plan view sheets that identify locations of existing utilities and proposed utility, street, and sidewalk improvements.

3. Profile Plans identifying the proposed utility alignment with respect to existing and proposed grades, utilities and roadway infrastructure.
 4. Project specific notes, details, and reports to support the design of the proposed utility, street, and sidewalk improvements as needed.
- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
 - D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.
- D. Review contractor's pay estimates and make recommendations for payment.

- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.
- G. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

<u>Task</u>	<u>Description</u>	<u>Fee Basis</u>
A	Preliminary Engineering	\$ 7,500.00
B	Engineering Design Phase*	4.9% of Const Est
C	Bid/Construction Phase*	2.1% of Const Est
D	Permitting (Land Dist., EPD, etc.)	\$10,000.00
TOTAL FEE		\$

*Proposed Engineering Design/Bid/Construction Admin Fee is 7.0% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a \$2,500,000 construction amount.

**Additional engineering costs for preparation of Preliminary Engineering Reports will depend on specific funding sources. This amount can be determined once the funding sources have been approved by City Council, however, there will be a maximum of \$7,500 for all reports.

{The cost estimate will need to be completed before a final construction amount can be estimated, but for comparison purposes at this time, if the construction amount is estimated at \$2,500,000 the engineering design/bid/construction admin fee would be \$175,000 and the total fee would be \$192,500.}

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of _____ **dollars (\$xxxxxx)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.

5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

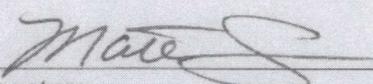
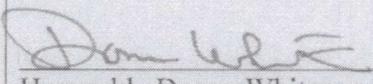
6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 770-479-8782
Name Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

 706-455-8280
Name Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
<u></u> Signature	<u></u> Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>January 5, 2016</u>

Task Release

THIS 5 day of January 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated 12-17-15, ~~2016~~, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Trackside Lane Sewage Pump Station & Gravity Sewer Replacement

A. More specifically, the project includes the replacement/upgrade of the existing gravity sewer main and sewage pump station. The gravity sewer line to be replaced starts approximately 1,500 LF west out Ballewtown Road and continues east to Hwy 515 where it turns north and runs approximately 1,200 LF along Hwy 515 before turning east again down to the sewage pump station located along Trackside Lane east of Hwy 515.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
- B. Design for the sanitary sewer pump station and gravity sewer line replacement
- C. Permitting with local issuing authority, EPD, GDOT, and US Army Corps of Engineers (and railroad if necessary)

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
 - 1. Surveying for project route.

2. Plan view sheets that identify locations of existing utilities and proposed sewer improvements.
 3. Profile Plans identifying the proposed gravity sewer alignment with respect to existing and proposed grades, utilities and roadway infrastructure.
 4. Project specific notes, details, and reports to support the design of the proposed utility improvements as needed.
- C. Coordinate design with EPD, US Army Corps of Engineers, and local issuing authority representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
 - D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.

- D. Review contractor's pay estimates and make recommendations for payment.
- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.
- G. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Preliminary Engineering	\$ 2,500.00
B	Engineering Design Phase*	\$ 25,500.00
C	Bid/Construction Phase*	\$ 10,850.00
D	Permitting (Land Dist., EPD, & GDOT)**	\$ 10,000.00
TOTAL FEE		\$ 48,850.00

*Proposed Engineering Design/Bid/Construction Admin Fee is 9.2% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a \$400,000 construction amount.

**US Army Corps of Engineers permit cost will be additional and will be determined once the final route of the improvements has been decided. The cost can vary between a Nationwide Permit and an Individual Permit. It is not expected that a railroad permit will be required, but if one is then there will be additional costs associated with the permitting.

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **Forty eight thousand, eight hundred fifty and 00/100 dollars (\$ 48,350.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 770-479-8782
Name Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Donna Whitener ~~770-479-8782~~
Name Phone 706-455-8280

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
<u>Matt S</u> Signature	<u>Donna Whitener</u> Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>January 5, 2016</u>

Task Release

THIS 5 day of January 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated 12-17-15, ~~2016~~, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Downtown West Water Main Upgrades

- A. More specifically, the project includes the replacement/upgrade of the existing water mains located in the western portion of downtown. The project area includes the following streets: West Main, West 1st, West 2nd, McKinney, Summit, and Church. Existing undersized (3/4" to 2") galvanized water mains will be replaced with minimum 6" PVC mains.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
B. Design for the water main upgrades
C. Permitting with local issuing authority and EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
1. Surveying for project route.
 2. Plan view sheets that identify locations of existing utilities and proposed water main improvements.

3. Project specific notes, details, and reports to support the design of the proposed utility improvements as needed.

C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.

D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.

B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.

C. Conduct pre-bid conference and prequalify contractors if requested by Owner.

D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.

B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.

C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.

D. Review contractor's pay estimates and make recommendations for payment.

E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.

F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.

G. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Engineering Design Phase*	\$ 19,750.00
B	Bid/Construction Phase*	\$ 8,450.00
C	Permitting (Land Dist., EPD)	\$ 5,000.00
TOTAL FEE		\$ 33,200.00

*Proposed Engineering Design/Bid/Construction Admin Fee is 9.4% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a +/- \$300,000 construction amount.

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **Thirty three thousand, two hundred and 00/100 dollars (\$ 33,200.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

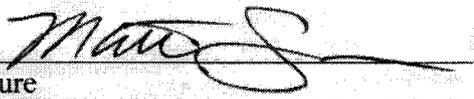
<u>Matt Smith</u>	<u>770-479-8782</u>
Name	Phone

- 6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Donna Whitener
Name

706-455-8280
Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
 Signature	 Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>January 5, 2016</u>

Task Release

THIS 5 day of January 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated 12-17-15, ~~2016~~ between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Sewage Pump Station Upgrades

A. More specifically, the project includes the upgrade of two existing sewage pump stations located on Aska Road. The existing stations will be abandoned and completely new systems will be installed on the existing properties (if size is adequate).

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering and concept development
- B. Design for the pump station upgrades
- C. Permitting with local issuing authority and EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of plans including the following components:
 - 1. Surveying for project route.
 - 2. Plan view sheets that identify locations of existing utilities and proposed sewage pump station improvements.
 - 3. Project specific notes, details, and reports to support the design of the proposed pump station improvements as needed.

- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
- D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.
- D. Review contractor's pay estimates and make recommendations for payment.
- E. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.

F. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.

G. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.
- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Preliminary Engineering	\$ 5,000.00
B	Engineering Design Phase*	6.09% of Const. Est
C	Bid/Construction Phase*	2.61% of Const. Est
D	Permitting (Land Dist., EPD)	\$ 5,000.00
TOTAL FEE		\$

*Proposed Engineering Design/Bid/Construction Admin Fee is 8.7% of Construction Estimate for work scope. Fee is based upon USDA Recommendation for Professional Engineering Services for a +/- \$500,000 construction amount. Preliminary engineering fee includes application(s) for GEFA SRF and/or GA Fund.

{The cost estimate will need to be completed before a final construction amount can be estimated, but for comparison purposes at this time, if the construction amount is estimated at \$500,000 the engineering design/bid/construction admin fee would be \$43,500 and the total fee would be \$53,500.}

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of _____ **dollars (\$ xxxxxxxx)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

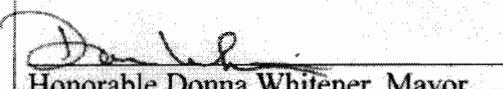
6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 770-479-8782
Name Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

Donna Whitener 706-455-8280
Name Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
 Signature	 Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>January 5, 2016</u>

LEASE AGREEMENT

State of Georgia,
County of Fannin.

This Lease Agreement is made and entered into by and between **J. Chance Investments, LLC, Cherry D. LeCornu, Gladys M. LeCornu, and Cynthia LeCornu** (hereinafter called "Landlord") and the **City of Blue Ridge, Georgia** (hereinafter called "Tenant").

1.

Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property (located at _____ Street Blue Ridge, Fannin County, Georgia

30513. A more definite description of the Premises is set forth in the lease which is attached hereto and incorporated herein by reference. The Premises are leased pursuant to the

*BO Chance
EA at
have not
Executed
Contract
Yet*

defined within Exhibit "A" of this Lease Agreement. The property described in the Premises."

Term: The term of this Lease Agreement shall be from the date of January 31, 2016 until the date that Tenant ceases to occupy the Premises. Tenant shall not be required to accept rent thereaf

*January 1, 2016 until midnight
If Tenant continues to occupy the Premises and accepts or agrees to accept rent thereaf*

either party on not less than

one month's notice will be created. Such monthly tenancies shall be upon the same terms and conditions contained in this Lease Agreement. Any notice of termination pursuant to this paragraph shall comply with Paragraph 13 of this Lease Agreement. Notwithstanding the foregoing, Landlord or Tenant, upon the giving of six months' notice to the other, may terminate this Lease Agreement for any reason or for no reason. In the event of early termination, then any advance rental payment by the Tenant to the Landlord shall be refunded by the Landlord upon a

pro rata basis. In the event of expiration of the initial term, if Tenant has complied with Tenant's duties under the lease, then the Tenant shall have the right to renew the lease for five additional renewal terms of one year each. Tenant shall give sixty (60) days' notice prior to the expiration of the original term of Tenant's intent to exercise the option to renew. Such renewal term shall be upon the same terms and conditions contained in this Lease Agreement.

3.

Rent: Rent in the amount of \$1.00 per month shall be payable, in advance, on the 1st day of each month of the lease. At the option of the Tenant, the monthly rental may be paid a year in advance. Besides the monthly rental, the Tenant agrees to maintain the premises as provided within Paragraph 4 of this Lease Agreement.

4.

Maintenance: Tenant shall be responsible for maintaining the Premises in a good state of order and cleanliness. The Premises at the start of this Lease Agreement is unimproved and has no buildings, structures, or other improvements upon the Premises. Pursuant to Paragraph 7 of this Lease Agreement, the Premises shall be used for public parking, and maintained in a condition determined in the discretion of the Tenant to be suitable for public parking. In that the use of public parking on the property will result in reasonable wear and tear of the Premises from such use, the Tenant shall have the discretion, if determined by the Tenant to be needed, to lay gravel upon and on the Premises in order to facilitate the use of the Premises for public parking. Tenant shall be responsible for routine maintenance of the Premises, in order to facilitate the use of the Premises for public parking. The routine maintenance as performed in the discretion of the Tenant, as well as any improvements such as gravel, are acknowledged by Landlord to be additional consideration for the Landlord entering into this Lease Agreement. The Premises

shall be returned in the same condition as at the beginning of the term, reasonable wear and tear accepted in light of use of the Premises for public parking.

5.

Utilities: The parties acknowledge that due to the fact that the Premises are unimproved, that there are no utilities serving the Premises and therefore there will be no utility bills regarding the Premises.

6.

Assignment: Tenant shall not assign, mortgage, or encumber this Lease Agreement nor sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. If this Lease Agreement is assigned, or if the Premises or any part thereof is sublet, or occupied by anyone other than Tenant, with Landlord's written consent, then Tenant shall remain liable as to all duties and obligations of Tenant under this Lease Agreement. The consent by Landlord to an assignment or subletting shall not be construed to relieve the substitute tenant from obtaining the consent in writing of Landlord to any further assignment or subletting.

7.

Use by Tenant: Tenant intends to use the Premises for public parking by the general public. As outlined within Paragraph 4 of this Lease Agreement, Tenant shall maintain the Premises for public parking by the general public. Tenant agrees to erect a sign or signs on the Premises that indicate that the Premises can be used for public parking by the general public, but only at the general public's own risk and only for a maximum period of any one period of time by any member of the general public of four hours. The signage to be erected by the Tenant upon the property will indicate that should a visitor using the Premises for public parking exceed the four hour limitation, then said visitor's vehicle is subject to being towed and removed from

the Premises. A breach of these terms by Tenant or Tenant's agents shall be a default of the lease by Tenant, and entitled Landlord to terminate the lease.

8.

Condemnation: If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Lease Agreement as herein provided.

9.

Default: The failure of Tenant to fully perform any of the terms or provisions of this Lease Agreement shall constitute a default. In the event of any default, Landlord shall have the right to re-enter or repossess the Premises and dispossess and remove therefrom Tenant, or other occupants thereof, and their effects, using such force as is reasonably necessary, without being liable to any prosecution therefor. In such case Landlord may, at its option, relet the Premises, or any part thereof, as the agent of Tenant, and Tenant shall pay Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such re-letting for such portion of the term. Landlord shall also have the right to recover from Tenant,

reasonable attorney's fees, due to default of Tenant, or requiring Tenant to fulfill any duty required of Tenant under this Lease Agreement.

10.

Liability: Except where caused by Landlord's affirmative act of negligence, Landlord shall not be liable for any injury or damage to persons or property occurring within the Premises. To the extent allowed by Georgia law, Tenant agrees to indemnify and hold harmless Landlord against all claims for damages to persons or property by reason of the use or occupancy of the Premises.

11.

Insurance: Tenant shall maintain liability insurance on the Premises in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.

12.

Removal of Personalty and Termination: On termination of this Agreement, all leasehold improvements shall belong exclusively to Landlord and shall not be removed by Tenant, without the prior written consent of Landlord.

13.

Notices: Any notices required to be given pursuant to the provisions of this Lease Agreement shall be sufficient if in writing and sent by United States certified mail, enclosing such notice in a postage prepaid envelope addressed to the party being given such notice at the following address of such party:

LANDLORD:

J. Chance Investments, LLC,
Cherry D. LeCoreu, Gladys M. LeCoreu,
and Cynthia LeCoreu

Blue Ridge, GA 30513

TENANT:

City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

14.

No Estate in Land: This Lease Agreement creates the relationship of Landlord and Tenant and is a usufruct. No estate is passed in the Premises by this Lease Agreement, and it is not subject to levy and sale. This Lease Agreement shall be governed in accordance with the laws of the State of Georgia.

15.

Miscellaneous:

(a) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(b) No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no customary practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

(c) This Lease Agreement shall be deemed to have been executed in the State of Georgia and shall be construed according to the laws of the State of Georgia.

(d) This writing terminates and supersedes all prior agreements between the parties hereto pertaining to the subject matter herein, whether orally or in writing, and constitutes the entire agreement between the parties hereto. This writing is subject to modification only by a

subsequent writing of equal formality with this instrument, executed by the parties hereto, and making reference to the same.

(e) The headnotes or titles to the sections of this Lease Agreement are inserted only as a matter of convenience and for reference, and in no way confine or limit the scope or content of any section of this Lease Agreement or in any way affect this Lease Agreement.

(f) Time is of the essence of this Lease Agreement.

(g) All pronouns, singular, plural, masculine, feminine, or neuter, shall mean and include the person, entity, firm, or corporation to which they relate as the context requires. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter", and the like, mean this contract in its entirety and all exhibits, amendments, and addenda attached hereto and made a part hereof.

16.

Attorneys' Fees: If either Landlord or Tenant defaults pursuant to this Lease Agreement, and said default causes the non-defaulting party to utilize an attorney to force the defaulting party to cure its default, the defaulting party shall be required to pay any reasonable attorneys' fees and costs of collection incurred by the non-defaulting party.

17.

Inspection by Landlord: Landlord may inspect the Premises at any reasonable time on prior notice to Tenant.

18.

Governmental Orders: Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, 201__.

LANDLORD

J. Chance Investments, LLC

By: _____ (SEAL)

Cherry D. LeCornu (SEAL)

Gladys M.. LeCornu (SEAL)

Cynthia LeCornu (SEAL)

Sworn to and subscribed
before me this _____ day
of _____, 201__

Notary Public
My Commission Expires:
[Affix Notary Seal]

TENANT

CITY OF BLUE RIDGE, GEORGIA

By: _____ (SEAL)
Mayor

By: _____ (SEAL)
City Clerk

Sworn to and subscribed
before me this _____ day
of _____, 201__

Notary Public
My Commission Expires:
[Affix Notary Seal]

RDS/lc/2881/W181332

A RESOLUTION NO. 2016-01-05(1)

TEMPORARY MORATORIUM RESOLUTION

A RESOLUTION TO PROVIDE ON A TEMPORARY BASIS, A MORATORIUM AS TO THE REZONING OF REAL PROPERTY OR THE ISSUANCE OF BUILDING PERMITS, OR BOTH, REGARDING THE PLACEMENT, CONSTRUCTION, INSTALLATION OR ERECTION OF PERMANENT SIGNS, OR ANY COMBINATION THEREOF, INCLUDING BUT NOT LIMITED TO BILLBOARDS, TO PROVIDE THE SPECIFIC PURPOSES TO BE ACHIEVED BY THE TEMPORARY MORATORIUM; TO PROVIDE THAT THE INTEREST OF THE PUBLIC REQUIRES THIS TEMPORARY MORATORIUM IN ORDER TO ACHIEVE PROPER PLANNING AND PROPER DEVELOPMENT FOR THE CITY OF BLUE RIDGE, GEORGIA REGARDING PERMANENT SIGNS; TO PROVIDE THAT THE MORATORIUM SHALL ONLY BE REGARDING THE PERMANENT SIGNS AS PROVIDED WITHIN THE RESOLUTION, AND ALLOWING ALL OTHER DEVELOPMENT; TO PROVIDE THAT THE MORATORIUM SHALL BE TEMPORARY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Blue Ridge finds that the number, size, design characteristics, and locations of signs in the City directly affects the public health, safety, welfare and property values within the City. The City of Blue Ridge finds recent cases regarding the First Amendment to the U.S. Constitution as to free speech have impacted the regulation of signs, and that signs within the City have become excessive, and that many signs are distracting and dangerous to motorists and pedestrians, may be confusing to the public, and substantially detract from the beauty and appearance of the City and have an adverse effect upon property values;

WHEREAS, the City of Blue Ridge finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address the above-referenced concerns through the adoption of a new comprehensive sign ordinance;

WHEREAS, the purpose and intent of the City Council of the City of Blue Ridge is to protect the health, safety, general welfare and property values of the citizens of the City, through the enactment of a comprehensive set of regulations governing signs in the City, and by the development of a proposed sign ordinance, to maintain an aesthetically attractive City in which signs are compatible with the surrounding area, to insure the protection of free speech rights under the United States and Georgia Constitutions within the City, and to regulate the erection and placement of permanent signs within the City in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers and pedestrians;

WHEREAS, the City of Blue Ridge, in order to have a comprehensive plan of regulations regarding signs within the City, needs a temporary period of 120 days in order to enact appropriate regulations within a sign ordinance regarding permanent signs and appropriate zoning provisions regarding signs;

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds that it is appropriate for the City of Blue Ridge, Georgia to impose a temporary moratorium on sign applications, rezonings as to signs or the issuance of building permits as to signs, or any combination thereof, regarding permanent signs;

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds that it is appropriate to narrowly tailor this temporary moratorium to only apply against permanent signs, but allow all other development as provided and regulated by the current ordinances of the City.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the authority of the City Charter, and the police powers authorized to the City of Blue Ridge, Georgia, as follows:

Section 1. RECITALS.

The foregoing recitals are hereby incorporated by reference into this resolution, as if they were set out fully herein.

Section 2. TEMPORARY MORATORIUM.

The City of Blue Ridge, Georgia does hereby impose a temporary moratorium on all (future) sign applications for permanent signs, and rezoning applications as to permanent signs within the City of Blue Ridge, Georgia, and as to the issuance of all building permits, as to all permanent signs, including but not limited to billboards. The term, "billboards" shall be as defined by said term's common dictionary definition, and include but is not limited to all off-premise, permanent, free standing signs typically of a standard, uniform, nationally recognized size which commonly has a sign face of approximately 300 square feet and being a sign face of 10 feet by 30 feet or 12 feet by 25 feet. The temporary moratorium shall be for a time period of 120 days beginning at the date of adoption of this resolution. The temporary moratorium shall not apply to any other type of development, or to temporary signs erected for the exercise of free speech. Temporary signs shall be easily transportable, or of such a nature that the temporary sign can be readily removed, and shall not have a permanent foundation or support. The City Council of the City of Blue Ridge, Georgia acknowledges the possibility that certain signs or applications for signs may have certain vested rights, and possibly would not be subject to this temporary moratorium. Depending upon the circumstances of the sign or the

application, the City Council will make a case-by-case determination of any vested rights regarding said signs or applications.

Section 3. PUBLIC PURPOSE OF THE MORATORIUM.

The temporary moratorium is to allow the City of Blue Ridge, Georgia a reasonable interim period of time, being 120 days, to enact a comprehensive sign ordinance pursuant thereto, enact any necessary zoning regulations, and to balance the City's interest in the aesthetics of the City, safe traffic operation, the property values of the City, and rights of free speech. Therefore, the City Council finds that it is appropriate for this temporary moratorium to be imposed, and the City Council has narrowly tailored this moratorium to achieve these purposes.

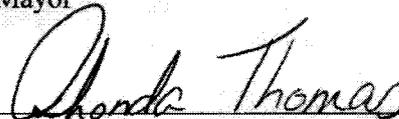
Section 4. EFFECTIVE DATE.

This resolution shall be effective upon passage.

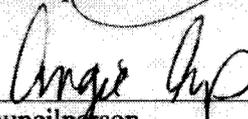
This 5th day of January, 2016.

BLUE RIDGE CITY COUNCIL

By: 
Mayor


Councilperson


Councilperson


Councilperson



Harold Hemm
Councilperson

Grace Bird
Councilperson

Attest:

Kelley Hedges
City Clerk

Kelsey Ledford

From: R. David Syfan <rds@homlaw.com>
Sent: Thursday, December 31, 2015 3:54 PM
To: Donna Whitener; Donna Whitener; Kelsey Ledford; Roy Parsons
Cc: Rodney Kendall; Rhonda Thomas; Harold Herndon; Bruce Pack; Angie Arp
Subject: FW: WestlawNext - Reed v. Town of Gilbert, Ariz.
Attachments: Reed v Town of Gilbert Ariz.rtf

Mayor, Kelsey, Roy and everyone:

I am going to send to you later today, a Council resolution that will impose a temporary moratorium on permanent signs for 120 days. I am sending this resolution to you due to the fact that the US Supreme Court changed 1st Amendment law in June of this year and this decision impacts almost everyone's sign ordinance. As to 2 other cities that I represent, billboard companies have made sign/billboard applications due to the fact that they believe that the cities' sign ordinances are no longer valid due to the "Reed" case [being the June 2015 US Supreme Court case]. I therefore recommend to you that the City impose the moratorium in order that we don't get overrun with billboard applications. I'll be sending to you the moratorium resolution today.

Attached above is a copy of the Reed case. The opinions of the Justices of the US Supreme Court can get a little complicated, but I thought that everyone may be interested in reading the case.

As you will see from the various opinions, there are some differences of opinion among the 9 Justices. However, please note that all 9 [unanimous] agreed [both the "liberal" side of the Court and the "conservative" side of the Court] that the ordinance of Gilbert, Arizona regulated signs based upon their content and therefore was invalid under the 1st Amendment.

Basically, a short cut way of thinking about the change that the Court imposed in June of 2015, is as follows [very simplified]: If you have to cursory read the sign to figure out whether your ordinance applies or which section of your ordinance applies, then you are regulating signs based upon content and therefore your ordinance is subject to strict scrutiny review [and which almost always means that your ordinance gets thrown out].

So if you have to have a cursory reading of the sign to figure out it is a directional sign ["This way to the Church"], or a political sign ["Legalize Gambling"], etc. and your ordinance has different rules for the different types of signs, then your ordinance is regulating content of signs and is subject to strict scrutiny.

During the 120 day moratorium, Roy and I will work on drafting a new sign ordinance that will hopefully avoid a "Reed" issue.

I do want to say again that this issue, is not just an issue for us, but also an issue for all Cities and Counties in Georgia. I believe that Cleveland, Baldwin, Flowery Branch and Lula have already imposed moratoriums and I am sure that statewide that there are many more Cities that have done so. I'll be glad to discuss and answer questions.

Thanks, David

R. David Syfan
HULSEY, OLIVER & MAHAR, LLP
200 E.E. Butler Parkway
P.O. Box 1457 (30503)
Gainesville, GA 30501

770.532.6312

770.531.9230 (fax)



JARRARD & DAVIS, LLP

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MOLLY N. ESSWEIN
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OF COUNSEL:
LARRY W. RAMSEY, JR.
ELIZABETH M. WHITWORTH

December 29, 2015

VIA EMAIL

Ms. Kelsey Ledford, City Clerk
City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513

Re: City of Blue Ridge, Georgia Invoice for October-November 2015

Dear Ms. Ledford:

Please find enclosed our fee statement for services performed in October and November 2015 in connection with representation for the City of Blue Ridge. The total amount due at this time is \$4,409.40. Please return your payment on or before January 12, 2016. I have included a Form W-9 should your Finance Department need it.

Again, thank you for the opportunity to be of service. Please do not hesitate to contact me if you have any questions.

Sincerely,

JARRARD & DAVIS, LLP

Gregory Santini
Controller

Jarrard & Davis

A Limited Liability Partnership

105 Pilgrim Village Drive, Suite 200
Cumming, GA 30040
Phone 678-455-7150
Facsimile 678-455-7149

City of Blue Ridge
Attn: Kelsey Ledford, City Clerk
480 West First Street
Blue Ridge, GA 30513

Re: Investigation

Law Firm File # 1690

FOR PROFESSIONAL SERVICES RENDERED

SERVICES:

DATE	NAME	DESCRIPTION	HOURS	AMOUNT
10/15/2015	MNM	Brief meeting with Attorney Ken Jarrard regarding new matter for City of Blue Ridge; Conduct initial background research regarding City Council membership, identification of City Attorney and related issues; Multiple correspondence to and from Attorney Ken Jarrard regarding same.	1.20	240.00
10/16/2015	MNM	Review City of Blue Ridge's Charter regarding government structure; Lengthy drafting and preparation of correspondence to City of Blue Ridge, Georgia outlining scope of services and fee arrangement; Very lengthy telephone call to City Attorney David Syfan regarding call for investigation and impressions of Council and thoughts as to two-phased approach to investigation; Correspondence to Attorney Ken Jarrard regarding same.	3.10	620.00
10/19/2015	MNM	Correspondence to and from David Syfan, Blue Ridge City Attorney, regarding contact information of those to be interviewed; Correspondence to and from Attorney Ken Jarrard regarding next steps.	0.40	80.00
10/20/2015	MNM	Correspondence to and from Kelsey Ledford, City Clerk, regarding contact information for Mike Hampton; Receipt and review correspondence from Council Member Arp regarding fee contract; Correspondence to and from City Attorney, David Syfan, regarding fee contract.	0.30	60.00
10/21/2015	MNM	Multiple correspondence to and from City Attorney, David Syfan, regarding City Charter amendments via ordinance and obtaining same; Correspondence to and from Kelsey Ledford regarding Council	0.30	60.00

Member Arp's direction to contact Police Chief and his contact information.

10/22/2015	MNM	Correspondence to and from City Clerk, Kelsey, Ledford, regarding Council Member Arp's instruction to contact City Clerk, Bill Sowers and his contact information.	0.10	20.00
10/26/2015	MNM	Correspondence to and from Kelsey Ledford regarding communication from Council Member, Rhonda Thomas; Correspondence to and from Attorney Ken Jarrard regarding same.	0.20	40.00
10/28/2015	MNM	Multiple correspondence to and from Council Member Rhonda Thomas and Council Member Angie Arp regarding investigation.	0.20	40.00
11/3/2015	MNM	Meeting with Attorney Ken Jarrard regarding next steps for Blue Ridge investigation.	0.40	80.00
11/5/2015	MNM	Brief meeting with Attorney Ken Jarrard regarding preparation of pre-amble for 1:1 interviews and outline of questions.	0.10	20.00
	KEJ	Meeting with attorney Megan Martin regarding appointed by Blue Ridge and establishments of interviews.	0.10	20.00
11/16/2015	MNM	Telephone call to City Clerk, Kelsey Ledford, regarding scheduling meetings with contacts with the City of Blue Ridge; Brief meeting with Attorney Ken Jarrard regarding same; Correspondence to and from Attorney Ken Jarrard regarding same; Telephone calls to and from Council Member Rodney Kendall regarding scheduling meeting; Telephone calls to and from Council Member Angie Arp regarding scheduling meeting; Telephone calls to and from Council Member Bruce Pack regarding scheduling meeting; Telephone calls to and from Council Member Harold Herndon regarding scheduling meeting; Prepare correspondence to be utilized as template to confirm meetings with individuals for City of Blue Ridge investigation; Meeting with Paralegal Diana Romano regarding same; Begin preparation of investigation questions to be utilized during interviews of elected officials.	4.60	920.00
11/19/2015	MNM	Telephone calls to and from Police Chief Johnny Searcy regarding scheduling interview; Telephone calls to and from Council Member Rhonda Thomas regarding scheduling interview; Telephone calls to and from Barbie Gerald regarding scheduling interview; Telephone calls to and from Kelsey Ledford regarding scheduling interview; Telephone calls to and from Alicia Stewart regarding scheduling interview; Prepare list of questions to be utilized in interview of City employees; Telephone calls to and from Roy Parsons regarding scheduling interview; Finalize confirmation of interview time correspondence to all individuals; Prepare lengthy preamble to be utilized during interviews in Blue Ridge on 12/1/15 and 12/2/15.	4.30	860.00

11/30/2015 MNM Lengthy preparation for onsite interviews on 12/1/15 and 12/2/15 at Blue Ridge City Hall; Finalize questions to be asked on 12/1/15 and 12/2/15; Finalize preamble to be utilized on 12/2/15; Telephone calls to and from Council Member Thomas regarding rescheduling meeting times; Telephone call to and from Council Member Angie Arp regarding rescheduling meeting times; Meeting with Attorney Ken Jarrard regarding same.	6.70	1,340.00
--	------	----------

Total For Services

22.00 \$4,400.00

DISBURSEMENTS:

	<u>QTY</u>	
11/20/2015 Postage	1	1.92
Postage	1	0.48
11/23/2015 Postage	1	7.00
Disbursements Total		<u>\$9.40</u>

Balance Due

\$4,409.40

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Jarrard & Davis, LLP	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 105 Pilgrim Village Drive Suite 200	Requester's name and address (optional)
City, state, and ZIP code Cumming, Georgia 30040	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

Employer identification number								
5	8	2	6	0	7	2	6	0

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Angela Davis

Date ▶

12/29/2015

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

City of Blue Ridge

480 West First Street

• Blue Ridge, Georgia 30513

• (706) 632 - 2091

To: The Mayor and Council, the City of Blue Ridge, Ga.
From: Roy Parsons

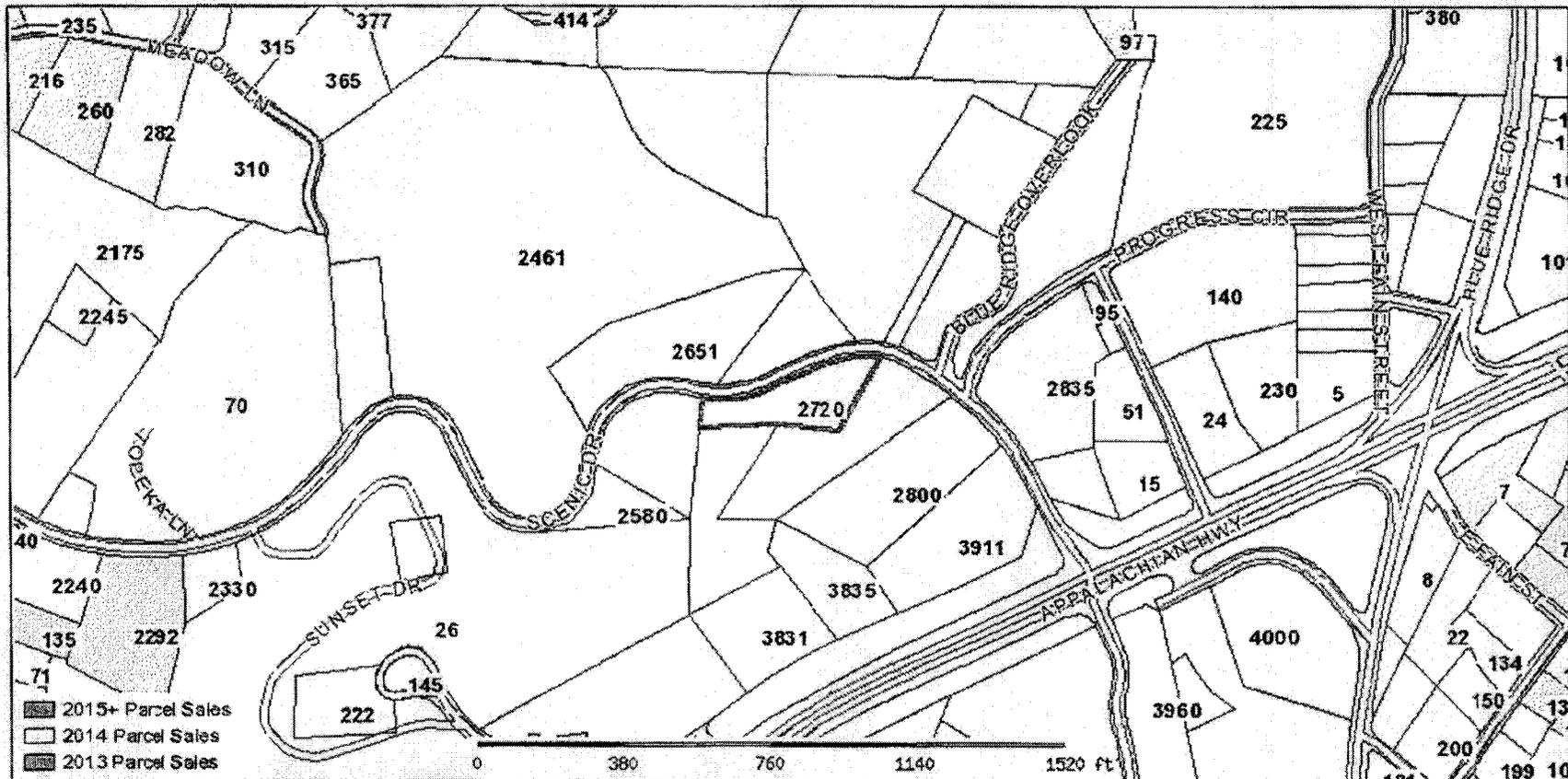
The Blue Ridge Planning Commission held a public hearing on your behalf on December 15, 2015. The purpose of the hearing was to consider the request of GWG Investments, Inc. to rezone a tract of land from R-2 (Medium Residential) to C-2 (General Commercial). The property is located to the west of the Scenic Crossing Shopping Center located on Scenic Drive and is vacant land at the present time.

The property parcel number of the subject property is 0052 110 and contains +-1.0 acre.

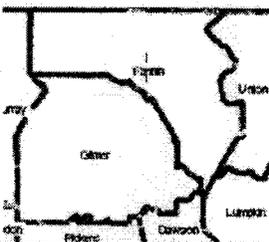
After a review of the request as presented by the applicant, and the staff analysis as prepared by the Zoning Department, the Planning Commission recommends the subject property be rezoned from the present classification R-2 to C-2. There were no objections from the public regarding the proposed rezoning.

A MINOR LAND USE MAP AMENDMENT MUST BE APPROVED IF THE RECOMMENDATION IS ACCEPTED.

Roy Parsons
Zoning Department
The City of Blue Ridge



Fannin County Assessor			
Parcel: 0052 110 Acres: 1			
Name:	GWG INVESTMENTS INC	Land Value:	\$70,000.00
Site:	2720 SCENIC DRIVE	Building Value:	\$0.00
Site:	\$0 on 05-2012 Reason=GT Qual=U	Misc Value:	\$0.00
Site:	155 TRAILS END ROAD	Other Value:	\$70,000.00
Mail:	BLUE RIDGE, GA 30513		



The Fannin County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER FANNIN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 12/16/15 : 15:24:50

Fannin County Assessors Office

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Owner and Parcel Information			
Owner Name	GWG INVESTMENTS INC	Today's Date	November 7, 2014
Mailing Address	155 TRAILS END ROAD BLUE RIDGE, GA 30513	Parcel Number	0052 110
Location Address	2720 SCENIC DRIVE	Tax District	BLUE RIDGE (District 02)
Legal Description	8-2 LL279 DB1010-211* 1.00 AC	2013 Millage Rate	19.21
Property Class(NOTE: Not Zoning Info)	R3-Residential	Acres	1
Zoning		Neighborhood	BLUE RIDGE/ACRE
		Homestead Exemption	No (\$0)
		Parcel Map	Show Parcel Map

2014 Tax Year Value Information				
Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 27,000	\$ 0	\$ 0	\$ 27,000	\$ 27,000

Land Information				
Type	Description	Calculation Method	Acres	Photo
RES	BLUE RIDGE/ACRE	Acres	1	NA

Improvement Information
No improvement information associated with this parcel.

Accessory Information
No accessory information associated with this parcel.

Sale Information						
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
05/31/2012	1010 211*	A432 4	\$ 0	GR	GIBBS BURGIA JEWELL	GWG INVESTMENTS INC
10/30/2010	953 639*		\$ 242,000	Multiple Lot	GIBBS GEORGE W & MICHELLE M	GIBBS BURGIA JEWELL
03/17/2006	706 665*	A432 4	\$ 150,000	Hse Partially Comp	CONNER LOTTIE H	GIBBS GEORGE W & MICHELLE M
06/30/1999	328 790*	A4324	\$ 60,000	Fair Market Value	CHICK WARREN S & LUC	CONNER LOTTIE H & JO
12/22/1994	221 670	24 86	\$ 60,000	Estate	GRIFFIN CHARLIE	CHICK WARREN S & LUC
00/00/0000	25 557	24 86	\$ 0	No Information		GRIFFIN CHARLIE

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The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assesment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: May 30, 2014

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PURCHASE ORDER

DATE 12-29-15

27284

THIS NO. MUST APPEAR ON INVOICE, B/L, CASES, BUNDLES, PACKING LISTS, AND CORRESPONDENCE

TO <u>A&D Supply</u> _____ _____	CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513
--	---

PLEASE SHIP THE FOLLOWING MERCHANDISE: TERMS F.O.B. SHIPPING DATE

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
50			Female by Female Cur's Steps	32	92	1646 00
20			3/4 male Adapters	14	63	292 60
15			3/4 Backflows	69	50	1,042 50
1			4" Hyman	178	00	178 00
50			3/4 meter Couplings	6	90	345 00
50			3/4 4" nipples	4	25	212 50
50			Rubber Gas		15	7 50

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. Shannon Payne

PA. _____



INVOICE

INVOICE NO
2030

SOLD TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

SHIP TO Mtn. Tops/Water trench repairs
Blue Ridge Water Dept.

ACCOUNT NO	TERMS	INVOICE DATE	PAGE
COBR	COD	12/30/2015	1

DESCRIPTION	UNIT PRICE	EXTENDED
Various asphalt patching/repair of waterline repair trenches (includes removal of existing gravel where necessary to have adequate asphalt depth)	4200.00	4,200.00 *

TOTAL AMOUNT 4,200.00

PAYMENT IS DUE UPON RECEIPT

Office: (706) 632-2255 • Fax: (706) 632-2256
Physical & Mailing Address: 302 Tom Boyd Road • Blue Ridge, GA 30513

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
January 12, 2016 at 6:00PM

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Whitener announced that a copy of the Rules of Procedures was available at the Council desk.

4) Approval of Minutes:

There were no minutes available to approve at this time.

5) CDBG Orchard Blvd Project:

The Mayor and Council were provided a letter from Department of Community Affairs Representative Joanie Perry (attached) containing the City of Blue Ridge's official score for the FY2015 Community Development Block Grant (CDBG) application. Mayor Whitener read the scores aloud. Mayor Whitener and Council Member Angie Arp briefly discussed engineered plans. Mayor Whitener stated that Carter & Sloope has already done an environmental on the project. Council Member Rodney Kendall stated that it was good for a year. Council Member Arp questioned the section of Angela Steedley's contract that mentions paying her firm \$7,500 for an environmental review (contract attached). Mayor Whitener stated that if she was not mistaken Carter and Sloope Representative Matt Smith has told her that the City has already gotten an environmental for this project but that she would need to check. The time limit expired. There was discussion about resubmitting the application in 2016 and improving the City's scores. The Council agreed on improving the lesser of the scores first. Council Member Angie Arp asked if the Council wanted to approve the contract contingent upon the removal of the section about the environmental review since they believe that it has already been done and because it appears that it is only done for an additional bonus point. Council Member Rodney

City of Blue Ridge

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Kendall made a motion to extend the time for further discussion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to resubmit the CDBG grant with the exception of the environmental review and that the section may be revisited later. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

6) Planning Commission Recommendation in reference to GWG Investments, Inc.:

The Mayor and Council previously received the Planning Commission Recommendation in reference to GWG Investments, Inc. (attached) at a Council Meeting held on January 5, 2016. Mayor Whitener read the recommendation aloud. The recommendation is to rezone a tract of land (property parcel number 0052 110) from R-2 (Medium Residential) to C-2 (General Commercial). Council Member Rhonda Thomas made a motion to accept the recommendation of the Planning Commission (which includes a minor land use map amendment). The motion was seconded by Council Member Harold Herndon. The Council voted 4-0 with Council Member Rodney Kendall abstaining. There was discussion among the Mayor and Council about the land use map amendment. Council Member Rhonda Thomas made a motion "to change the zoning map ordinance which is attached to the next section, an ordinance for rezoning that parcel". The motion was seconded by Council Member Harold Herndon. The Council voted 4-0 with Council Member Rodney Kendall abstaining. Motion carried.

7) Zoning Map Ordinance Amendment (First Reading):

The Mayor and Council found a typo in the ordinance and asked that the Tax Parcel 0051 110 be changed to 0052 110. City Clerk Kelsey Ledford stated that she would take care of that correction. Mayor Whitener read the first paragraph of the ordinance aloud. Council Member Rhonda Thomas made a motion to accept the first reading of the Zoning Map Ordinance Amendment. The motion was seconded by Council Member Harold Herndon. The Council voted 5-0. Motion carried.

8) Red Flag Ordinance (Second Reading and Adoption):

Council Member Rodney Kendall made a motion to accept the second reading and adopt the Red Flag Ordinance (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Abandonment of Willingham Circle:

City Clerk Kelsey Ledford explained the recommendation of the City Attorney in regards to the abandonment of Willingham Circle. The Mayor and Council discussed the abandonment and the value of the property. The Council agreed to allow the Mayor to negotiate a price with the adjacent property owner.

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

10) The Naming of the Intersection of Hwy 515 and Orvin Lance Connector after Sgt. Lents Resolution:

Mayor Whitener spoke briefly about Sgt. Lents. Council Member Rhonda Thomas made a motion to accept the renaming of the intersection of Hwy 515 and Orvin Lance Connector after Sgt. Lents. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. A resolution will be voted upon at a following meeting of the Mayor and Council. (The Mayor and Council later got permission to just submit a formal letter instead of a resolution. Therefore, no resolution was adopted.)

11) Waste Water Treatment Plant:

Council Member Rodney Kendall made a motion to resend a prior motion from the October 13, 2015 Council Meeting and to put the project out to bid. The motion rescinded was in regards to accepting a quote from Lanier Contracting Company in the amount of \$83,553.00. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

12) Customer Complaint-Patti Keene:

The Mayor and Council were given documents related to the topic prior to the meeting from Utility Billing Supervisor Rebecca Harkins (attached). Mayor Whitener and Patti Keene discussed the complaint with the Council. The time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The Mayor and Council discussed amending the current Water & Sewer Adjustment Policy, and the possibility of forming a committee to review the complaints case by case. There was discussion about allowing Mrs. Harkins to amend the policy and bring it before the Council for approval. Council Member Rodney Kendall made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to not allow penalties to accumulate on to Ms. Keene's bill until the Council has made a decision in regards to her bill. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

13) Rural Development Community Facility Grant/Skid Steer:

The Mayor and Council reviewed the City's application letter (attached) from Rural Development for assistance in purchasing a skid steer. Council Member Rodney Kendall made a motion to proceed with the Community Facility Grant for the purchase of a skid steer. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The Council then discussed the possibility of funding the remainder through the GMA lease program.

14) Approval to Purchase a New Truck for the Water Department:

The Mayor and Council were presented two quotes and other documentation in regards to a request for the purchase of a new truck for the Water Department (attached). The quotes were from Ronnie Thompson ford in the amount of \$22,411.96 and North Georgia Ford in the amount

City of Blue Ridge

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of \$25,448.96. Both included trade in values for surplus equipment. The Mayor discussed the possibility of getting a better deal on the surplus equipment through GovDeals and asked if North Georgia Ford could match Ronnie Thompson's quote. Council Member Rodney Kendall made a motion to table the topic. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

15) Mountain Regional Library System Invoice:

The Mayor and Council were presented an invoice for approval from Mountain Regional Library System in the amount of \$5,450.00 (attached). The Mayor and Council discussed the fact that the Library ran on a different fiscal year than the City of Blue Ridge. Council Member Rodney Kendall made a motion to allow Finance Director Alicia Stewart correct the way the City pays in order for both parties' books to coincide. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Madden Associates Invoice Approval:

The Mayor and Council were presented an invoice/purchase order from Madden Associates in the amount of \$3,530.40 (attached). Mayor Whitener explained that this invoice is related to a safety grant that the City has received. Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

17) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez gave a report/update on items associated with the Blue Ridge Business Association. Mr. Martinez requested funds for Fire & Ice to be taken out of the Restricted Hotel/Motel funds. Council Member Angie Arp made a motion to give Fire & Ice \$2,500.00 from the Restricted Hotel/Motel fund. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. While discussing ice sculptures, the time limit expired. Council Member Rhonda Thomas made a motion to allow additional time. The motion was seconded by Council Member Rodney Kendall. Council Member Rhonda Thomas made a motion to approve purchasing a rooster ice sculpture in the amount of \$225.00 for the Fire & Ice event. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. There was discussion about police patrol in downtown. Lisa Pritchard and Cindy Trimble spoke from the audience. It was agreed that Council Member Rhonda Thomas and Police Chief Johnny Scarce are to meet with Mr. Martinez in the near future.

18) Miriam Foster—Little Free Library:

Miriam Foster presented the idea of allowing a Little Free Library in the park downtown. Ms. Foster requested permission from the Council to allow her to place a library in the park with the understanding that she will be responsible for upkeep and restocking the library. Council Member Rodney Kendall made a motion to approve Ms. Foster's request. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

City of Blue Ridge

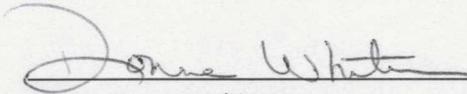
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

19) Executive Session (if needed)—Depot Lease:

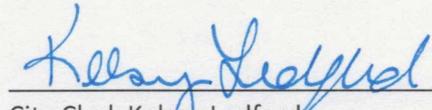
Mayor Whitener stated that there was not a need to close for an executive session and began discussing an email from City Attorney David Syfan in regards to the bidding requirements and lease agreement for the Depot. The Mayor and Council discussed setting the minimum monthly lease at \$3,598.04 and to have a stipulation added to the bid that the depot would be required to remain in conjunction with a railroad. Council Member Rodney Kendall made a motion that the City follow the recommendations of the City Attorney, set the minimum monthly bid at \$3,598.04, and to add the stipulation that it must remain a rail operation. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

20) Adjournment:

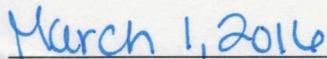
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



Kelsey Ledford

From: Angela Steedley <as@thesteadleyfirm.com>
Sent: Monday, January 11, 2016 11:21 AM
To: Kelsey Ledford
Cc: Matt Smith (msmith@cartersloope.com)
Subject: Blue Ridge CDBG Letter
Attachments: Document.pdf

Dear Kelsey,

Please see attached letter from DCA regarding the city's official scoring. We're not sure where they got the "moveable" speed bumps, but they read so many applications I'm sure it was an oversight. I've searched the application and nowhere does it say "moveable speed bumps." We also need to increase our leverage due to low demographic score, over which we have no control.

As always, please let me know if you have any questions.

I'm working on the resubmittal contract and hope to have it to David today. What time is the council meeting tomorrow?

angela steedley, edfp
the steadley firm, inc.
community economic development consulting
706.255.5316

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From: Crystal Shelly <crystal.shelly@dca.ga.gov>
Sent: Monday, January 11, 2016 11:06 AM
To: Angela Steedley
Subject: FW: Blue Ridge Letter

Make it clear about the speed bumps or have the city pay for them...

Crystal Shelly
CDBG Grants Consultant
Georgia Department of Community Affairs
Direct 404-679-1582
Fax 404-679-1583
crystal.shelly@dca.ga.gov

From: Angela Steedley [mailto:as@thesteadleyfirm.com]
Sent: Monday, January 11, 2016 10:39 AM
To: Crystal Shelly <crystal.shelly@dca.ga.gov>
Subject: Re: Blue Ridge Letter

they were rubber, but DOT spec. maybe rubber and moveable got mixed up..

angela steedley, edfp
the steedley firm, inc.
community economic development consulting
706.255.5316

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From: Crystal Shelly <crystal.shelly@dca.ga.gov>
Sent: Monday, January 11, 2016 10:20 AM
To: Angela Steedley
Subject: FW: Blue Ridge Letter

Angela
Used the wrong email address. See below

Crystal Shelly
CDBG Grants Consultant
Georgia Department of Community Affairs
Direct 404-679-1582
Fax 404-679-1583
crystal.shelly@dca.ga.gov

From: Crystal Shelly
Sent: Monday, January 11, 2016 9:24 AM
To: 'steedley@charter.net' <steedley@charter.net>
Subject: Blue Ridge Letter

Morning Angela
That letter was mailed on 1/5 you should have received it by now as well as the City.
Please let me know if you or the City has not received it.

Thanks
Crystal



Crystal Shelly
CDBG Grants Consultant
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Direct 404-679-1582
Fax 404-679-1583
crystal.shelly@dca.ga.gov

January 5, 2016

The Honorable Donna Whitener
Mayor, City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513

Re: 2015 CDBG Water Improvements

Dear Mayor Whitener:

This letter provides information regarding the City of Blue Ridge's score for your FY 2015 CDBG application. As you know, all applications are reviewed based on eligibility under law, regulations, and in comparison with other similar proposals according to the criteria outlined in the CDBG rating criteria contained within the Department's 2015 Consolidated Plan, which is available for review at:

http://www.dca.ga.gov/communities/CDBG/publications/Method_of_Distribution-FINAL.pdf and in the Department's *FY 2015 CDBG Applicants' Manual*, which is available at: <http://www.dca.ga.gov/communities/CDBG/programs/CDBGforms.asp>.

Specific score information is outlined below:

- Demographic Need:** This is a measure of overall poverty within the applicant community as it compares to other applicants. This score is calculated based on the latest available Census data and other available data, and uses the following criteria: (1) absolute number of persons living in poverty within the applicant city or county; (2) percentage of the population living in poverty within the applicant city or county; and (3) per capita income within the applicant city or county. A maximum of 40 points per criterion is earned by the applicant city or county with the highest number of persons living in poverty, the highest percentage of persons living in poverty, and the lowest per capita income. Other competing communities receive a proportionate share of the 40 points per criteria based on their own poverty and per capita income statistics. The City of Blue Ridge scored 21.571 points out of a maximum of 120. The scores in this year's competition ranged from a high of 62.023 to a low of 12.524.

2. **Program Feasibility:** Factors considered under this criterion include, but are not limited to an analysis of such items as reasonableness of cost; confirmation of required financial resources; engineering plans supporting the proposed project; availability of required property; compliance with applicable state and federal laws related to citizens participation, procurement, acquisition/relocation, labor, environment, historic preservation, fair housing and others as detailed in the *FY 2015 CDBG Applicants' Manual*; and, project timetables. Points for feasibility are awarded by a review panel in increments of 27.5 points, from level 1 (0 points or "not feasible") up to level 5 (110 points or "excellent"). The City's feasibility score was rated at level 5 or "excellent", receiving 110 points. In awarding a level 5 score, the review panel noted:

- There are numerous potential conflicts of interest associated with this project. The mayor and four councilmen have family members living in the target area. This has been publicly disclosed, and a letter from the attorney is included in the application. No points were deducted for this comment. However, the City should contact the CDBG Compliance Manager, Michael Casper, in order to ensure that the City understands the process for requesting an exception to the conflict of interest regulations.
- The City is currently investing \$18 million on water system improvements through the Georgia Environmental Finance Authority (GEFA). This GEFA project is to replace master meters and reduce undocumented water loss rates of 40-50%.
- All feasibility issues were adequately addressed.

3. **Program Strategy:** Factors considered under this criterion include such items as an analysis of alternative solutions considered by the applicant and the costs of those solutions compared to the alternative chosen; steps planned to prevent reoccurrence of the problem; analysis of ongoing financial efforts to address the problem and to maintain and operate the proposed project, facility or system; the extent of benefit to persons of low- and moderate-income; efforts to support comprehensive community revitalization; and, conformance with the State's Planning Act (O.C.G.A. 50-8-1 et seq.) and the State's Service Delivery Strategy law (O.C.G.A. 36-70-2). Points for strategy are awarded by a review panel in increments of 27.5 points, from level 1 (0 points or "no strategy") up to level 5 (110 points or "excellent"). The City's strategy score was rated at level 4 or "good", receiving 82.5 points. In awarding a level 4 score, the review panel noted:

- The application did not adequately address ongoing operation and maintenance. The ditch included as part of the project is noted to be overgrown and had not been maintained. Written commitments from the chief elected official for addressing ongoing operation and maintenance should be included in future applications.

4. **Program Impact:** Factors considered under this criterion include such items as the number of persons benefiting; the cost per person benefiting (calculated by dividing the total CDBG grant request by the total number of people benefiting); impact on the quality of life, living environment, or opportunities for economic advancement of the benefiting populations; and, the documented severity of need and the project's impact on that need. Points for impact are awarded by a review panel in increments of 27.5 points from level 1 (0 points or "no impact") up to level 5 (110 points or "excellent"). The City's impact score was rated at level 4 or "good", receiving 82.5 points. In awarding a level 4 score, the review panel noted:

- The water service deficiencies as described and documented in the application are a high need compared to other similar applications. The proposed street widening and speed bumps are a low need compared to other similar applications.
- The application includes 29 work orders (over a period of three years) that were responding to water service issues in the target area. Resident letters and survey comments include such statements as "low water pressure," "brown water," and "bad water odor." Residents complain that they are unable to do more than one water related activity at one time. For example, residents are unable to wash dishes and take a bath or wash clothes at the same time. The need for fire protection was also noted several times.
- A letter from the Fire Chief states that 14 fires have occurred in or near the target area since 2002. One total loss occurred at 41 Ridge Street.
- Comments noted in the application state "traffic is too fast on the street", but there is no documentation of tickets or other incidences on the street. There was a letter included from the police department stating that the proposed speed bumps will be traffic calming. The review panel questions whether the removable speed bumps is an eligible expense that should be paid for with CDBG funds. Generally moveable equipment is ineligible for CDBG assistance.
- Applications that scored higher (level 5 or excellent) documented numerous fires, contaminated water supplies (positive tests for coliform bacteria), failing wells, and did not have an offsetting lower need (street widening and speed bumps).

5. **Leverage:** This is a measure of non-CDBG resources committed to and directly related to the project (above and beyond the required minimum match) and is calculated by taking into account both population size and type of project. For the method used to calculate leverage, please see the *FY 2015 CDBG Applicants' Manual*, pages 45-47. The City was allocated 18.650 points out of a possible 25 points maximum.

6. **Revitalization Area Bonus Points:** Revitalization bonus points are awarded to those communities that have proposed projects in a DCA-approved Revitalization Area. Points are awarded based on demonstration of

The Honorable Donna Whitener
January 5, 2016
Page Four

establishment of a local redevelopment area pursuant to O.C.G.A. 36-61-1 et seq., the use of state or local redevelopment tools such as enterprise zones, and the development of collaborative and investment partners. The City earned 0 bonus points out of a possible 20 points maximum.

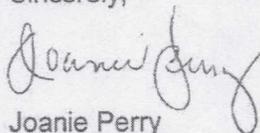
7. **Project Readiness to Proceed Points:** Bonus points are earned through the demonstration of a project's readiness to proceed. Points may be earned for progress in the areas of procurement, completion of environmental reviews, completion of needed acquisition, and completion of plans, specifications, and bid documents. The City of Blue Ridge earned 1 bonus points out of a possible 5 points maximum. The City was allotted bonus points in the following areas.
- 1 bonus point was allocated for procurement of administrative and engineering services.

The application's total score was 316.221 points. The 66 applications that were funded had scores ranging from a high of 407.780 points to a low of 327.491 points. Out of the 129 CDBG applications submitted, the City's application ranked 82nd.

We strongly recommend that if the City chooses to pursue funding for this project in next year's competition, its application should be revised by addressing any deficiencies listed above. Please note, however, that simply addressing these deficiencies cannot assure funding, since the rating process is based on a comparison between applications submitted in the same competition. In addition, all other things being equal, proposals that demonstrate and document the greatest need are the ones most likely to be ranked high enough to be funded.

Should you have any questions, please do not hesitate to contact me at (404) 679-3173.

Sincerely,



Joanie Perry
Division Director
Community Finance Division

JP/cps

cc: Angela Steedley, The Steedley Firm

Kelsey Ledford

From: Angela Steedley <as@thesteadleyfirm.com>
Sent: Wednesday, January 20, 2016 9:46 AM
To: Kelsey Ledford
Cc: Donna Whitener; Rhonda Thomas; Harold Herndon; Angie Arp; Bruce Pack; Rodney Kendall; R. David Syfan; Matt Smith (msmith@cartersloope.com)
Subject: Re: FY2016 CDBG Contract, NEPA

Dear Kelsey,

That's great news. Per our phone conversation, please be advised the contract reads that the NEPA environmental review is only applicable upon receipt of written Notice to Proceed with NEPA from the Mayor and Council. As such, the contract can still move forward.

I do not believe an environmental review has been completed for this project.

Thanks so much. We are looking forward to it.

Very best regards,
angela

angela steedley, edfp
the steadley firm, inc.
community economic development consulting
706.255.5316

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From: Kelsey Ledford <kledford@cityofblueridgega.gov>
Sent: Wednesday, January 13, 2016 1:39 PM
To: Angela Steedley
Subject: FY2016 CDBG

Angela,

The Mayor and Council met last night and discussed your FY2016 CDBG Resubmittal contract. It is my understanding that the Mayor and Council are under the impression that Matt has already received the environmental review which is mentioned on the first page of your contract. See the minutes below:

CDBG Orchard Blvd Project:

The Mayor and Council were provided a letter from Department of Community Affairs Representative Joanie Perry (attached) containing the City of Blue Ridge's official score for the FY2015 Community Development Block Grant (CDBG) application. Mayor Whitener read the scores aloud. Mayor Whitener and Council Member Angie Arp briefly discussed engineered plans. Mayor Whitener stated that Carter & Sloope has already done an environmental on the project. Council Member Rodney Kendall stated that it was good for a year. Council Member Arp questioned the section of Angela Steedley's contract that mentions paying her firm \$7,500 for an environmental review (contract attached). Mayor Whitener stated that if she was not mistaken Carter and

Sloope Representative Matt Smith has told her that the City has already gotten an environmental for this project but that she would need to check. The time limit expired. There was discussion about resubmitting the application in 2016 and improving the City's scores. The Council agreed on improving the lesser of the scores first. Council Member Angie Arp asked if the Council wanted to approve the contract contingent upon the removal of the section about the environmental review since they believe that it has already been done and because it appears that it is only done for an additional bonus point. Council Member Rodney Kendall made a motion to extend the time for further discussion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to resubmit the CDBG grant with the exception of the environmental review and that the section may be revisited later. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

Please let me know if you can remove the NEPA Environmental Review section from your contract.

Very best,

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone
(706) 632-3278 Fax
kelsey@cityofblueridgega.gov

Kelsey Ledford

From: R. David Syfan <rds@homlaw.com>
Sent: Tuesday, January 12, 2016 3:57 PM
To: Kelsey Ledford; Angela Steedley; Alicia Stewart; Donna Whitener; Donna Whitener
Cc: Rodney Kendall; Rhonda Thomas; Harold Herndon; Bruce Pack; Angie Arp
Subject: FW: CDBG contract for Review/Consideration this evening
Attachments: 2016 CDBG Contract _ Orchard Blvd(2).pdf

Kelsey:

I am fine with the above revised contract for Angela.

Of course, it is up to the Council to decide where this project fits in order of priority and whether to proceed forward with this contract at this time.

Thanks, David

R. David Syfan
HULSEY, OLIVER & MAHAR, LLP
200 E.E. Butler Parkway
P.O. Box 1457 (30503)
Gainesville, GA 30501
770.532.6312
770.531.9230 (fax)

From: Angela Steedley [mailto:as@thesteadleyfirm.com]
Sent: Tuesday, January 12, 2016 3:37 PM
To: R. David Syfan
Cc: Kelsey Addington
Subject: Re: CDBG contract for Review/Consideration this evening

David,

You jogged my memory. In the past we have had a clause for termination whereby we are paid the remaining admin balance in the event we are unjustly terminated. This is to prevent a government from arbitrarily giving the project to someone else. Nevertheless, as requested, I have made the change.

Thanks so much for your prompt assistance.

Very best regards,
angela
706.255.5316

From: R. David Syfan <rds@homlaw.com>
Sent: Tuesday, January 12, 2016 1:02 PM
To: Angela Steedley
Cc: Kelsey Addington
Subject: RE: CDBG contract for Review/Consideration this evening

PARTIES: City of Blue Ridge, Georgia
The Steedley Firm, Inc.

SUBJECT: Professional Services
Grants Planning and Management Services

RE: **City of Blue Ridge FY 2016 CDBG Resubmittal
Orchard Boulevard Water Improvements**

**PROFESSIONAL SERVICES
GRANTS PLANNING AND MANAGEMENT**

Whereas, on the ___ day of _____, 2016, the City of Blue Ridge (the City), desires to engage the Steedley Firm, Inc. (TSF) to provide professional grant planning and management services to resubmit a Community Development Block Grant (CDBG) application for water improvements within the Orchard Boulevard Neighborhood.

Whereas, TSF desires to provide such services and warrants that it possesses the capabilities to satisfactorily render said services as described in "Exhibit A;"

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

Compensation:

Pre-Award Services. TSF will review and address DCA's comments for the FY 2015 CDBG application, prepare required letters of support, schedule and conduct a new public hearing and resubmit the an original and three copies to DCA for a fee of \$4,000, one-half of which (\$2,000) shall be due upon contract execution. The remaining balance shall be due upon application submission.

NEPA Environmental Review. For an additional bonus point, and upon the issuance of a Notice to Proceed with the NEPA Environmental Review, TSF shall complete said services prior to grant submission for \$7,500, one-half of which (\$3,750) shall be due at the time of Notice to Proceed issuance. The initial fee and remaining balance may be paid as part of the \$30,000 grant administration fee upon grant award. In the event CDBG funds are not awarded, NEPA fees will be payable via local funds.

THE STEEDLEY FIRM, INC.

Post-Award Services. After the award of the grant and upon the City's acceptance thereof, TSF shall perform grants management services and shall be compensated therefore in an amount equal to the greater of (a) \$30,000 or (b) \$145 per hour for grants management services plus reasonable incurred expenses (i.e., prints/reproductions; postage; and travel). TSF shall submit monthly invoices for such grant management services and expenses, which invoices shall be due upon receipt. Amounts remaining unpaid after thirty (30) days shall accrue late payment charges of 1.5 percent per month until paid.

Time of Performance:

Pre-Award. Upon contract approval, TSF shall immediately begin pre-award grant advisory and planning services.

Post-Award. Grant management services will commence immediately upon notification of grant award and acceptance by the City. TSF will continue these services until the project is officially closed by the Georgia Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

CITY OF BLUE RIDGE

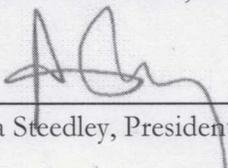
By: _____
Donna Whitener, Mayor

Attest:

(CITY SEAL)

By: _____
Kelsey Ledford, City Clerk

THE STEEDLEY FIRM, INC.

By:  _____
Angela Steedley, President

(CORPORATE SEAL)

EXHIBIT A
SCOPE OF SERVICES

1. **Term:** The effective date of this contract shall be the date of execution. Tasks shall be undertaken and pursued in appropriate sequence for expeditious completion and submission of all required documents in accord with the project timelines. Project management services shall commence immediately upon notification of grant award and continue until the project is officially closed by the granting agency.
2. **Relationship:** The relationship of the TSF to the City shall be that of an independent Consultant rendering professional services. TSF shall have no authority to execute contracts or make commitments on behalf of the City, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City.
3. **Description of Services:** TSF shall provide project advisory, management, and monitoring services for program activities funded by the grant. TSF services shall include, but not be limited to:
 - A. Addressing review comments per DCA's January 5, 2016 letter regarding the FY 2015 submission.
 - B. Assisting the City, its consulting engineers and affected parties comply with CDBG requirements and other applicable laws and regulations. While TSF is knowledgeable of such matters, both parties acknowledge and agree that the City should confer with its attorney for legal advice.
 - C. Scheduling and conducting three public hearings (pre-award, post-award, and project completion);
 - D. Advising the City of the Uniform Relocation & Assistance Act of 1970, as amended. This includes providing instructions, sample forms, and reviewing/monitoring signed documents to ensure compliance. The City agrees to provide TSF with all recorded, executed easement documents. Upon request, TSF will prepare URA notices and coordinate with property owners upon as an additional service at its standard hourly rate.
 - E. Coordinating submission of required documents with local officials, staff, consulting engineer and affected parties;
 - F. Serving as liaison on behalf of the City with the Georgia Department of Community Affairs;
 - G. Reviewing, monitoring and assisting the City and its engineer regarding National Environmental Policy Act (NEPA) requirements. Upon issuance of Notice to Proceed with NEPA, TSF will begin this process (See item Pre-Award Services, page 2.)
 - H. Advising the City and selected contractor of Davis-Bacon wage requirements, weekly payroll submittal and employee interview requirements at the pre-construction conference. Upon construction start, TSF will receive, review and monitor weekly certified payroll reports and conduct intermittent employee interviews during construction.
 - I. Advising the City, its engineers, contractors and subcontractors of Section 3 requirements. TSF shall also review and monitor contract documents for Section 3 requirements, including advertisements and contract submittals.

THE STEEDLEY FIRM, INC.

- J. Reviewing and approving all project related invoices for grant payment/reimbursement based on information and documentation provided by the City. **As part of this requirement, the City agrees to provide monthly expenditure documentation (check copies and invoices) for all project related invoices regardless of funding source.** TSF does not undertake hereby to perform audits or investigations of expenditures as invoiced.
- K. Preparing periodic reports and requests for drawdown of funds necessary to meet program guidelines and project expenditures;
- L. Preparing and maintaining fiscal records and reports that comply with applicable audit standards of state and federal granting agencies;
- M. Assistance in implementing other special purpose services to support the project and TSF's agreed upon services. This action includes drafting required correspondence between the City and Georgia Department of Community Affairs.
- N. TSF shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall TSF have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security of safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- O. TSF neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- P. TSF shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Q. TSF shall not be responsible for the acts or omissions of others, including any Legal Counsel, Consulting Engineer, Contractor, Subcontractor, or Supplier, or any of their agents or employees or of any other persons (except Steedley Firm's own agents, employees and subconsultants) during project design or implementation.
- R. TSF shall not be responsible for any decision made regarding the selection or termination of Legal Counsel, Consulting Engineer, Contractor or subcontractor; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification thereof.

Additional Services:

Easement Acquisition. Upon request, TSF will prepare URA notices and coordinate/negotiate easements with respective property owners as an additional service at its standard hourly rates.

- Principal/Senior Project Manager \$145/hour
- Project Assistant/Clerical \$ 65/hour

Project Management. Should the project exceed the greater of the twenty-four month grant period or 207 hours, the Steedley Firm will complete the project at its standard hourly rates

until the grant is officially closed by the Georgia Department of Community Affairs.

4. City of Blue Ridge Responsibilities

1. The City is responsible for following CDBG Applicant and Recipient Manuals.
2. The City shall document compliance with Section 504 of the Rehabilitation Act of 1973, as amended, by providing TSF a copy of the Section 504 Self-Evaluation Plan that includes the name and contact of the Section 504 Coordinator and formal grievance procedure for Section 504 Complaints.
3. The City shall provide TSF all criteria and full information for the application, including:
 1. Work Orders and Photographs of Water Line Breaks in the target area;
 2. Updated resident support letters;
 3. Necessary easements and permits, as applicable.
 4. Additional data, reports, and other materials required for the project, including Preliminary Architectural and Engineering Reports.
4. The City shall provide TSF a copy of its Procurement Policy;
5. The City shall pay all costs for advertisements, engineering, legal and other project related expenses.
6. The City shall provide TSF copies of all project related financial information not less than monthly. This includes:
 - i. CDBG Bank Statements and cancelled check copies;
 - ii. All project related invoices and check copies paid with local funds (Engineering, Legal, Advertisement, Materials and Construction); and
 - iii. In-kind time, equipment usage and material costs in accordance with DCA requirements.
8. The City shall maintain adequate records and accounts as deemed necessary and appropriate.

5. **Compliance with Laws and Regulations; Incorporation of Documents and Laws:** This contract incorporates federal and state laws, regulations, guidelines, opinions, and standards of the Georgia Department of Community Affairs, including:

Title VI of the Civil Rights of 1964.

No person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

THE STEEDLEY FIRM, INC.

Age Discrimination Act of 1975, as amended.

No person shall be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 504 of the Rehabilitation Act of 1973, as amended.

No otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds (29 U.S.C. 794).

Public Law 101-336, Americans with Disabilities Act of 1990

No qualified individual with a disability shall, by reason of such disability, be excluded from participation, denied program benefits, services, or activities of a public entity, or be subjected to discrimination by any such entity.

Section 3 of the Housing and Community Development Act of 1968 (See “**Exhibit C**”).

6. **Maintenance of Records:** (a) TSF and the City shall maintain such records and accounts as deemed necessary and appropriate by respective agencies. (b) At any time during normal business hours, TSF shall make available for inspection such records as required or as appropriate, as will the City.
7. **Discrimination in Employment or Services:** TSF agrees it shall not discriminate against any person in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age, disability, or handicap, and will comply with all applicable federal and state laws, rules, regulations, and guidelines prohibiting discrimination.
8. **Limitations of Liability:** *The Steedley Firm's Liability is Limited to its Compensation Amount:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TSF and its officers, directors, members, partners, agents, employees and sub consultants, to the City and anyone claiming by, through or under the City, its Contractors, Subcontractors, or Consulting Engineers, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity obligations, TSF's liability is limited to the amount of compensation it receives under this Agreement.
9. **Indemnification:** The City agrees to hereby indemnify and hold TSF harmless from any claims arising from, or related to, any act or omission to act by any City, person or entity acting on its behalf to the extent allowed by law.
10. **Termination:** This contract may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided no termination may be effected unless the other party is given not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

THE STEEDLEY FIRM, INC.

If the City terminates this contract for any reason other than substantial failure, the TSF shall be immediately paid by the City any amount unpaid for grant management services, as specified hereabove; in other words, the lesser of a) \$30,000 less previous payments for grant management services; or b) unpaid amount owed for services and expenses billed less such previous payments. TSF shall not be paid for work not performed.

11. **Entire Agreement; Modification:** (a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth. (b) No modification, amendment, waiver, termination, or discharge hereof shall be binding upon either party unless executed in writing by said parties.
12. **Execution in Duplicate:** The Agreement is executed in duplicate. Each shall be deemed to be an original and shall have the same force and effect as if executed as one original by the parties.

“EXHIBIT B”

ADDITIONAL CERTIFICATION
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

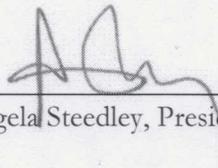
To the best of his or her knowledge and behalf:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Angela Steedley, President

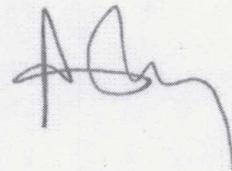
07 September 2015

Date

“EXHIBIT C”

“SECTION 3” CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the U. S. Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended (12 U. S. C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
2. The parties to this Contract will comply with the provisions of said Section 3, the regulations issued pursuant thereto by the Secretary of the U. S. Department of Housing and Urban Development as set forth in 24 CFR part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and the Urban Development (24 CFR part 135). The Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under CFR part 135, and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract, shall be a condition of federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns, to those sanctions specified by the Community Development Block Grant program through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.



City of Blue Ridge

480 West First Street •

Blue Ridge, Georgia 30513 •

(706) 632 - 2091

To: The Mayor and Council, the City of Blue Ridge. Ga.
From: Roy Parsons

The Blue Ridge Planning Commission held a public hearing on your behalf on December 15, 2015. The purpose of the hearing was to consider the request of GWG Investments, Inc. to rezone a tract of land from R-2 (Medium Residential) to C-2 (General Commercial). The property is located to the west of the Scenic Crossing Shopping Center located on Scenic Drive and is vacant land at the present time.

The property parcel number of the subject property is 0052 110 and contains +-1.0 acre.

After a review of the request as presented by the applicant, and the staff analysis as prepared by the Zoning Department, the Planning Commission recommends the subject property be rezoned from the present classification R-2 to C-2. There were no objections from the public regarding the proposed rezoning.

A MINOR LAND USE MAP AMENDMENT MUST BE APPROVED IF THE RECOMMENDATION IS ACCEPTED.

Roy Parsons
Zoning Department
The City of Blue Ridge

H400 P94

Corner	Bearing	Distance
A	N 17° 05' 00" E	100.00
B	N 89° 45' 00" E	100.00
C	N 89° 45' 00" E	100.00
D	N 89° 45' 00" E	100.00
E	N 89° 45' 00" E	100.00
F	N 89° 45' 00" E	100.00
G	N 89° 45' 00" E	100.00
H	N 89° 45' 00" E	100.00
I	N 89° 45' 00" E	100.00

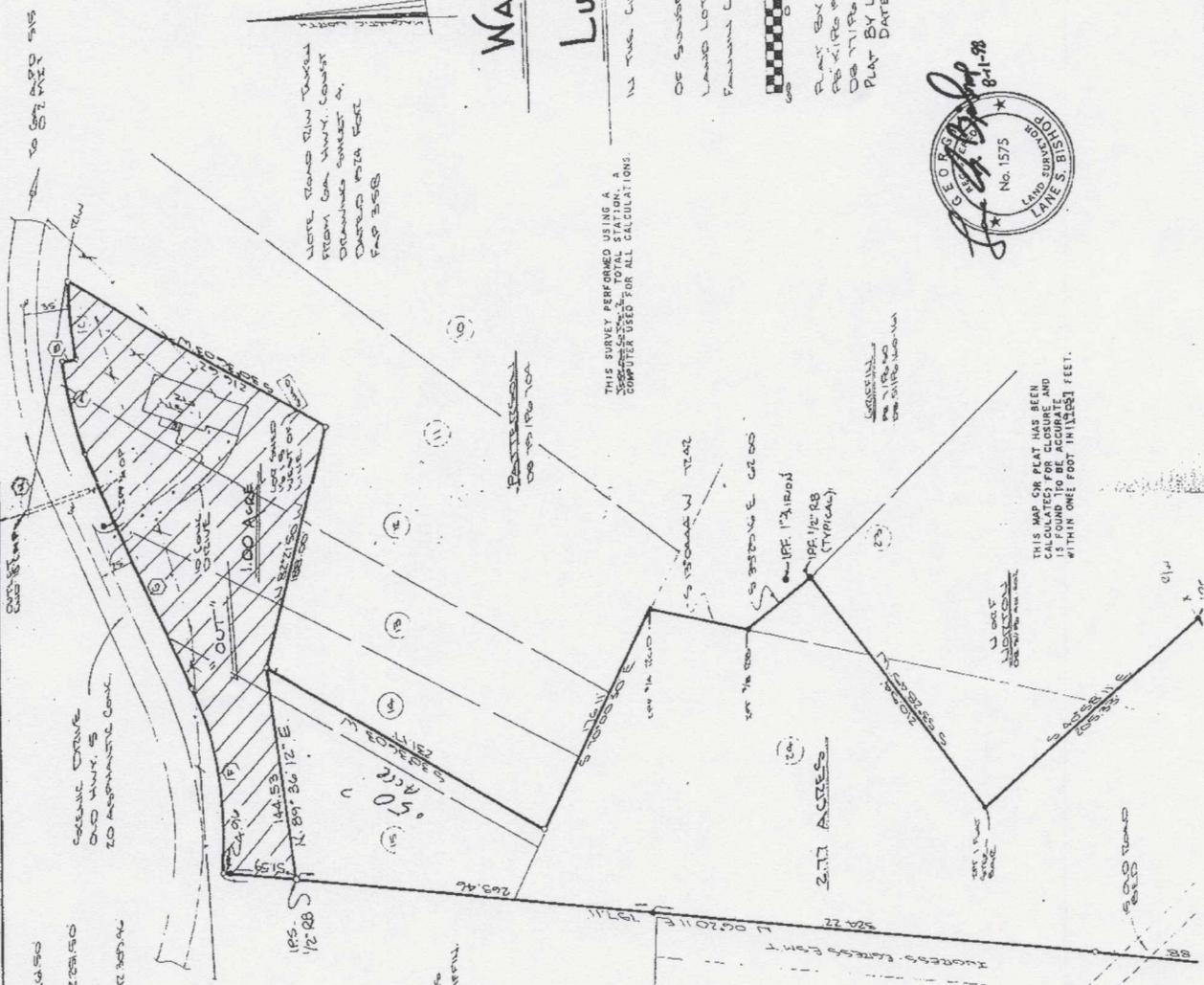
THIS SURVEY SUBJECT TO ALL RIGHTS-OF-WAY EASEMENTS AND ENCUMBRANCES SHOWN, CALCULATED, USING DIMENSIONS SHOWN ON PLAT.

NOTE: ALL LINES AND CORNERS IDENTIFIED BY CHARLES GRIFFIN.

ALL MATTERS OF TITLE BELONG TO THE OWNER.

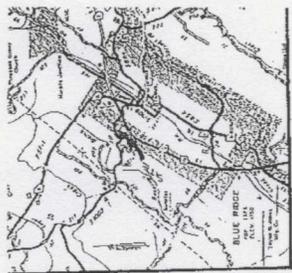
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS CORRECT WITHIN ONE FOOT THIRDS OF FEET.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS CORRECT WITHIN ONE FOOT THIRDS OF FEET.



NOTE: ROAD PLAT TAKEN FROM CORNER POINTS DRAWING SUBJECT TO CORNER MARKERS.

THIS SURVEY PERFORMED USING A COMPUTER FOR ALL CALCULATIONS.



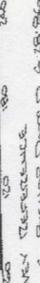
THE BEARINGS SHOWN ON THIS SURVEY WERE CALCULATED FROM ANGLES AND DISTANCES OBSERVED AT A SINGLE MAGNETIC OBSERVATION. THE BEARINGS MAY DIFFER FROM THE BEARINGS SHOWN ON A MAGNETIC DECLINATION EVEN THOUGH THE PROPERTY LINES ARE THE SAME.

Survey For
WARREN CHICK
and
LUCILLE CHICK

IN THE CITY LIMITS OF BLUE RIDGE

OF SOUTHERN DISTRICTS SUBDIVISION
LANDS LOT 275 82ND QUARTER 2ND SECTION
FRANKLIN COUNTY, GA
JULY 6, 1998

SCALE 1:100



SURVEYED BY
PLAT BY LAND SURVEYOR DATED 8-18-98
BY CHARLES GRIFFIN, L.S. 1170
OR THE SURVEYOR'S REPRESENTATIVE
PLAT BY L.S. BISHOP FOR EFFIE U. GRIFFIN
DATED APRIL, 1990.



GENERAL: PLAT FOR
CASE OF EASEMENT CORNER
PLAT FOR BOOK 1170
PAGE 94
BY CHARLES GRIFFIN
L.S. 1170
DATE 8-18-98

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS CORRECT WITHIN ONE FOOT THIRDS OF FEET.

the data upon which this survey is based has a relative closure precision of one foot in 10,000+ feet, and a relative angular error of 5" per angle point and was adjusted using the compass rule. This plat has been calculated for closure and is found to be accurate within one foot in 194,168+ feet.

Surveyed with Topcon GPT-2005 total station for angular and linear measurements in my opinion this plat is a correct representation of the land platted and has been prepared in accordance with the minimum standards and requirements of law.

Richard E. Nutt
Richard E. Nutt Ga. R.L.S. # 1797



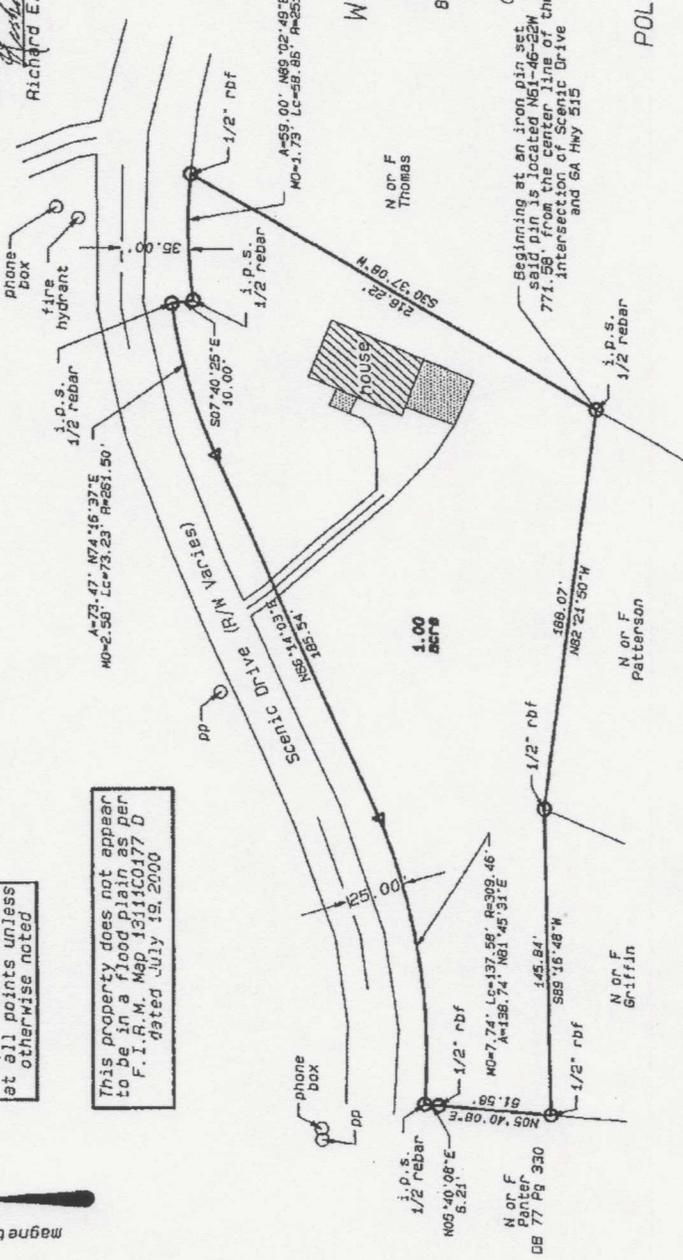
PROTECTION DISTRICTS
as per information furnished by Fannin County

Yes/no	
X	Etihley River Watershed Meter Supply
X	Toccoa River Watershed Meter Supply
X	Toccoa River Corridor

- Legend**
- i.p.s iron pin set
 - a.t.f open top pipe found
 - i.p.f iron pin found
 - P.L property line
 - C.I center line

1/2" rebar's set at all points unless otherwise noted

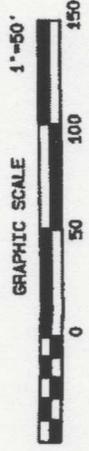
This property does not appear to be in a flood plain as per F.I.R.M. Map 13114C0177 D dated July 19, 2000



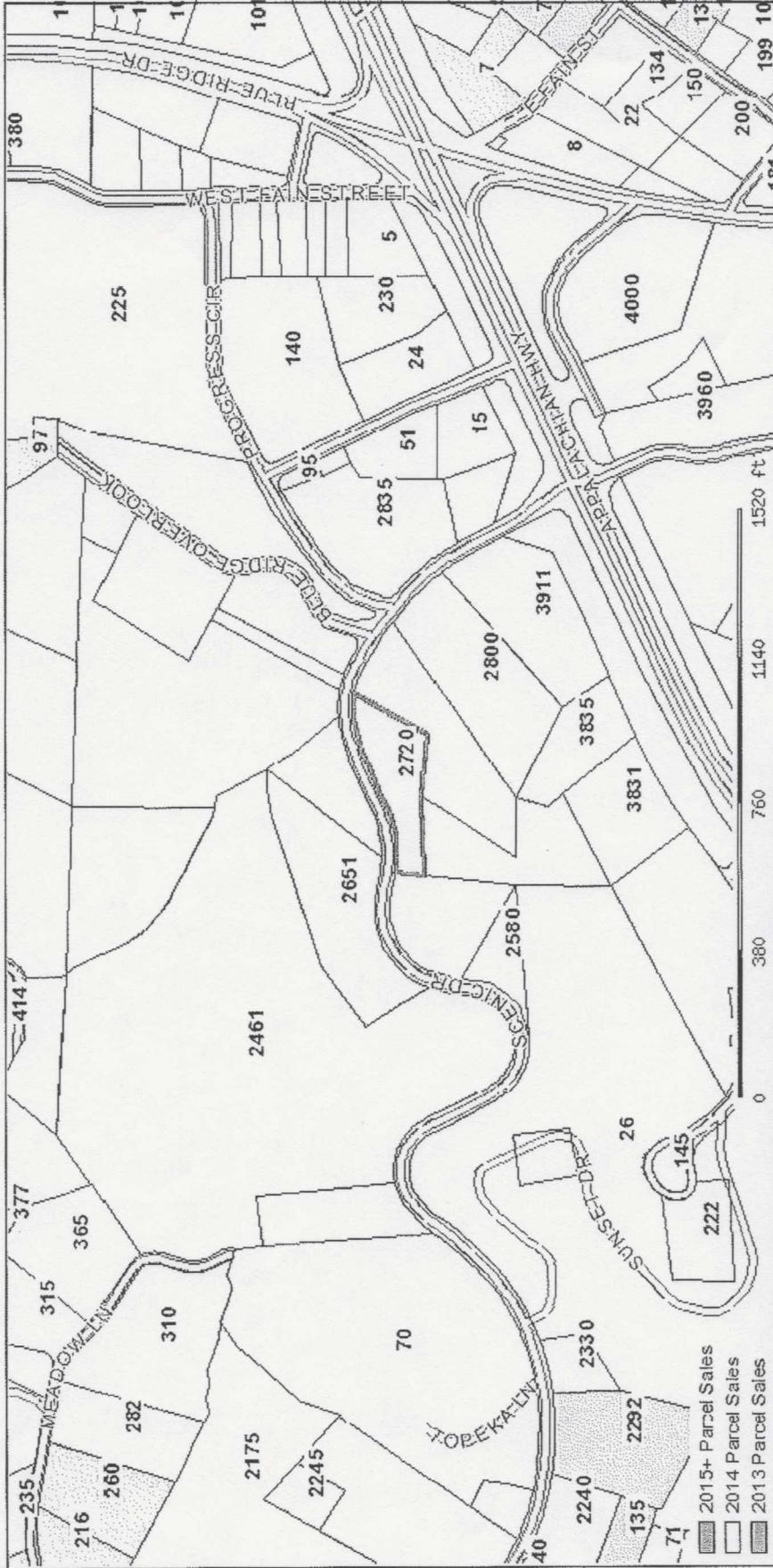
Survey for
William Gibbs
Total area: 1.00 acre
PH A-432 Pg 4
Part of Land Lot 279
8th District 2nd Section
Fannin Co., GA
Field work completed
3-3-06
Computer work completed
3-22-05

POLARIS SURVEYORS LLC
9585 Old Hwy 76
Morganton, GA 30560

All matters of title excepted
A USCG monument was
not found within 500 feet



KP/CN 0602022



Fannin County Assessor

Parcel: 0052 110 Acres: 1		Land Value	\$70,000.00
Name:	GWG INVESTMENTS INC	Building Value	\$0.00
Site:	2720 SCENIC DRIVE	Misc Value	\$0.00
Sales:	\$0 on 05-2012 Reason=GT Qual=U	Total Value	\$70,000.00
Map:	155 TRAILS END ROAD BLUE RIDGE, GA 30513		

The Fannin County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER FANNIN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS — THIS IS NOT A SURVEY —

Date printed: 12/16/15 : 15:24:50

Fannin County Assessors Office

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Owner and Parcel Information

Owner Name	GWG INVESTMENTS INC	Today's Date	November 7, 2014
Mailing Address	155 TRAILS END ROAD BLUE RIDGE, GA 30513	Parcel Number	0052 110
Location Address	2720 SCENIC DRIVE	Tax District	BLUE RIDGE (District 02)
Legal Description	8-2 LL279 DB1010-211* 1.00 AC	2013 Millage Rate	19.21
Property Class(NOTE: Not Zoning Info)	R3-Residential	Acres	1
Zoning		Neighborhood	BLUE RIDGE/ACRE
		Homestead Exemption	No (S0)
		Parcel Map	Show Parcel Map

2014 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 27,000	\$ 0	\$ 0	\$ 27,000	\$ 27,000

Land Information

Type	Description	Calculation Method	Acres	Photo
RES	BLUE RIDGE/ACRE	Acres	1	NA

Improvement Information

No improvement information associated with this parcel.

Accessory Information

Description	Year Built	Dimensions/Units	Value
No accessory information associated with this parcel.			

Sale Information

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
05/31/2012	1010 211*	A432 4	\$ 0	Gift	GIBBS BURGIA JEWELL	GWG INVESTMENTS INC
10/30/2010	953 639*		\$ 242,000	Multiple Lot	GIBBS GEORGE W & MICHELLE M	GIBBS BURGIA JEWELL
03/17/2006	706 665*	A432 4	\$ 150,000	Hse Partially Comp	CONNER LOTTIE H	GIBBS GEORGE W & MICHELLE M
06/30/1999	328 790*	A4324	\$ 60,000	Fair Market Value	CHICK WARREN S & LUC	CONNER LOTTIE H & JO
12/22/1994	221 670	24 86	\$ 60,000	Estate	GRIFFIN CHARLIE	CHICK WARREN S & LUC
00/00/0000	25 557	24 86	\$ 0	No Information		GRIFFIN CHARLIE

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The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: May 30, 2014

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MINUTES

**BLUE RIDGE MUNICIPAL PLANNING COMMISSION
DECEMBER 15, 2015**

CALL TO ORDER: 7:00 PM

MEMBERS PRESENT: MARK ENGLEDDOW: VICE-CHAIRMAN, DONNIE GILLIAM, THOMAS KAY, LISA CRAIN, DONNA CARVER-GAY

VICE CHAIRMAN ENGLEDDOW DECLARED THE PRESENCE OF A QUORUM OF THE COMMISSION MEMBERSHIP.

MINUTES OF THE SEPTEMBER 15, 2015 PLANNING COMMISSION MEETING: DONNIE GILLIAM MADE A MOTION TO APPROVE THE MINUTES AS SUBMITTED. THOMAS KAY SECONDED THE MOTION. THE MINUTES WERE UNANIMOUSLY APPROVED.

VICE CHAIRMAN ENGLEDDOW CLOSED THE REGULAR MEETING AND OPENED THE PUBLIC HEARING SESSION.

ROY PARSONS, SECRETARY TO THE PLANNING COMMISSION, READ THE CHAIRMAN'S OPENING REMARKS.

- 1. GWG INVESTMENTS, INC: SCENIC DRIVE, PARCEL 0052 110. PROPOSED REZONING FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL). WILLIAM GIBBS WAS PRESENT TO ADDRESS THE COMMISSION. HE ADVISED THE COMMISSION THAT HE HAD PURCHASED THE PROPERTY WITH THE BELIEF THAT IT WAS ZONED C-2. GIBBS STATED THAT HE INTENDS TO BUILD AN OFFICE BUILDING ON THE PROPERTY.**

VICE CHAIRMAN ENGLEDDOW ASKED IF THERE WERE ANY QUESTIONS FROM THE COMMISSION. THERE WERE NO QUESTIONS. NO OBJECTIONS FROM THE PUBLIC WERE FILED.

- 2. AMENDMENT TO THE ZONING ORDINANCE BY INCLUDING GUIDELINES PERTAINING TO THE INSTALLATION AND USE OF SOLAR POWER SYSTEMS AND ASSOCIATED COMPONENTS.**

ROY PARSONS, ZONING ADMINISTRATOR FOR THE CITY OF BLUE RIDGE PRESENTED THE PROPOSAL ON BEHALF OF THE MAYOR AND COUNCIL. PARSONS STATED THAT THE AMENDMENT REGARDING SOLAR POWER SYTEMS IS AN EFFORT

TO KEEP THE BLUE RIDGE ZONING ORDINANCE CURRENT WITH MODERN TECHNOLOGY. HE READ SEVERAL SECTIONS OF THE AMENDMENT AND EXPLAINED THE EFFECT OF THE CHANGES. THE COMMISSION MEMBERS HAD RECEIVED THE PROPOSED DOCUMENT FOR THEIR REVIEW IN ADVANCE OF THE HEARING.

3. SIGN ORDINANCE AMENDMENTS: ROY PARSONS, ZONING ADMINISTRATOR FOR THE CITY OF BLUE RIDGE PRESENTED THE PROPOSED AMENDMENT ON BEHALF OF THE MAYOR AND COUNCIL. HE READ OVER THE PROPOSED CHANGES AND EXPLAINED THE EFFECT OF THE CHANGES. THE PLANNING COMMISSION MEMBERS HAD RECEIVED THE PROPOSED CHANGES FOR THEIR REVIEW IN ADVANCE OF THE HEARING. DISCUSSION OF THE PROPOSAL AMONG THE COMMISSION MEMBERS FOLLOWED.

VICE-CHAIRMAN ENGLENDOW CLOSED THE PUBLIC HEARING AND OPENED THE REGULAR MEETING.

1. GWG INVESTMENTS, INC. VICE-CHAIRMAN ENGLENDOW CALLED FOR A MOTION. DONNIE GILLIAM MOVED TO APPROVE THE REQUEST TO REZONE THE SUBJECT PROPERTY FROM R-2 (MEDIUM RESIDENTIAL) TO C-2(GENERAL COMMERCIAL). DONNA CARVER-GAY SECONDED THE MOTION. THE MOTION WAS APPROVED UNANIMOUSLY. THE COMMISSION MEMBERSHIP HAD BEEN PROVIDED WITH THE STAFF ANALYSIS REGARDING THE PROPOSAL PRIOR TO THE HEARING

GILLIAM MOVED TO RECOMMEND THAT THE FUTURE LAND USE MAP REFLECT THE CHANGE AS A MINOR LAND USE MAP AMENDMENT. THOMAS KAY SECONDED THE MOTION. THE MOTION PASSED UNANIMOUSLY.

THE RECOMMENDATIONS WILL BE SUBMITTED TO THE MAYOR AND COUNCIL FOR CONSIDERATION.

2. AMENDMENT TO THE ZONING ORDINANCE TO ADD SOLAR POWER SYSTEMS AND COMPONENTS AS REQUESTED BY THE BLUE RIDGE MAYOR AND COUNCIL.

VICE-CHAIRMAN ENGLENDOW CALLED FOR A MOTION. THOMAS KAY MOVED TO APPROVE THE PROPOSED CHANGE TO THE ZONING ORDINANCE. DONNIE GILLIAM SECONDED THE MOTION. THE MOTION PASSED UNANIMOUSLY.

3. AMENDMENT TO THE SIGN ORDINANCE. VICE-CHAIRMAN ENGLENDOW CALLED FOR A MOTION REGARDING THE PROPOSED AMENDMENT. LISA CRANE MOVED TO APPROVE THE AMENDMENT. DONNIE GILLIAM SECONDED THE MOTION. THE MOTION WAS UNANIMOUSLY APPROVED.

A COPY OF THE PROPOSED CHANGES TO THE ZONING ORDINANCE PERTAINING TO SOLAR POWER EQUIPMENT AND ASSOCIATED COMPONENTS AND THE BLUE RIDGE SIGN ORDINANCE ARE ATTACHED TO THESE MINUTES.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED

FIRST READING January 12, 2016

PASSED _____

AN ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING ONE TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL 0052 110 OWNED BY GWG INVESTMENTS , INC. AND BEING APPROXIMATELY 1.00 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM A MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT TO A GENERAL COMMERCIAL (C-2) DISTRICT, 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 Blue Ridge, Georgia as follows:

SECTION 1. ZONING IMPOSED WITHOUT CONDITIONS.

(a) That from and after the passage of this ordinance the following described parcel within the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as a General Commercial (C-2) District, being designed as tax parcel 0051 110 and currently owned by GWG Investments, Inc., and being approximately 1.00 acres, with the following conditions:

Conditions:

- (1) None.

Legal Description:

(b) The legal description of the above-referenced property, which is being rezoned from a Medium Density Residential (R-2) District to a General Commercial (C-2) District, is as follows:

All that tract or parcel of land being approximately 1.00 acres, and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by GWG Investments, Inc., and more particularly described on the plat which is attached hereto, and incorporated by reference hereof, into this legal description.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 3. SEVERABILITY OF PARAGRAPHS.

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

SECTION 4. AMENDMENT TO THE ZONING MAP.

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

SECTION 5. EFFECTIVE DATE.

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

SO ORDAINED this _____ day of _____, 2016.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Councilperson

Attest:

Kelsey Ledford, City Clerk

FIRST READING January 5, 2016

PASSED January 12, 2016

AN ORDINANCE NO. 2016-01-12

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF BLUE RIDGE, GEORGIA TO PROVIDE A NEW TITLE XVI; IDENTITY THEFT PREVENTION PROGRAM; TO COMPLY WITH FEDERAL REGULATIONS RELATING TO ADDRESS DISCREPANCIES; TO COMPLY WITH FEDERAL REGULATIONS RELATING TO RED FLAGS AND IDENTITY THEFT; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, pursuant to federal law the Federal Trade Commission adopted Identity Theft Rules requiring the creation of certain policies relating to the use of consumer reports, address discrepancy and the detection, prevention and mitigation of identity theft;

WHEREAS, the Federal Trade Commission regulations, adopted as 16 CFR § 681.1 require creditors, as defined by 15 U.S.C. § 1681a(r)(5) to adopt red flag policies to prevent and mitigate identity theft with respect to covered accounts;

WHEREAS, 15 U.S.C. § 1681a(r)(5) cites 15 U.S.C. § 1691a, which defines a creditor as a person that extends renews or continues credit, and defines 'credit' in part as the right to purchase property or services and defer payment therefore;

WHEREAS, the Federal Trade Commission regulations include utility companies in the definition of creditor;

WHEREAS, the City of Blue Ridge is a creditor with respect to 16 CFR § 681.1 by virtue of providing utility services or by otherwise accepting payment for municipal services in arrears;

WHEREAS, the Federal Trade Commission regulations define 'covered account' in part as an account that a creditor provides for personal, family or household or household purposes that is designed to allow multiple payments or transactions and specifics that a utility account is a covered account;

WHEREAS, the Federal Trade Commission regulations require each creditor to adopt an

Identity Theft Prevention Program which will use red flags to detect, prevent and mitigate identity theft related to information used in covered accounts;

WHEREAS, the City provides water, sewer and other services for which payment is made after the product is consumed or the service has otherwise been provided which by virtue of being utility accounts are covered accounts;

WHEREAS, customer accounts for other services for which payment is made after the product is consumed or the service has otherwise been provided are covered accounts by virtue of being for household purposes and allowing for multiple payments or transactions;

WHEREAS, the Federal Trade Commission regulations, adopted as 16 CFR 681.2, require users of consumer credit reports to develop policies and procedures relating to address discrepancies between information provided by a consumer and information provided by a consumer credit company;

WHEREAS, the City of Blue Ridge uses consumer credit reports to establish various customers accounts; and

NOW, THEREFORE, BE IT ORDAINED that the City of Blue Ridge adopts the following Identity Theft Prevention Program:

SECTION 1.

The Code of the City of Blue Ridge is hereby amended by adding a Title to be numbered XVI, which said Title reads as follows:

“Title XVI”

Identity Theft Prevention Program

Section 160.01. Short Title.

This article shall be known as the Identity Theft Prevention Program.

Section 160.02. Purpose.

The purpose of this Title is to comply with 16 CRF § 681.1 in order to detect, prevent and mitigate identity theft by identifying and detecting identity theft red flags and by responding to such red flags in a manner that will prevent identity theft.

Section 160.03. Definitions.

For purposes of this Article, the following definitions apply.¹

¹ Other than “City” and “personal identifying information”, definitions provided in this section are based on the definitions provided in 16 CFR § 681.1.

(a) 'City' means the City of Blue Ridge.

(b) 'Covered account' means (i) An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transaction, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings accounts; and (ii) Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the operational, compliance, reputation, or litigation risks.

(c) 'Credit' means the right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.

(d) 'Creditor' means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit and includes utility companies and telecommunications companies.

(e) 'Customer' means a person that has a covered account with a creditor.

(f) 'Identify theft' means a fraud committed or attempted using identifying information of another person without authority.

(g) 'Person' means a natural person, a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

(h) 'Personal Identifying Information' means a person's credit card account information, debt card information bank account information and drivers' license information and for a natural person includes their Social Security number, mother's birth name, and date of birth.

(i) 'Red flag' means a pattern, practice, or specific activity that indicates the possible existence of identity theft.

Section 160.04. Findings.

(1) The City is a creditor pursuant to 16 CFR § 681.1 due to its provision or maintenance of covered accounts for which payment is made in arrears.

(2) Covered accounts offered to customers for the provision of City services include water, sewer and other covered accounts.

(3) The City's previous experience with identity theft related to covered accounts is as

follows:

A few attempts have been made but caught by the City.

(4) The processes of opening a new covered account, restoring an existing covered account, making payments on such account, have been identified as potential processes in which identity theft could occur.

(5) The City limits access to personal identifying information to those employees responsible for or otherwise involved in opening or restoring covered accounts or accepting payment for use of covered accounts. Information provided to such employees is entered directly into the City's computer system and is also held in hard copy form as to certain covered accounts.

(6) The City determines that there is a low risk of identity theft occurring in the following ways:

a. Use by an applicant of another's person's personal identifying information to establish a new covered account;

b. Use of a previous customer's personal identifying information by another person in an effort to have service restored in the previous customer's name;

c. Use of another person's credit card, bank account, or other method of payment by a customer to pay such customer's covered account or accounts; and

d. Use by a customer desiring to restore such customer's covered account of another person's credit card, bank account, or other method of payment;

Section 160.05. Process of Establishing a Covered Account.

(1) As a precondition to opening a covered account in the City, each applicant shall provide the City with personal identifying information of the customer being a valid government issued identification card containing a photograph of the customer or, for customers who are not natural persons, a photograph of the customer's agent opening the account. Such applicant may also provide any information necessary for the department providing the service for which the covered account is created to access the applicant's consumer credit report.

(2) Each account shall be assigned an account number and may be assigned a personal identification number (PIN) which shall be unique to that account. The City may utilize computer software to randomly generate assigned PINs and to encrypt account numbers and PINs.

Section 160.06. Access to Covered Account Information.

(1) Access to customer accounts shall be password protected and shall be limited to authorized City personnel.

(2) Such password(s) shall be changed by City Administration on a regular basis, may be at least 8 characters in length and may contain letters, numbers and symbols.

(3) Access to hard copies of customer accounts shall be restricted to just the personnel that work with said accounts and maintained in a locked room or locked filing cabinet.

(4) Any unauthorized access to or other breach of customer accounts is to be reported immediately to the City Manager and the password changed immediately.

(5) Personal identifying information included in customer accounts is considered confidential and any request or demand for such information shall be immediately forwarded to the City Manager and the City Attorney.

Section 160.07. Credit Card Payments.

(1) In the event that credit card payments that are made over the Internet are processed through a third party service provider, such third party service provider shall certify that it has an adequate identity theft prevention program in place that is applicable to such payments.

(2) All credit card payments made over the telephone or the City's website shall be entered directly into the customer's account information in the computer data base.

(3) Account statements and receipts for covered accounts may include only the last four digits of the credit or debit card or the bank account used for payment of the covered account.

Section 160.08. Sources and types of Red Flags.

All employees responsible for or involved in the process of opening a covered account, restoring a covered account or accepting payment for a covered account shall check for red flags as indicators of possible theft and such red flags may include:

(1) Alerts from consumer reporting agencies, fraud detection agencies or service providers. Examples of alerts include but are not limited to:

a. A fraud or active duty alert that is included with a consumer report;

b. A notice of credit freeze in response to a request for a consumer report;

c. A notice of address discrepancy provided by a consumer reporting agency;

d. Indications of a pattern of activity in a consumer report that is inconsistent with the history and usual pattern of activity in a consumer report that is inconsistent with the

history and usual pattern of activity of an applicant or customer, such as:

- i. A recent and significant increase in the volume of inquiries;
- ii. An unusual number of recently established credit relationships;
- iii. A material change in the use of credit, especially with respect to recently established credit relationships; or
- iv. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

(2) Suspicious documents. Examples of suspicious documents include:

- a. Documents provided for identification that appear to be altered or forged;
- b. Identification on which the photograph or physical description is inconsistent with the appearance of the applicant or customer;
- c. Identification on which the information is inconsistent with information provided by the applicant or customer;
- d. Identification on which the information is inconsistent with readily accessible information that is on file with the financial institution or creditor, such as a signature card or a recent check; or
- e. An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.

(3) Suspicious personal identification, such as suspicious address change. Examples of suspicious identifying information include:

- a. Personal identifying information that is inconsistent with external information sources used by the financial institution or creditor. For example:
 - i. The address does not match any address in the consumer report; or
 - ii. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.
- b. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer, such as a lack of correlation between the SSN range and date of birth.
- c. Personal identifying information or a phone number or address, is associated

with known fraudulent applications or activities as indicated by internal or third-party sources used by the financial institution or creditor.

d. Other information provided, such as fictitious mailing address, mail drop addresses, jail addresses, invalid phone numbers, fictitious email addresses, pager numbers or answering services, is associated with fraudulent activity.

e. The SSN provided is the same as that submitted by other applicants or customers.

f. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of applicants or customers.

g. The applicant or customer fails to provide all required personal identifying information that is on file with the financial institution or creditor.

h. Personal identifying information is not consistent with personal identifying information that is on file with the financial institution or creditor.

i. The applicant or customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

(4) Unusual use of or suspicious activity relating to a covered account. Examples of suspicious activity include:

a. Shortly following the notice of change of address for an account, City receives a request for the addition of authorized users on the account.

b. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:

i. The customer fails to make the first payment or makes an initial payment but no subsequent payments.

c. An account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

i. Nonpayment when there is no history of late or missed payments;

ii. A material change in purchasing or spending patterns;

d. An account that has been inactive for a long period of time is used (*taking into consideration the type of account, the expected pattern of usage and other relevant factors*).

e. Mail sent to the customer is returned repeatedly as undeliverable although

transactions continue to be conducted in connection with the customer's account.

f. The City is notified that the customer is not receiving paper account statements.

g. The City is notified of unauthorized charges or transactions in connection with a customer's account.

h. The City is notified by a customer, law enforcement or another person that it has opened a fraudulent account for a person engaged in identify theft.

(5) Notice from customers, law enforcement, victims or other reliable sources regarding possible identity theft or phishing relating to covered accounts.

Section 160.09. Prevention and Mitigation of Identity Theft.

(1) In the event that any City employee responsible for or involved in restoring an existing covered account or accepting payment for a covered account becomes aware of red flags indicating possible identity theft with respect to existing covered accounts, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests a threat of identity theft. If, in his or her discretion, such employee determines that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Mayor or City Manager. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Mayor or City Manager, who may in his or her discretion determine that no further action is necessary. If Mayor or City Manager in his or her discretion determines that further action is necessary, a City employee shall perform one or more of the following responses, as determined to be appropriate by the Mayor or City Manager:

a. Contact the customer;

b. Make the following changes to the account if, after contacting the customer, it is apparent that someone other than the customer has accessed the customer's covered account:

i. change any account numbers, passwords, security codes, or other security devices that permit access to an account; or

ii. close the account;

c. Cease attempts to collect additional charges from the customer and decline to sell the customer's account to a debt collector in the event that the customer's account has been accessed without authorization and such access has caused additional charges to accrue;

d. Notify a debt collector within one week of the discovery of likely or probable

Section 160.11. Program Administration.

City Administrative Staff is responsible for oversight of the program and for program implementation. The City Mayor or City Manager is responsible for reviewing reports prepared by staff regarding compliance with red flag requirements and with recommending material changes to the program, as necessary in the opinion of the City Mayor or City Manager, to address changing identity theft risks and to identify new or discontinued types of covered amounts. Any recommended material changes to the program shall be submitted to the City Council for consideration by the Council.

(1) The City Administrative Staff will report to the City Mayor or City Manager periodically, on compliance with the red flag requirements. The report will address material matters related to the program and evaluate issues such as:

- a. The effectiveness of the policies and procedures of City in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
- b. Service provider arrangements;
- c. Significant incidents involving identity theft and management's response; and
- d. Recommendation for material changes to the Program.

(2) The City Administrative Staff is responsible for providing training to all employees responsible for or involved in opening a new covered account, restoring an existing covered account or accepting payment for a covered account with respect to the implementation and requirements of the Identify Theft Prevention Program. The City Administrative Staff shall exercise his or his discretion in determining the amount and substance of training necessary.

Section 160.12. Outside Service Providers.

In the event that the City engages a service provider to perform an activity in connection with one or more covered accounts the City Administrative Staff shall exercise his or her discretion in reviewing such arrangements in order to ensure, to the best of his or her ability, that the service provider's activities are conducted in accordance with policies and procedures, agreed upon by contract, that are designed to detect any red flags that may arise in the performance of the service provider's activities and take appropriate steps to prevent or mitigate identity theft."

SECTION 2.

identity theft relating to a customer account that has been sold to such debt collector in the event that a customer's account that has been sold to such debt collector prior to the discovery of the likelihood or probability of identity theft relating to such account;

e. Notify law enforcement, in the event that someone other than the customer has accessed the customer's account causing additional charges to accrue or accessing personal identifying information; or

f. Take other appropriate action to prevent or mitigate identity theft.

(2) In the event that any City employee responsible for or involved in opening a new covered account becomes aware of red flags indicating possible identity theft with respect to an application for a new account, such employee shall use his or her discretion to determine whether such red flag or combination of red flags suggests that identity theft or attempted identity theft is likely or probable, such employee shall immediately report such red flags to the Mayor or City Manager. If, in his or her discretion, such employee deems that identity theft is unlikely or that reliable information is available to reconcile red flags, the employee shall convey this information to the Mayor or City Manager, who may in his or her discretion determine that further action is necessary, a City employee shall perform one or more of the following responses, as determined to be appropriate by the Mayor or City Manager:

a. Request additional identifying information from the applicant;

b. Deny the application for the new account;

c. Notify law enforcement of possible identity theft; or

d. Take other appropriate action to prevent or mitigate identity theft.

Section 160.10. Updating the Program.

The City Council shall periodically review and, as deemed necessary by the Council, update the Identity Theft Prevention Program along with any relevant red flags in order to reflect changes in risks to customers or to the safety and soundness of the City and its covered accounts from identity theft. In so doing, the City Council shall consider the following factors and exercise its discretion in amending the program:

(1) The City's experiences with identity theft;

(2) Updates in methods of identity theft;

(3) Updates in customary methods used to detect, prevent, and mitigate identity theft;

(4) Updates in the types of accounts that the City offers or maintains; and

(5) Updates in service provider arrangements.

Treatment of Address Discrepancies.

Section 161.01 Short Title.

Treatment of Address Discrepancies.

Section 161.02. Purpose.

Pursuant to 16 CFR § 681.2 the purpose of this Section is to establish a process by which the City will be able to form a reasonable belief that a consumer report relates to the consumer about whom it has requested a consumer credit report when the City has received a notice of address discrepancy.

Section 161.03. Definitions.

For purposes of this article, the following definitions apply:

(1) 'Notice of address discrepancy' means a notice sent to a user by a consumer reporting agency pursuant to 15 U.S.C. § 1681(c)(h)(1), that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.²

(2) 'City' means City of Blue Ridge.

Section 161.04. Policy.

In the event that the City receives a notice of address discrepancy, the City employee responsible for verifying consumer addresses for the purpose of providing the municipal service or account sought by the consumer shall perform one or more of the following activities, as determined to be appropriate by such employee:

(1) Compare the information in the consumer report with:

a. Information the City obtains and uses to verify a consumer's identity in accordance with the requirements of the Customer Information Program rules implementing 31 U.S.C. § 5318(l);

b. Information the City maintains in its own records, such as application for service, change of address notices, other customer account records or tax records; or

c. Information the City obtains from third-party sources that are deemed reliable by the relevant City employee; or

(2) Verify the information in the consumer report with the consumer.

² See 16 CFR § 681.2(c).

Section 161.05. Furnishing Consumer's Address to Consumer Reporting Agency.

(1) In the event that the City reasonably confirms that an address provided by a consumer to the City is accurate, the City is required to provide such address to the consumer reporting agency from which the City received a notice of address discrepancy with respect to such consumer. This information is required to be provided to the consumer reporting agency when:

- a. The City is able to form a reasonable belief that the consumer report relates to the consumer about whom the City requested the report;
- b. The City establishes a continuing relation with the consumer; and
- c. The City regularly and in the ordinary course of business provides information to the consumer reporting agency from which it received the notice of address discrepancy.

(2) Such information shall be provided to the consumer reporting agency as part of the information regularly provided by the City to such agency for the reporting period in which the City establishes a relationship with the customer.

Section 161.06. Methods of Confirming Consumer Addresses.

The City employee charged with confirming consumer addresses may, in his or her discretion, confirm the accuracy of an address through one or more of the following methods:

- (1) Verifying the address with the consumer;
- (2) Reviewing the City's records to verify the consumer's address;
- (3) Verifying the address through third party sources; or
- (4) Using any other reasonable processes.

SECTION 3.

The preamble to this ordinance is hereby incorporated into this ordinance as if set out fully herein.

SECTION 4.

All parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 5.

The adoption date of this ordinance is the 12th day of January, 2016.

SECTION 6.

The effective date of this ordinance is upon passage.

ORDAINED by the Mayor and Council of the City of Blue Ridge this the 12th day of January, 2016.

BLUE RIDGE CITY COUNCIL

By: Donna White
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson



Attest:

Kelsey Ledford
Kelsey Ledford, City Clerk

5999/W110626

41 HIAWATHA TRL EVENTS

09/26/14 – Steve Mull & Tony Byrd went to the area of 41 Hiawatha Trl looking for a leak. While digging around the City's valve box they accidentally broke the service line to 41 Hiawatha Trl. Because we did not have the part to do the repair and Home Depot had already closed, Tony & Steve decided to call a certified plumber. They got a hold of Chad Stephens, who was willing to come immediately to do the repair. He repaired the pvc fitting to the water spigot on the customer side, where it was damaged by the City.

The City paid for repair made by Chad Stephens and also paid for a load of mulch for the customer to restore the area to normal.

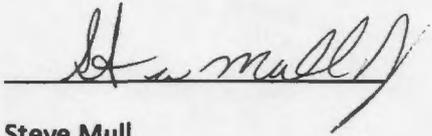
The bill for this time period did not change from the average because the meter was cut off as soon as the line was broken. The billing period from 9/8/14 – 10/8/14 was for 3920 gallons at a cost of \$52.36.

12/8/15 – (14 ½ months later) Jim Robinson responded to a leak check at 41 Hiawatha trl. He found the problem to be the male adaptor on the customer side just past the meter. According to Jims statement he repaired the line for the customer because he felt sorry for her, but he did not feel like the plumber had done anything wrong on his repair and he did find the line to be in a bind. He knows that he should not have made the repair for the customer on 12/8/15.

The customer is now asking for her water bill to be adjusted for this time period. She feels that if not for the original incident she would not have had this problem. Jim Robinson did state that he felt the problem was unrelated to anything the plumber did. For the billing period 11/10/15 to 12/08/15 - 69,445 gallons went through the meter at charge of \$695.45.

City Attorney David Syfan has responded that the liability should fall back to the plumber on the repair and it would be up them to determine if it is still under warranty after 14 ½ months. Mr. Syfan also stated that the City should not violate the adjustment policy that is in place.

On September 26 2014 I went with Tony Byrd to Mountain Tops, they had people out of water and we were looking for the leak. We dug into the valve box near 41 Hiawatha Trl because the valve was screaming, sounded like a leak. When digging into that valve box we got into the service line for 41 Hiawatha Trl. We went to get parts but home depot was closed. We called Chad Stephens because we did not have the parts to fix her line and did not want to leave her without water. Chad Stephens repaired from the meter to the customers' spigot. We found our leak on the 2" line and repaired it.

A handwritten signature in cursive script, appearing to read "Steve Mull", is written over a horizontal line.

Steve Mull

On September 26 2014 I was on call. The customer at 41 Hiawatha Trl called and said they heard a noise coming from the ground. There were people in the area out of water and we were searching for a leak. Me and Steve went to 41 Hiawatha Trl, could hear the water near the valve box so we dug into the ground to see if we could find the leak on the 8" line that runs by the house. As we were digging we caught the customers' service line and pulled pipe fitting apart. We went to the shop and didn't have the parts to fix it, we went to home depot and they were closed. Could not get a hold of anyone about what to do so we called the plumber Chad Stephens to fix where the pvc fitting came into at her water spigot. Chad came and made the repairs.



Tony Byrd

On December 8th 2015 at 41 Hiawatha Trail, I responded to a call for a leak check. Upon arriving I spent about 5 minutes digging up the mulch to see the customer line. I found that the male adaptor on the customers' side of the meter was broken. I didn't feel like the plumber did anything wrong and the line was not in a bind. Male adaptors whether installed by plumbers or utilities are a common place for leakage. I felt sorry for her because she said her husband had died and she had no one to help her so I fixed it anyway.

A handwritten signature in cursive script that reads "Jim Robinson". The signature is written in black ink and is positioned above a solid horizontal line.

Jim Robinson

CITY OF BLUE RIDGE

011974

Vendor: 3871
STEPHENS PLUMBING

10/09/2014

11974

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
451564	09/26/2014	26279	505-52-4440-3900	FIX BROKEN WATER LIN	100.00

100.00

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

UNITED COMMUNITY BANK
4000 Appalachian Hwy
Blue Ridge, GA 30513

011974

11974

PAY

ONE HUNDRED AND XX / 100

DATE

10/09/2014

AMOUNT

*****100.00

TO THE
ORDER
OF

STEPHENS PLUMBING

CITY OF BLUE RIDGE
GENERAL FUND

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈011974⑈ ⑆061103454⑆ 010 595 6⑈

CITY OF BLUE RIDGE

011974

Vendor: 3871	STEPHENS PLUMBING			10/09/2014	11974
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
451564	09/26/2014	26279	505-52-4440-3900	FIX BROKEN WATER LINE	100.00

CHECK AMOUNT:

100.00

451564

CLIENT

DATE

9-26-14

TERMS

TO

City of Blue Ridge

ADDRESS

Mountain Tops

IN ACCOUNT WITH

Stephens Plumbing

Johnny - 706-455-0845

Chad - 706-455-4214

fixed broken
waterline

parts & labor

100⁰⁰

DC5812

A

CF

CITY OF BLUE RIDGE

Vendor: 3871
PAT KEENE

10/09/2014

011968
11968

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
092214	09/22/2014	26253	505-53-4440-1101	MULCH- RAPAIR FROM V	68.48

68.48

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

CITY OF BLUE RIDGE

180 WEST FIRST STREET
BLUE RIDGE, GA 30513

UNITED COMMUNITY BANK
4000 Appalachian Hwy
Blue Ridge, GA 30513

64-345
611

011968
11968

PAY

SIXTY-EIGHT AND 48/100

DATE

10/09/2014

AMOUNT

*****68.48

TO THE
ORDER
OF

PAT KEENE
41 HIAWATHA TRAIL
BLUE RIDGE, GA 30513

CITY OF BLUE RIDGE
GENERAL FUND

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈011968⑈ ⑆061103454⑆ 010 595 6⑈

CITY OF BLUE RIDGE

011968

<u>Vendor:</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
3871	092214	09/22/2014	26253	505-53-4440-1101	MULCH- RAPAIR FROM W.	68.48

CHECK AMOUNT:

68.48

The City collects revenue over-the-counter and through the mail from the general public in the form of cash, personal checks and money orders. The City also offers online payment options and direct debit of customers' bank accounts for repetitive payments such as monthly utility bill payments.

It is the policy of the City to exercise appropriate internal control over all cash received, to ensure that they are collected, documented, recorded and deposited to the correct bank accounts and to detect and deter error and fraud. Suitable controls have been established where payments are received. All funds are placed in a safe or vault at night or when the deposit is completed and deposits are taken to the bank daily in locked bags.

- Revenue received from customers should always be given a receipt for all cash receipts. Utility payments may not have a receipt issued if paid by check or money order since clearing of the document can serve as receipt.
- All checks received should have valid contact information, such as address, telephone, and driver's license number, so returned checks can be collected. Identification should be reviewed for authenticity and if appearance is questionable, the identification should be copied and this should be sent to the City Police Department in adherence with the Red Flag laws.

All cash drawers should be balanced daily to receipts and the beginning drawer balance. Any variance should be examined immediately and identified and corrected before the deposit is remitted to the bank. All supporting paperwork for collections should be submitted to the finance department daily for posting. Any drawer variance that cannot be identified and corrected should be documented and signed by the Office Supervisor. Employees will receive disciplinary action, such as but not limited to a written documentation in the personnel file, for more than three variances greater than \$10.00 within six months.

WRITE-OFFS AND ADJUSTMENTS

The City of Blue Ridge Water & Sewer will only adjust a water bill if the billed amount for the water exceeds the average bill for water by \$1,000. The customer must provide proof that the line has been repaired before an adjustment can be made. The customer must pay at least the City's cost to produce on water that went through their meter. A customer who turns their bill into an insurance company to be reimbursed is not eligible for an adjustment. Sewer adjustments are considered separate and are based upon whether they impacted the City sewer system. Proof must be provided that the leak did not enter the sewer system and the billed amount must exceed the average by \$100. Adjustments for errors on the City's part such as meter reading errors and data entry errors should be at the discretion of the Utility Billing Supervisor. Penalty and cut-off adjustments for Water & Sewer should be at the discretion of the Utility Billing Supervisor. All adjustments should be documented and include periodic review of the Office Supervisor or Finance Director.

Write-offs for Water & Sewer should be at the discretion of the Utility Billing Supervisor for closed accounts where the account holder is deceased or has filed bankruptcy. The Utility Billing Supervisor can write-off any closed accounts with balances over 10 years old. Write-offs made by the Utility Billing Supervisor should include documentation showing review of the Office Supervisor or Finance Director. All other write-offs should be approved by the City Council.

All other adjustments, including but not limited to taxes and business licenses, should be made by the Tax and License Clerk and should be documented and maintained for periodic review by the Finance Director or Office Supervisor.

Originally adopted July 14, 2015



December 16, 2015

Honorable Donna Whitener, Mayor
City of Blue Ridge
480 W. First Street
Blue Ridge, Georgia 30513-4678

RE: Community Facilities Loan/Grant Program
Application for Federal Assistance

Purchase Skid Steer

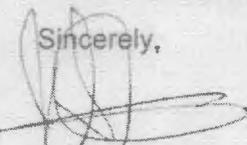
Dear Mayor Whitener:

We have received your request for Federal Assistance and have determined that your proposal is eligible for funding by this Agency and can compete with similar applications from other eligible applicants. Attached are pertinent eligibility issues that should be carefully considered before deciding to proceed. Please review these Attachments carefully, especially Attachment B regarding a required public meeting.

This eligibility determination does not mean that funds have been approved for this project. A funding commitment will come with the approval of a complete application.

You will be contacted by a Community Programs Specialist from the Cartersville Office to arrange an Application/Docket Conference. Based upon the funds available for this program and the number of applications pending, we anticipate that funds will be available during this Fiscal Year which ends on September 30, 2016. You requested approximately \$44,440.00 in Federal funding in your application. While we will need to analyze this amount in more detail, we are agreeable to consideration of this amount in the formal application.

Sincerely,


JOHN E. STANEK
Community Programs Director

Enclosures

cc: State Director, USDA, Rural Development, Athens, Georgia

Rural Development • Georgia State Office • Community Programs Division
355 E. Hancock Ave, RM 304 • Athens, GA 30601
Voice (706) 546-2171 • TDD (706) 546-2034 • Fax (855) 452-0958

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Attachment A

Prior to the Application/Docket Conference, it will be necessary for Rural Development to review and approve the following documents:

1. Preliminary Engineering Report (PER) or Preliminary Architectural Report (PAR)
2. EJCDC Agreement Between Owner and Engineer (EJCDC) or Agreement for Architectural Services (AAS)
3. Form RD 1940-20, "Request for Environmental Information" or Environmental Report

Status of each of the above documents is as follows:

1. PER/PAR – N/A

- a. approved ____ (for planning purposes)
- b. received, but not yet approved ____
- c. not yet received ____
(you should forward a copy to the Area Office)

2. EJCDC/AAS – N/A

- a. approved ____
- b. received, but not yet approved ____
- c. not yet received ____
(you should obtain 4 copies and forward to the Area Office)

3. Environmental Assessment (Environmental Report)

- a. Form RD 1940-20 not received ____
- b. Form RD 1940-20 received but environmental assessment is not complete X
- c. Environmental assessment/report received but not yet approved ____
- d. Environmental assessment/report complete but advertising of public notice of Rural Development's findings not complete ____
- e. Environmental assessment/report complete. All advertising of public notice of Rural Development 's findings complete ____

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment. Satisfactory completion of the environmental review to include advertising of the results of the Rural Development environmental assessment/report process must occur prior to the issuance of the Letter of Conditions.

Attachment B

Prior to the Application/Docket Conference, it will be necessary for you to hold a public meeting to inform the citizenry of the proposed project. This meeting will give the citizens an opportunity to become acquainted with the project and to comment on different items, such as economic and environmental impacts, service area, alternatives to the project, or any other issue identified by Rural Development. The notice of the meeting must be published in a newspaper of general circulation in the service area at least 10 days prior to the meeting. You are also required to post a public notice in your office and to notify Rural Development of the meeting. After the meeting is held, it will be necessary for you to provide Rural Development two copies of the following:

1. the notice published in the newspaper
2. the notice posted at your office
3. certified minutes of the public meeting

A public referendum, such as that required for a General Obligation Bond, can take the place of a public meeting.

The above public meeting is required to be held prior to the Application/Docket Conference.

Source

Salesman Barry Carver

Date 1-4-2015



Retail Purchase Order

866-515-FORD

706-276-2772

www.Rtford.com

Buyer City of Blue Ridge Phone 76-633-6339 Email 706-946-9229

Address _____ City _____ State _____ Zip Code _____

DL# _____ DOB _____ SS# _____ County _____

Co-Buyer _____ Phone _____ Email _____

Address _____ State _____ Zip Code _____

DL# _____

Podge Dealership would not provide quote

Kleoford@cityofblue Ridge ga.

VEHICLE	Year	Make	Model	Color	Equipment	Style	Stock No.	Mileage at Delivery
		2016	Ford	F-35	W	6.2L Super 9" utility ladder back	SuperCab	
Price of Vehicle & Accessories							34,911	96
Doc Fee								
TRADE-IN INFORMATION							Sub Total	
Year	Make	Cyl.	Payoff to	Model	Body Style	Color	Trade In	
							12,500	W
1- Ford 4610 Tractor							Cash Price	
1- Ford 3600 Tractor with mower							TAVT	
1- Ingersoll Rand T-30 compressor							Trade Payoff	
Down Payment								
State Fees								
Total Cash Price							22,411	96

Dealer's Name _____

Purchaser's Signature _____

Accepted _____

Purchaser's Signature _____

This order is not valid until accepted by DEALER OR SALES MANAGER.

CNGP530

VEHICLE ORDER CONFIRMATION

01/04/16 16:47:10

==>

Dealer: F21430

2016 F-SERIES SD

Page: 1 of 2

Order No: B104 Priority: B3 Ord FIN: QC391 Order Type: 5B Price Level: 640
Ord PEP: 630A Cust/Flt Name: CITY OF BLUE PO Number:

RETAIL		RETAIL	
X3F	F350 4X4S/CCCSR \$38390	JOB #1 BUILD	
	.162" WHEELBASE	59H HI MNT STOP LMP	NC
Z1	OXFORD WHITE	65M MID-SHIP TANK	NC
A	VNYL 40/20/40	68D FIXED PAYLOAD	NC
S	STEEL	794 PRICE CONCESSN	
630A	PREF EQUIP PKG	SP DLR ACCT ADJ	
	.XL TRIM	SP FLT ACCT CR	
572	.AIR CONDITIONER NC	FUEL CHARGE	
	.AM/FM STER/CLK	B4A NET INV FLT OPT	NC
996	6.2L EFI V8 ENG NC	DEST AND DELIV	1195
44P	6-SPD AUTOMATIC NC	TOTAL BASE AND OPTIONS	39585
TBK	.LT245 BSW AS 17 NC	TOTAL	39585
X37	3.73 REG AXLE NC	*THIS IS NOT AN INVOICE*	
	9800# GVWR PKG	*TOTAL PRICE EXCLUDES COMP PR	
425	50 STATE EMISS NC	F8=Next	
F1=Help	F2=Return to Order	F3/F12=Veh Ord Menu	
F4=Submit	F5=Add to Library	F9=View Trailers	

S006 - MORE DATA IS AVAILABLE. QC00302
fmcdealr@Station4-HP
Jan 4, 2016 4:46:43 PM

0 • C



NORTH GA FORD

35,948.96
10,500.00
25,448.96

P.O. BOX 1469 • BLUE RIDGE, GA 30513 • 706-632-8900 • FAX 706-632-2571

Tony,

Following is a price quote for

- (1) 2016 Ford F350 Super Cab 4x4
Chas Cab 6.2 EFI gas engine truck
And Reading U108 Service Body

Invoices are following

Truck (Fleet Invoice)	\$37478 ⁹⁶
Reading Utility Bed	5990 ⁰⁰
at cost	250 ⁰⁰
Freight from Louisville ky	<u>\$43718⁹⁶</u>

Less Government Price
Concession

<8765⁰⁰>

\$34953⁹⁶
995⁰⁰

Your Price
Ladder Rack

I need to know as soon as possible so I
can lock this unit down. Delivery around
first of February

Marshall Jenkins

Blue Ridge North Ga Ford

Date: 01-09-2016

Trade in estimate for City Of Blue Ridge

Prepared by : Tim Ford

- Units in trade
- 1) 6410 Ford Tractor
 - 2) 3600 Ford Tractor with side mower
 - 3) Air Compressor model Ingersoll rand

Blue Ridge North Ga Ford will take all three units in trade on any vehicle of purchase from us at the same deal as always on vehicle of interest it will be sold to them at our cost . so the number of the trades is a real number of trade value .

We will be interested in all 3 items for \$10500 and will need them delivered to our location .

Thank You for allowing us to provide you service !

Tim Ford

Date

1-9-2016

Cell Number 770-652-3849

Office number 706-632-8900

Tractors for trade

We have two older tractors and a air compressor in inventory that we no longer have a use for. I was asked to get quotes up for a new service truck for water department the truck they have now is a 2003 f250 witch from the beginning was to small for the waight they carry and is wore out the quotes before you are for a f350 4x4 the tractors we have to trade are a ford 3600 with small side arm bushhog and a 4610 we replace these tractors with new kabota tractors and new bushhogs in 2014 we also have a 3 phase air compressor that we have had for 15 years in storage with no use for it I have got two quotes from tim ford and Ronnie Thompson ford and both of them have gave us prices and prices on trade in value on the tractors and air compressor as of now ford has the state contract for government and state trucks so you get a better price I all so called the dodge place to get a quote and never heard back from them before you is the two quotes and prices for a 2016 ford f350 4x4 super cab with a service bed and a ladder rack thank you

Submitted
to Mayor & Council
by Tony Byrd

Kelsey Ledford

From: Darin Jenkins <djenkins@gmanet.com>
Sent: Tuesday, January 12, 2016 9:48 AM
To: Alicia Stewart
Cc: Kelsey Ledford; Alanda Singleton
Subject: RE: Water Department Truck Quotes

Hi Alicia, hope your Tuesday is off to a great start...here's some rate info for you. 5 yr rate will be 3.78%; 4 yr 3.70% and 3 yr 3.54%. I'm giving you the different rates simply for your consideration as we can go out to 5 years on the trucks. Thanks and hope this helps...

Darin

From: Alicia Stewart [mailto:astewart@cityofblueridgega.gov]
Sent: Tuesday, January 12, 2016 9:30 AM
To: Darin Jenkins
Cc: Kelsey Ledford
Subject: FW: Water Department Truck Quotes

Darin,
Attached are two quotes we are looking at for the purchase of a new truck. I know this is last minute and if you can't understand, but is there any way you could get me an interest rate quote today for us to provide when the Council looks at these quotes at the meeting tonight? We just received the quotes today with the trade-in values so I didn't know what dollar amount to send you before.
Thanks!

Alicia Stewart, CPA
Finance Director
City of Blue Ridge
Phone: 706-632-2091 ext. 6
Fax: 706-946-3288
astewart@cityofblueridgega.gov

From: Kelsey Ledford
Sent: Tuesday, January 12, 2016 9:24 AM
To: Alicia Stewart <astewart@cityofblueridgega.gov>
Subject: Water Department Truck Quotes

Alicia,

Attached are two quotes along with trade in amounts.

Very best,

Kelsey Ledford
City Clerk
City of Blue Ridge



Mountain Regional
Library System
Connect • Learn • Enjoy

January 4, 2016

Donna Whitener, Mayor
City of Blue Ridge
480 W First Street
Blue Ridge, GA 30513-4578

Dear Mayor Whitener:

The Mountain Regional Library Board voted in August of 1987 to send quarterly statements to the taxing agencies. Your annual commitment for this year is \$8,450.00. The balance of \$5,450.00 is due and payable by January 31, 2016.

Thank you for your continued support for our libraries.

Sincerely,



Vince A. Stone
Director

www.mountainregionallibrary.org
(706) 379-3732 – (706) 379-2047 (fax)
P.O. Box 159 - 698 Miller Street
Young Harris, Georgia 30582
Vince Stone, Director – vstone@mountainregionallibrary.org

PURCHASE ORDER

DATE 10-31-15

27414

THIS NO. MUST APPEAR ON INVOICE, B/L, CASES, BUNDLES, PACKING LISTS, AND CORRESPONDENCE

TO <u>Whelen</u> _____ _____ _____	CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513
---	---

PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
4			Handheld Spot / Floodlight	285.60		1142.40	285.60
1			Micro Spot light			336.00	
5			Mini-Century Lights	342.00		1017.00	2052.00
						3530.40	

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. Shanna Payne
 PA. B. L. Caldwell

CP-3630

Invoice # 25209 \$ 347.40



INVOICE

Invoice Number: 25136
 Sales Order Number: 15-2814
 Invoice Date: Dec 28, 2015

Bill To:
 City of Blue Ridge
 480 West 1st Street
 Blue Ridge, GA 30513
 United States

Ship to:
 City of Blue Ridge
 480 West 1st Street
 ATTN: Tony Byrd
 Blue Ridge, GA 30513
 United States

Customer ID	Customer PO	Payment Terms	
BLUERIDGECITYOF	27414	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
RAYCARSON	UPS Ground	12/28/15	1/27/16

Qty.	Item	Description	B/O Qty.	Unit Price	Amount
4.00	P46HHS	PAR46 LED HANDHELD SPOT 12V		285.60	1,142.40
	MPPBCS	MICRO PIONEER LP PED MT 12V BK	1.00	347.40	
6.00	MC23MCA	MINI CENTURY 23" AMBER MAG MT CLEAR DOME		342.00	2,052.00

Subtotal	3,194.40
Sales Tax	
Freight	113.20
Total Invoice Amount	3,307.60
Payment/Credit Applied	
TOTAL	3,307.60

Please make the check payable to:
Thomas J Madden and Assoc. Inc.
Thank you for your business.

From: Dan Beck [mailto:dbeck@gmanet.com]

Sent: Wednesday, December 23, 2015 10:55 AM

To: Donna Whitener <dwhitener@cityofblueridgega.gov>

Cc: Kelsey Ledford <kledford@cityofblueridgega.gov>; Steve Shields <sshields@gmanet.com>; Shamilla Jordan <SClark@gmanet.com>

Subject: Congratulations on the Approval of your 2015 GMA Safety Grant

The Honorable Donna Whitener
City of Blue Ridge

Dear Mayor Whitener:

Your request for participation in the Georgia Municipal Association's Safety and Liability Management Grant Program has been received. Your interest in the program and the improvement of your loss control efforts is appreciated. A pro-active approach to loss control will help to curb employee and public injuries.

Our response to your request is checked below:

X Congratulations, your Safety Grant request has been approved. The following needs to be accomplished for the processing of your request to be completed. Once done, someone from the GMA Marketing Department will contact you in the near future to arrange delivery for your check.

X A copy of an invoice marked paid or a copy of a payment check should be provided to LGRMS for payment to be processed (Please send all proof of purchase by 1/15/16)

- The amount of \$5,029.40 or the actual cost if less for the items listed below within the "WCSIF" Column will be paid through the WCSIF portion of the grant program
- We have reached our limit for GIRMA Grant funds within 2016. We are not able to approve any funding for the items listed below within the "GIRMA" Column.
- **The amount of \$963.35 for the items listed below within the "Not Approved" Column are not approved items under the GMA Safety Grant Process.**

Item	Quantity	Unit Price	Total	WCSIF	GIRMA	Not Approved
Hi-Viz Shirts - reduce accident &/or death	20	\$ 14.95	\$ 299.00			\$ 299.00
Hi-Viz Sweatshirt - reduce accident &/or death	10	\$ 37.50	\$ 375.00			\$ 375.00
Hi-Viz Gloves - reduce accident &/or death	10	\$ 19.95	\$ 199.50			\$ 199.50
Hi-Viz Beanie (Hat) - reduce accident &/or death	15	\$ 5.99	\$ 89.85			\$ 89.85
Hi-Viz Vest - reduce accident &/or death	20	\$ 9.95	\$ 199.00	\$ 199.00		
Handheld Spot / Floodlight - reduce accident &/or death	4	\$ 285.60	\$ 1,142.40	\$ 1,142.40		
Micro Spot light - reduce accident &/or death	1	\$ 336.00	\$ 336.00	\$ 336.00		
Mini Century Lights - reduce accident &/or death	6	\$ 342.00	\$ 2,052.00	\$ 2,052.00		
Portable lights - reduce accident &/or death	2	\$ 650.00	\$ 1,300.00	\$ 1,300.00		
TOTAL			\$ 5,992.75	\$ 5,029.40	\$ -	\$ 963.35

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
February 2, 2016 at 10:00AM

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Whitener announced that the rules of procedures were available at the Council desk.

4) Approval of Minutes:

a) Council Member Rodney Kendall made a motion to approve the January 5, 2016 Council Meeting Minutes. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

b) Council Member Angie Arp stated that the Council may want to wait on approving the January 12, 2016 Council Meeting Minutes because of some issues involving the FY2016 CDBG application resubmission. Council Member Angie Arp made a motion to hold off on the approval of the January 12, 2016 Council Meeting Minutes until the following meeting on February 9, 2016. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

5) Zoning Map Ordinance Amendment Second Reading and Adoption:

The Mayor and Council held the first reading of the Zoning Map Ordinance Amendment on January 12, 2016. Mayor Whitener read the first paragraph of the ordinance amendment aloud. Council Member Rhonda Thomas made a motion to suspend the reading of the entire ordinance. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to accept the second reading and adopt the Zoning Map Ordinance Amendment (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

City of Blue Ridge

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6) Willingham Circle-Angela DeLorme:

Angela DeLorme spoke on behalf of her client Blue Ridge Canoe, LLC and addressed some changes to the agreement. Ms. DeLorme briefly explained the abandonment procedure to the Mayor and Council. The Purchase and Sale Agreement is attached to the minutes. Council Member Rodney Kendall made a motion to abandon said portion of Willingham Circle and to move forward with the contract (agreement) and make sure that the City has its easements for utilities. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

7) Purchase of a New Truck for the Water Department:

The Mayor and Council discussed the purchase of a new truck for the water department. Mayor Whitener stated that the City should not trade in the air compressor and should hold on to it in case it is needed in another department in the future. The Mayor and Council discussed the trade in equipment briefly. Council Member Bruce Pack made a motion to accept the Ronnie Thompson Ford quote. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to remove the air compressor from the trade-in. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. The time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The Mayor, Council and Tony Byrd discussed the truck that was being replaced by the new truck. The Mayor and Council will approve a GMA lease purchase agreement and resolution at a later meeting.

8) FY2016 CDBG/The Steedley Firm Contract:

Council Member Angie Arp discussed not approving The Steedley Firm contract due to the Council approving the contract and resubmission of the FY2016 CDBG under the impression that the environmental review was already complete or did not have to be done. She continued to state that City Attorney David Syfan was awaiting a response from Angela Steedley in regards to the environmental review. She explained that she did not want to pay an additional \$7500 for the review. Mayor Whitener spoke briefly and asked Matt Smith to comment. Matt Smith stated that he believed at the last meeting that Ms. Steedley attended she informed the Council that the environmental was for an additional bonus point in scoring and that she would only charge the City half of the \$7500 to complete the environmental review. Mr. Smith continued to discuss scoring and leverage with the Mayor and Council. Council Member Rodney Kendall stated that the minutes reflect that the Council approved the re-submission, excluding the environmental review fee which will be reviewed by the Council at a later time. Council Member Rhonda Thomas then reviewed the minutes from January 12, 2016 with the Council. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow more time. The motion was seconded by Council Member Angie Arp. The Council voted 5-3. Motion carried. Council Member Angie Arp explained that the Council was under the impression that the environmental review had already been done during the FY2015 CDBG submission when they voted to approve

City of Blue Ridge

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the resubmission for FY2016. She asked the Council, if now knowing that it has not been done if they are in favor of the resubmission and possibly paying an additional fee for the environmental review or taking the chance to not complete the environmental review and lose additional points. Mayor Whitener stated that there were other ways of obtaining additional points rather than paying to complete an environmental review. Mayor Whitener stated that it had been her suggestion to focus on the other areas for points rather than do the environmental review. Council Member Angie Arp stated well then that's what we need to decide. She continued to state that she would prefer that instead of paying an additional \$7500. Matt Smith stated that Ms. Steedley offered to cut the cost in half for the environmental review. Council Member Angie Arp stated that the Council needs to decide whether or not they want to pay the additional fee for the environmental review. Council Member Rhonda Thomas stated that she believed that the Council did not want to unless they had too and that if later on in the project the Council decided to do the environmental to gain the additional point then the Council can approve it. Council Member Rhonda Thomas suggested that the Council approve the contract in order to move forward with the resubmission and review the section about the environmental review at a later time. Council Member Angie Arp asked whether or not the Council had approved the contract. Members of the Council explained that the Council had approved the contract on January 12, 2016 with the exception of the environmental review. Council Member Angie Arp then stated that she was okay with that. Mayor Whitener asked if Council Member Angie Arp was asking for a motion or wanting to change the motion from January 12, 2016. Council Member Angie Arp replied no.

9) Customer Complaint-Patti Keene/Water & Sewer Adjustment Policy Amendment:

Mayor Whitener stated that she has spoken with several water authorities and most form a committee to evaluate situations that do not fall under the City's Water & Sewer Adjustment Policy. Mayor Whitener stated that she wanted to form a committee to review customer accounts that do not fall under the adjustment policy. Council Member Rodney Kendall explained that the City could only charge her the cost to produce as Rebecca Harkins had suggested. The documents that Mrs. Harkins provided the Council are attached. Council Member Rhonda Thomas stated that Ms. Keene should not be responsible for the costs incurred from the water leak since it was the City's fault. Council Member Rodney Kendall explained that a plumber will not even provide a warranty for this length of time. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow more time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mayor Whitener suggested allowing Ms. Keene to hire a plumber of her choice to repair the line that a City crew member had repaired in order to take the liability off of the City and for the City to pay the invoice for the plumber. There was discussion among the Mayor and Council about how to form the committee. The Council agreed that Ms. Harkins is to be the person who presents situations to the committee which is comprised of Council Members Harold Herndon and Rodney Kendall and Finance Director Alicia Stewart. The committee is to meet quarterly.

City of Blue Ridge

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10) Depot Improvements/Quote Approval for Floor Insulation and Seal:

City Clerk Kelsey Ledford explained the quotes that were given to the Mayor and Council (attached). Mrs. Ledford stated that Ron Long had suggested that the Council approve the quote from Home Energy Shield in the amount of \$6,965.75. Council Member Rodney Kendall made a motion to approve the quote from Home Energy Shield. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

11) East Main Street-Matt Smith:

Carter & Sloope Representative Matt Smith presented the Mayor and Council cost estimates and project proposals for East Main Street (attached). Mr. Smith discussed the material with the Mayor and Council. Among other issues discussed, there was discussion of parking, ARC grant, greenspace, cooperation with the Business Association, two shifts for construction, bids and a time frame. During the discussion, the allotted time limit expired. Council Member Rodney Kendall made a motion to allow more time in order to finish the conversation. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. At the end of the discussion it was agreed that Mr. Smith will return to a later meeting to present conceptual plans.

12) Carter & Sloope Task Release Number 6 (Water Meter Replacement, Phase II):

Matt Smith briefly explained Task Release Number 6 in reference to the project known as the Water Meter Replacement, Phase II (attached). Council Member Rhonda Thomas made a motion to approve Task Release Number 6. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

13) Carter & Sloope General Consulting II Invoice No. 20857 Approval:

The Mayor and Council were presented Invoice No. 20857 from Carter & Sloope (attached). Matt Smith explained what the invoice covered. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow more time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve the invoice in the amount of \$18,105.00. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

14) Jarrard & Davis, LLP presentation of First Phase Findings Related to Investigation-Ken Jarrard:

Ken Jarrard an attorney with Jarrard & Davis, LLP gave a presentation of the First Phase Findings Report (attached) done by his law firm in regards to the Mayor and Council investigation. During his presentation the allotted time limit expired. Council Member Rodney Kendall made a motion to allow more time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. After Mr. Jarrard's presentation, Council Member Rodney Kendall made a motion to move forward with phase two of the investigation. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Mayor Whitener requested a roll call, all voted in favor. Motion carried.

City of Blue Ridge

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15) MicroBac Quote/Invoice Approval:

The Mayor and Council were presented with a quote from MicroBac in the amount of \$1,525.00 (attached) for quarterly WET testing. Council Member Rhonda Thomas made a motion to approve the quote from MicroBac. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. City Clerk Kelsey Ledford requested on the behalf of Waste Water Treatment Plant Supervisor James Weaver and Finance Director Alicia Stewart if the Council would approve the entire 2016 years' worth of testing in the amount of \$6,100.00. Council Member Rodney Kendall made a motion to approve the WET testing for the entire FY2016. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Serveline:

Serveline representative Mark Slater gave the Mayor and Council a presentation regarding their company and the insurance services that it could provide to the City's water and waste water customers. There was discussion among the Mayor, Council and Utility Billing Supervisor Rebecca Harkins throughout the presentation. Mrs. Harkins is to work independently with Mr. Slater and present more information to the Mayor and Council at a later meeting.

17) Snow Plow Purchasing Approval:

Mayor Whitener stated that the snow plow that was previously purchased was used successfully during the recent snow days. She stated that the Street Department Supervisor was requesting the Council approve the purchase of an additional snow plow. There was a brief discussion among the Mayor and Council. Council Member Rodney Kendall made a motion to approve the purchase of another snow plow from O.G. Hughes in the amount of \$3,550.00 (quote attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

18) City Auditor Engagement Letter (Contract):

Mayor Whitener and Finance Director Alicia Stewart discussed the engagement letter. Mrs. Stewart explained that the engagement letter was basically a contract between the auditor and the City. Council Member Rhonda Thomas made a motion to approve the auditor Engagement Letter (attached). The Motion was seconded by Council Member Rodney Kendall. The Council voted 4-0, Council Member Harold Herndon was not present at the time of the vote. Motion carried.

19) 2% Restricted Hotel/Motel Fund and Event Applications:

Council Member Angie Arp explained that she had prepared a contribution list (attached) for the 2% Restricted Hotel/Motel Fund. She explained that the City along with the Chamber must receive an application prior to the event/organization receiving their allotted amount. Council Member Angie Arp made a motion to approve the contribution list and to send it to the Chamber for disbursement. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0, Council Member Harold Herndon was not present at the time of the vote. Motion carried.

City of Blue Ridge

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20) Mayor Reports:

Mayor Whitener reported on Baugh House improvements, entrance of the Post Office on Orvin Lance Connector, ARC grant approval of \$300,000.00, and GMA's HR training. The allotted time limit expired. Council Member Rodney Kendall made a motion to approve additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mayor Whitener finished by recommending that the Council attend some HR training.

At this time Imogene Stewart asked to be able to speak before Dale Dyer.

21) Imogene Stewart—Baugh House:

Imogene Stewart discussed Fannin Heritage Association's need for funds, keeping the Baugh House open year round, an additional building near the Baugh House, and the need for an upgraded phone system. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Ms. Stewart also discussed keeping the Baugh House open on the weekends. Marie Herndon spoke from the audience.

22) Dale Dyer—Baugh House:

Dale Dyer explained that the Baugh House is a display of the community's history and stated that history is a great thing. Mr. Dyer discussed two big projects that the Fannin Heritage Association has been involved with: Facets of Fannin and a Museum.

23) Carlie Hammond—Good Samaritans-Master Plan:

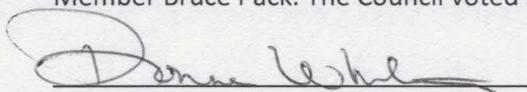
Carlie Hammond was unable to attend the meeting.

24) Executive Session—Land Sale/Acquisition & Personnel:

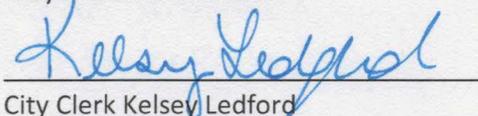
Council Member Rodney Kendall made a motion to close for an executive session for the purpose of discussing land sale/acquisition and personnel. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting back up for the executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

25) Adjournment:

Council Member Rodney Kendall made a motion to adjourn. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford

March 1, 2016

Approved



FIRST READING January 12, 2016

PASSED February 2, 2016

AN ORDINANCE NO. 2016-02-02

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING ONE TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL 0052 110 OWNED BY GWG INVESTMENTS , INC. AND BEING APPROXIMATELY 1.00 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT WHICH IS ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM A MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT TO A GENERAL COMMERCIAL (C-2) DISTRICT, 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 Blue Ridge, Georgia as follows:

SECTION 1. ZONING IMPOSED WITHOUT CONDITIONS.

(a) That from and after the passage of this ordinance the following described parcel within the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as a General Commercial (C-2) District, being designed as tax parcel 0051 110 and currently owned by GWG Investments, Inc., and being approximately 1.00 acres, with the following conditions:

Conditions:

- (1) None.

Legal Description:

(b) The legal description of the above-referenced property, which is being rezoned from a Medium Density Residential (R-2) District to a General Commercial (C-2) District, is as follows:

All that tract or parcel of land being approximately 1.00 acres, and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by GWG Investments, Inc., and more particularly described on the plat which is attached hereto, and incorporated by reference hereof, into this legal description.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 3. SEVERABILITY OF PARAGRAPHS.

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

SECTION 4. AMENDMENT TO THE ZONING MAP.

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

SECTION 5. EFFECTIVE DATE.

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

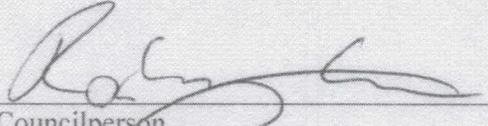
SO ORDAINED this 2nd day of February, 2016.

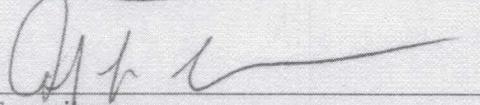
BLUE RIDGE CITY COUNCIL

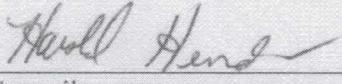
By: _____

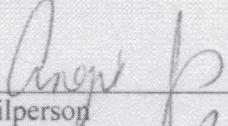
Mayor

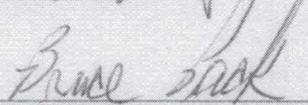



Councilperson

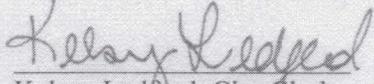

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


Kelsey Ledford, City Clerk



PROTECTION DISTRICTS	
as per information furnished by Fannin County	
yes/no	
X	Elizay River Watershed Water Supply
X	Toccoa River Watershed Water Supply
X	Toccoa River Corridor

1/2" rebars set
at all points unless
otherwise noted

This property does not appear
to be in a flood plain as per
F.I.R.M. Map 13111C0177 D
dated July 19, 2000

Legend
i.p.s iron pin set
o.t.f open top pipe found
i.p.f iron pin found
p.l property line
c.l center line

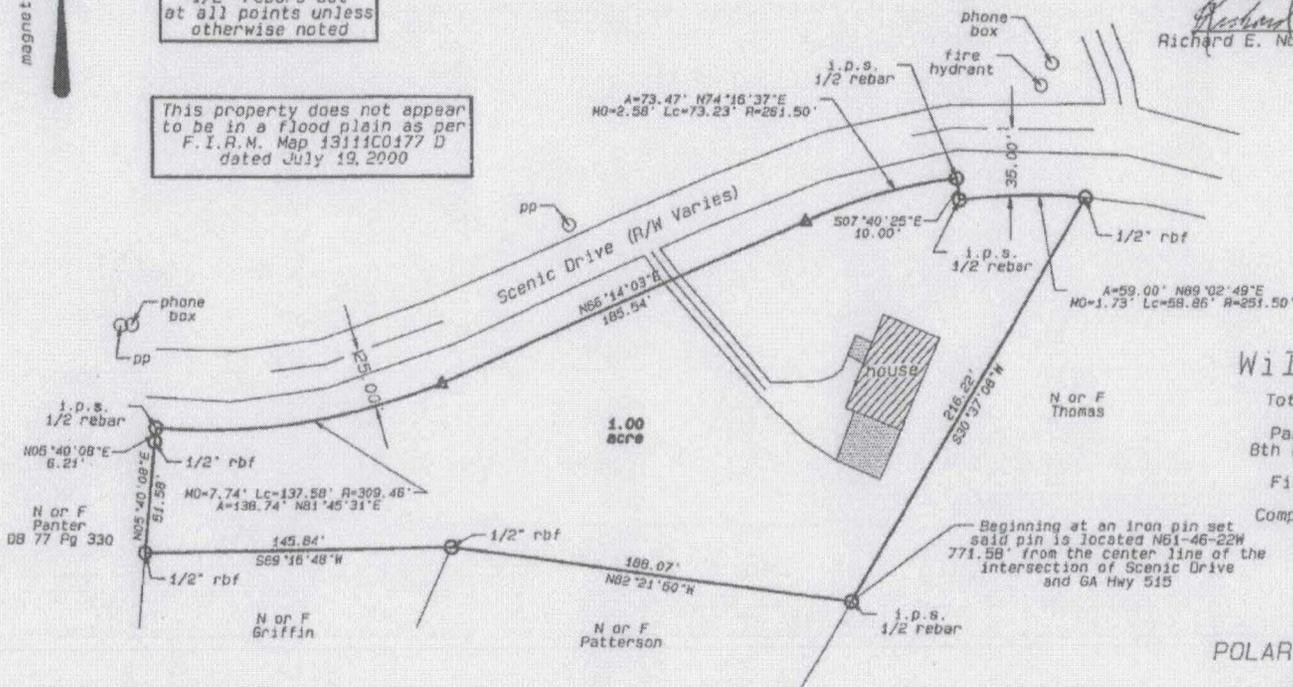
the data upon which this survey is based has a
relative closure precision of one foot in 10,000+
feet, and a relative angular error of 5" per angle
point and was adjusted using the compass rule

this plat has been calculated for closure and
is found to be accurate within one foot
in 194,168+ feet

surveyed with Topcon GPT-2006 total station
for angular and linear measurements

in my opinion this plat is a correct
representation of the land platted
and has been prepared in accordance
with the minimum standards and
requirements of law

Richard E. Nutt
Richard E. Nutt Ga. R.L.S. # 1797



Survey for
William Gibbs

Total area: 1.00 acre
PH A-432 Pg 4
Part of Land Lot 279
8th District 2nd Section
Fannin Co. GA
Field work completed
3-3-06
Computer work completed
3-22-06

POLARIS SURVEYORS LLC

9586 Old Hwy 76
Morganton, GA 30560

Mailing Address
P.O. Box 100
Morganton, Ga. 30560
706-374-3422

KP/CN 0502022

GRAPHIC SCALE 1"=50'



All matters of title excepted

A USCG monument was
not found within 500 feet

STATE OF GEORGIA
COUNTY OF FANNIN

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 2 day of February, 2016, by and between **CITY OF BLUE RIDGE, GEORGIA**, a Georgia municipal corporation, hereinafter referred to as "Seller", and **BLUE RIDGE CANOE, LLC**, a Georgia limited liability company, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, the Seller is the owner of Willingham Circle, an unopened City street located in the City of Blue Ridge in Land Lot No.315 of the 8th District and 2nd Section of Fannin County, Georgia; and

WHEREAS, the Purchaser owns the adjoining property on both sides of said unopened City street; and

WHEREAS, the Purchaser proposes that the unopened portion of the City street known as "Willingham Circle" should be closed and abandoned as it has never been opened, paved or used by the public; and

WHEREAS, the Purchaser requests that the Seller abandon said unopened street pursuant to O.C.G.A. Section 32-7-4; and

WHEREAS, no notice is required to adjoining property owners as the Purchaser is the current adjoining property owner on both sides of said unopened street; and

WHEREAS, the Purchaser has the first right to acquire the abandoned street as the adjoining property owner; and

WHEREAS, the Purchaser desires to acquire the portion of Willingham Circle that adjoins its property as set forth on Exhibit "A" in order to plant grass and turn same into a "green space"; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller that certain real property consisting of 0.19 acre and known as a portion of Willingham Circle, an abandoned City street located in the City of Blue Ridge, in Land Lot No. 315 of the 8th District and 2nd Section of Fannin County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference thereto. The premises shall include the land and any and all permanent fixtures, improvements, rights, privileges and easements appertaining thereto, less and except any water service infrastructure, sewer service infrastructure and fire hydrants located upon the Property, all of which shall hereinafter be referred to as the "Property".

2. The total purchase price for said Property is One Thousand Dollars (\$1000.00), payable by the Purchaser to Seller at closing.
3. Purchaser and Seller hereby acknowledge that no realtor has been involved in the negotiation of the purchase and sale of this property.
4. The closing of this transaction shall occur at the law offices of Angela Stewart DeLorme, P.C. on or before sixty (60) days from the date of this Agreement, and time shall be of the essence.
5. Seller hereby warrants, which warranties shall be effective as of the closing date and shall survive the transfer of title to Purchaser, as follows:
 - (a) that Seller owns the Property in fee simple;
 - (b) that Seller is not subject to any commitment, obligation or agreement, including, but not limited to any right of first refusal or option to purchase granted to a third party, which will prevent Seller from completing the sale of the Property to Purchaser under the terms of this agreement, or which would bind Purchaser in any manner subsequent to the consummation of this agreement;
 - (c) that all work and labor performed and all materials furnished with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility thereof in connection with any such work, labor and materials performed on or furnished to the Property;
 - (d) that the Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or repair of the same, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or order applicable thereto; and
 - (e) to the best of Seller's knowledge, the Property does not violate any federal, state or local governmental authority or agency zoning, building, fire, environmental, pollution, safety or health laws, ordinances, rules, regulations or requirements.
6. Seller shall convey good and marketable title to the Property to Purchaser by quitclaim deed, and the conveyance shall be free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except such restrictions, reservations, limitations, easements and conditions of record, if any, which are approved by Purchaser as hereinafter provided, zoning ordinances and taxes and assessments, both general and special, which are a lien but not yet due and payable.
7. Purchaser shall have a reasonable period of time after the execution of this agreement within which to examine title. Purchaser shall notify Seller of any encumbrances, restrictions, reservations, limitations, easements and conditions of record, together herein called title defects, which are objectionable to Purchaser and which may affect the marketability of said title. In the event Purchaser so notifies Seller of any such title defects, Seller shall have until the closing date to cure or remove said title defects. Seller shall be obligated to remove all such title defects objected to by

Purchaser and shall take whatever reasonable steps may be necessary to remove same. In the event Seller does not cure same within such period of time as Purchaser may permit, then this Agreement may be declared void and of no further force and effect. If the Purchaser should choose to waive the title defects, or if the Seller shall have cured the same as permitted above, the obligations of the parties hereunder shall not be affected, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement. A title commitment issued by a title company selected by Purchaser in the amount of the purchase price will be conclusive evidence of good title as shown in the commitment as to all matters insured by the policy, subject only to the stated exceptions.

8. It is hereby agreed that Purchaser or its representatives, at its expense and during reasonable times during normal business hours, shall have the right and responsibility to enter upon the Property for the purpose of making a diligent, prudent and competent inspection by examining, testing and surveying the Property for a period up to ten (10) days prior to closing. Purchaser agrees to assume all responsibility for its acts in exercising its rights under this paragraph and agrees to hold Seller harmless for any damages or injuries resulting therefrom. The inspection of the Property shall include, but is not limited to: availability and adequacy of utilities, zoning or use restrictions, and any other condition which may adversely affect the Property and any personal property described in this Agreement. Purchaser hereby acknowledges that the property is being purchased "as is", therefore, if said inspection should disclose any condition or circumstance which may adversely affect the property, then Seller shall not be held responsible for same.
9. All parties agree that such documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement shall be produced, executed and/or delivered by said parties within the time required to fulfill the terms and conditions of this Agreement.
10. The Seller shall be responsible for the preparation of the quitclaim deed, and Purchaser shall be responsible for all other closing costs, including the cost of any title examination and title insurance, recording fees, attorney's fees and all other closing costs consistent with the terms of this Agreement.
11. SPECIAL STIPULATIONS:
 - a. This transaction is subject to the approval of the City Council and compliance with O.C.G.A. Sections 32-7-2 and 32-7-4.
 - b. Seller shall reserve easements for water and sewer lines, as well as the existing fire hydrant.
12. This Agreement constitutes the sole and entire agreement between the parties hereto and no modifications of this Agreement shall be binding unless signed by all parties to this Agreement and attached hereto. No representations, promises or inducements not included in this Agreement shall be binding upon any party hereto.
13. The terms, covenants and conditions of this Agreement shall inure to the benefit of, and be binding upon, the parties, hereto, their heirs, successors, legal representatives and permitted assigns.

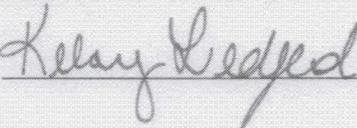
14. Any condition or stipulation not fulfilled at the time of closing shall survive the closing until such time as said conditions or stipulations are fulfilled.
15. This Agreement shall not be transferred or assigned without the written consent of all parties to this agreement, and any permitted assignee shall fulfill all of the terms and conditions of this agreement.
16. This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and enforced according to the laws of the State of Georgia.

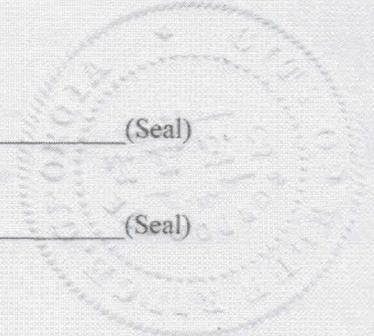
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year above written.

SELLER:

CITY OF BLUE RIDGE:

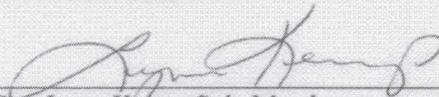
By:  (Seal)

Attest:  (Seal)



PURCHASER:

Blue Ridge Canoe, LLC:

 (Seal)
By: Lynn Kemp, Sole Member

Kelsey Ledford

From: Rebecca Harkins
Sent: Thursday, January 28, 2016 12:15 PM
To: Donna Whitener; Angie Arp; Bruce Pack; Harold Herndon; Rodney Kendall; Rhonda Thomas
Cc: Kelsey Ledford
Subject: Patty Keene

I have gathered some information that I wanted to share with everyone in regards to Patty Keene and our need to update our adjustment policy. I just wanted to find out how other utilities in our area handle these type of situations. Particularly Ellijay as they seem to have everything together and run a very efficient water system. Below you can read about Ellijay's policy. I have also spoken to 2 other utilities :

1. City of Blairsville, City Clerk Janice Kelley says they do not work on customer lines. That is contracted out to a 3rd party and the liability falls on the plumber/contractor. She says they would adjust bill during the first 12 months after such an incident if it was determined to be in the same area as the repair but would not adjust anything after that if bills looked normal during the first 12 months.
2. City of McCaysville, Joy Walden says they would fix it and adjust the bill if a leak/problem occurred within 90 days of the incident.
3. Ellijay – Gilmer Water Authority - I have had cases in which we either damaged a customer's line or moved the meter to the right-of-way and then connected the line between the new meter location and the old meter location. Standard warranty on work of this nature is usually 1 year. I think that if someone is coming to you more than 1 years later, that is quite a stretch. Any plumber, electrician, etc. usually only warranties for 1 year (or less). I have made the policy here state that any work completed in this nature is warranted for only 1 year.

For example: As a new meter set, we install a cut-off on the customer's side of the meter. I have had people call in after 4 and 5 years saying that the handle had rusted off or that it is difficult to turn and wanting us to replace the valve or reimburse them for having a plumber do it, but I always tell them that all parts and labor are only warranted for a year.

*Gary McVey, Director
Ellijay-Gilmer County Water & Sewerage Authority*

This is coming up at the meeting on February 2 and I am getting a lot of mixed opinions and it is hard for me to put something together. I really think we need to settle the issue with Mrs. Keene and continue to work on our policy. Since Mrs. Keene's incident occurred already, any policy put in place would not cover her particular incident because the policy does not go into effect until it is voted on by the council.

We had a previous customer with similar issues (there was argument as to who was at fault) and we gave them the adjustment down to cost to produce. I think given the fact that other utilities in our area would not warranty Mrs. Keene because the 2 incidents were over 12 months apart and the fact that we need to be consistent, that we should give Mrs. Keene the same adjustment. I do understand that we need to be fair to the customers but unlike other retail businesses we are nonprofit. So if a customer pays less than retail cost on a bill then it is made up through customer rates and essentially paid for by the other customers. That is why we need to proceed with caution when going below

cost, if we start doing adjustments like this we would have to eventually raise rates just to cover our adjustments. I also understand that there will be cases where we are completely at fault and we will need to take responsibility for that. According to Jim, he did not see where the plumber did anything incorrectly and he did not believe the City or the plumber caused the fitting to leak.

If we give Mrs. Keene the cost to produce adjustment that would lower her bill from \$695.45 to \$192.79, with the city at a loss of \$502.66 for the adjustment.

Rebecca Harkins
Utilities Supervisor

City of Blue Ridge Water & Sewer
480 West First St
Blue Ridge, GA 30513

706-632-2091
706-632-3278 fax

41 HIAWATHA TRL EVENTS

09/26/14 – Steve Mull & Tony Byrd went to the area of 41 Hiawatha Trl looking for a leak. While digging around the City's valve box they accidentally broke the service line to 41 Hiawatha Trl. Because we did not have the part to do the repair and Home Depot had already closed, Tony & Steve decided to call a certified plumber. They got a hold of Chad Stephens, who was willing to come immediately to do the repair. He repaired the pvc fitting to the water spigot on the customer side, where it was damaged by the City.

The City paid for repair made by Chad Stephens and also paid for a load of mulch for the customer to restore the area to normal.

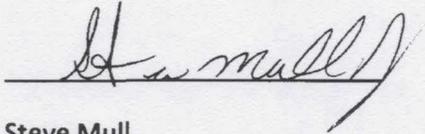
The bill for this time period did not change from the average because the meter was cut off as soon as the line was broken. The billing period from 9/8/14 – 10/8/14 was for 3920 gallons at a cost of \$52.36.

12/8/15 – (14 ½ months later) Jim Robinson responded to a leak check at 41 Hiawatha trl. He found the problem to be the male adaptor on the customer side just past the meter. According to Jims statement he repaired the line for the customer because he felt sorry for her, but he did not feel like the plumber had done anything wrong on his repair and he did find the line to be in a bind. He knows that he should not have made the repair for the customer on 12/8/15.

The customer is now asking for her water bill to be adjusted for this time period. She feels that if not for the original incident she would not have had this problem. Jim Robinson did state that he felt the problem was unrelated to anything the plumber did. For the billing period 11/10/15 to 12/08/15 - 69,445 gallons went through the meter at charge of \$695.45.

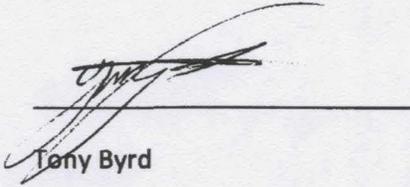
City Attorney David Syfan has responded that the liability should fall back to the plumber on the repair and it would be up them to determine if it is still under warranty after 14 ½ months. Mr. Syfan also stated that the City should not violate the adjustment policy that is in place.

On September 26 2014 I went with Tony Byrd to Mountain Tops, they had people out of water and we were looking for the leak. We dug into the valve box near 41 Hiawatha Trl because the valve was screaming, sounded like a leak. When digging into that valve box we got into the service line for 41 Hiawatha Trl. We went to get parts but home depot was closed. We called Chad Stephens because we did not have the parts to fix her line and did not want to leave her without water. Chad Stephens repaired from the meter to the customers' spigot. We found our leak on the 2" line and repaired it.

A handwritten signature in black ink, appearing to read "Steve Mull", written over a horizontal line.

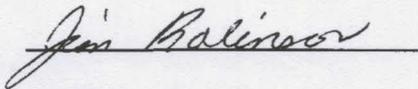
Steve Mull

On September 26 2014 I was on call. The customer at 41 Hiawatha Trl called and said they heard a noise coming from the ground. There were people in the area out of water and we were searching for a leak. Me and Steve went to 41 Hiawatha Trl, could hear the water near the valve box so we dug into the ground to see if we could find the leak on the 8" line that runs by the house. As we were digging we caught the customers' service line and pulled pipe fitting apart. We went to the shop and didn't have the parts to fix it, we went to home depot and they were closed. Could not get a hold of anyone about what to do so we called the plumber Chad Stephens to fix where the pvc fitting came into at her water spigot. Chad came and made the repairs.



Tony Byrd

On December 8th, 2015 at 41 Hiawatha Trail, I responded to a call for a leak check. Upon arriving I spent about 5 minutes digging up the mulch to see the customer line. I found that the male adaptor on the customers' side of the meter was broken. I didn't feel like the plumber did anything wrong and the line was not in a bind. Male adaptors whether installed by plumbers or utilities are a common place for leakage. I felt sorry for her because she said her husband had died and she had no one to help her so I fixed it anyway.

A handwritten signature in cursive script that reads "Jim Robinson". The signature is written in black ink and is positioned above a horizontal line.

Jim Robinson

CITY OF BLUE RIDGE

011974

Vendor: 3871

10/09/2014

11974

STEPHENS PLUMBING

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
451564	09/26/2014	26279	505-52-4440-3900	FIX BROKEN WATER LIN	100.00

100.00

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

UNITED COMMUNITY BANK
4000 Appalachian Hwy
Blue Ridge, GA 30513

64-345
611

011974

11974

PAY

ONE HUNDRED AND XX / 100

DATE

10/09/2014

AMOUNT

*****100.00

TO THE
ORDER
OF

STEPHENS PLUMBING

CITY OF BLUE RIDGE
GENERAL FUND

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MP

MP

⑈011974⑈ ⑆061103454⑆ 010 595 6⑈

CITY OF BLUE RIDGE

011974

Vendor: 3871

STEPHENS PLUMBING

10/09/2014

11974

Invoice Number

Invoice Date PO Number

Account Number

Description

Invoice Amount

451564

09/26/2014 26279

505-52-4440-3900

FIX BROKEN WATER LINE

100.00

CHECK AMOUNT:

100.00

451564

INVOICE

DATE

9-26-14

TERMS

TO

City of Blue Ridge

ADDRESS

Mountain Tops

IN ACCOUNT WITH

Stephens Plumbing

Johnny - 706-455-0845

Chad - 706-455-4214

fixed broken
waterline

Parts & Labor

100⁰⁰



CITY OF BLUE RIDGE

Vendor: 3871
PAT KEENE

10/09/2014

011968
11968

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Account Number</u>	<u>Description</u>	<u>Invoice Amount</u>
092214	09/22/2014	26253	505-53-4440-1101	MULCH- RAPAIR FROM V	68.48

68.48

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

CITY OF BLUE RIDGE
480 WEST FIRST STREET
BLUE RIDGE, GA 30513

UNITED COMMUNITY BANK
4000 Appalachian Hwy
Blue Ridge, GA 30513

64-345
611

011968
11968

PAY

SIXTY-EIGHT AND 48 / 100

DATE

10/09/2014

AMOUNT

*****68.48

TO THE
ORDER
OF

PAT KEENE
41 HIAWATHA TRAIL
BLUE RIDGE, GA 30513

CITY OF BLUE RIDGE
GENERAL FUND

[Signature]
AUTHORIZED SIGNATURE

MP

[Signature]
AUTHORIZED SIGNATURE

MP

⑈011968⑈ ⑆061103454⑆ 010 595 6⑈

CITY OF BLUE RIDGE

011968

Vendor: 3871

PAT KEENE

10/09/2014

11968

Invoice Number

Invoice Date PO Number

Account Number

Description

Invoice Amount

092214

09/22/2014 26253

505-53-4440-1101

MULCH- RAPAIR FROM W.

68.48

CHECK AMOUNT:

68.48

Invoice

Mulch of Blue Ridge

P.O. Box 2037

Blue Ridge, GA 30513

Located on the Corner of Hwy 515 / Loving Rd

706-374-4500

Phone #	706-946-3886	Date	9-22-14
Name	Pat. Keene		
Address	41 Hiawatha Trail Blue Ridge Gt 30513		
QTY	DESCRIPTION	PRICE	AMOUNT
2 yds @		32.00	64.00
	Paid by check		
	# 3672		
		SUBTOTAL	
		TAX	4.48
Received By		TOTAL	68.48

Thank You

The City collects revenue over-the-counter and through the mail from the general public in the form of cash, personal checks and money orders. The City also offers online payment options and direct debit of customers' bank accounts for repetitive payments such as monthly utility bill payments.

It is the policy of the City to exercise appropriate internal control over all cash received, to ensure that they are collected, documented, recorded and deposited to the correct bank accounts and to detect and deter error and fraud. Suitable controls have been established where payments are received. All funds are placed in a safe or vault at night or when the deposit is completed and deposits are taken to the bank daily in locked bags.

- Revenue received from customers should always be given a receipt for all cash receipts. Utility payments may not have a receipt issued if paid by check or money order since clearing of the document can serve as receipt.
- All checks received should have valid contact information, such as address, telephone, and driver's license number, so returned checks can be collected. Identification should be reviewed for authenticity and if appearance is questionable, the identification should be copied and this should be sent to the City Police Department in adherence with the Red Flag laws.

All cash drawers should be balanced daily to receipts and the beginning drawer balance. Any variance should be examined immediately and identified and corrected before the deposit is remitted to the bank. All supporting paperwork for collections should be submitted to the finance department daily for posting. Any drawer variance that cannot be identified and corrected should be documented and signed by the Office Supervisor. Employees will receive disciplinary action, such as but not limited to a written documentation in the personnel file, for more than three variances greater than \$10.00 within six months.

WRITE-OFFS AND ADJUSTMENTS

The City of Blue Ridge Water & Sewer will only adjust a water bill if the billed amount for the water exceeds the average bill for water by \$1,000. The customer must provide proof that the line has been repaired before an adjustment can be made. The customer must pay at least the City's cost to produce on water that went through their meter. A customer who turns their bill into an insurance company to be reimbursed is not eligible for an adjustment. Sewer adjustments are considered separate and are based upon whether they impacted the City sewer system. Proof must be provided that the leak did not enter the sewer system and the billed amount must exceed the average by \$100. Adjustments for errors on the City's part such as meter reading errors and data entry errors should be at the discretion of the Utility Billing Supervisor. Penalty and cut-off adjustments for Water & Sewer should be at the discretion of the Utility Billing Supervisor. All adjustments should be documented and include periodic review of the Office Supervisor or Finance Director.

Write-offs for Water & Sewer should be at the discretion of the Utility Billing Supervisor for closed accounts where the account holder is deceased or has filed bankruptcy. The Utility Billing Supervisor can write-off any closed accounts with balances over 10 years old. Write-offs made by the Utility Billing Supervisor should include documentation showing review of the Office Supervisor or Finance Director. All other write-offs should be approved by the City Council.

All other adjustments, including but not limited to taxes and business licenses, should be made by the Tax and License Clerk and should be documented and maintained for periodic review by the Finance Director or Office Supervisor.

Originally adopted July 14, 2015

Opinion of Probable Project Costs
for the
City of Blue Ridge
Downtown Improvements, East Main Street
C & S Project No. B7970.016
February 2, 2016

Alternate One

AREA "A"	\$61,750.00
AREA "B"	\$42,500.00
AREA "C"	\$74,250.00
AREA "D"	\$47,000.00
AREA "E"	\$72,000.00
AREA "F"	\$493,400.00
Subtotal Estimated Costs, AREA "A-F" =	\$790,900.00
Contingencies @ ± 10% =	\$79,100.00
Engineering Design, Bidding, Permitting & Construction Admin. =	\$59,300.00
Onsite Construction Observation =	\$23,700.00
Total Estimated Project Costs =	\$953,000.00

Alternate Two

AREA "A"	\$61,750.00
AREA "B"	\$62,500.00
AREA "C"	\$96,250.00
AREA "D"	\$57,000.00
AREA "E"	\$94,000.00
AREA "F"	\$142,600.00
Subtotal Estimated Costs, AREA "A-F" =	\$514,100.00
Contingencies @ ± 10% =	\$51,400.00
Engineering Design, Bidding, Permitting & Construction Admin. =	\$38,600.00
Onsite Construction Observation =	\$15,400.00
Total Estimated Project Costs =	\$619,500.00

Prepared By:



Carter & Sloop

CONSULTING ENGINEERS

115 Woodland Way, Suite 120

Canton, Georgia 30114

Tel: (770) 479-8782

1 of 1



Gutter Builder Attachment



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Curb and Gutter Inlets - Detail

USF 5113 VALLEY GUTTER INLET FRAME AND 6194 GRATES

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USF 5113 VALLEY GUTTER INLET FRAME AND 6194 GRATES

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Summary

Drawing

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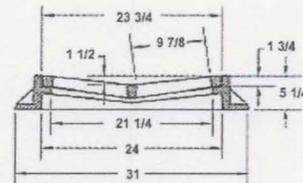
General Information

Products

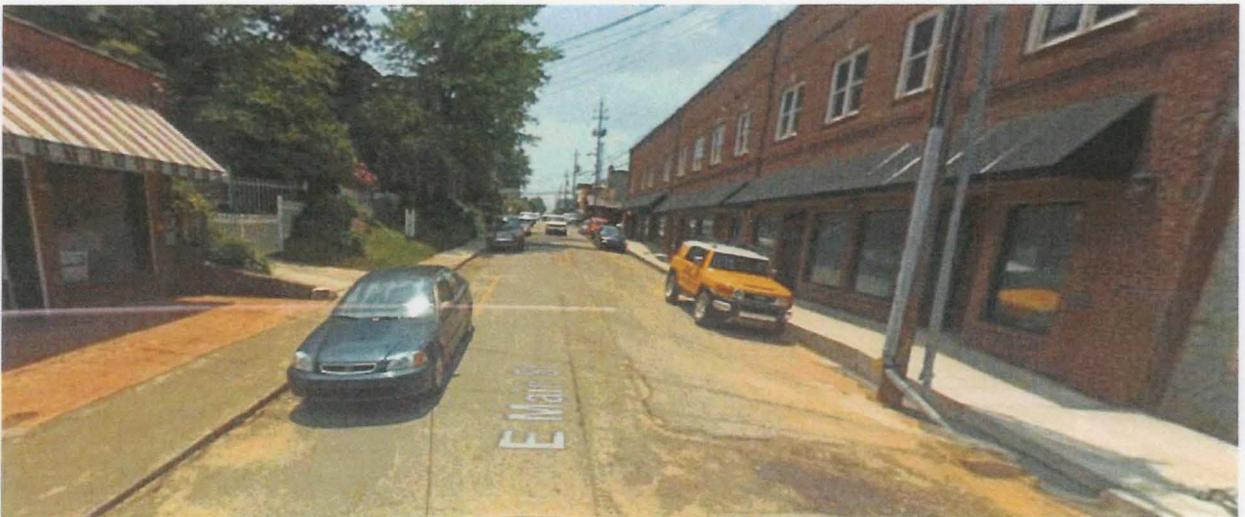
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Engineering

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AREA "A" - Alternate One & Two (Option One)
 REMOVE AND REPLACE EXISTING SIDEWALK
 REMOVE AND REPLACE EXISTING CURB & GUTTER
 REMOVE AND REPLACE EXISTING HANDRAIL
 \$ 61,750

AREA "B" - Alternate One
 INSTALL CURB & GUTTER
 \$ 42,500

AREA "C", "D", "E" - Alternate One
 REMOVE AND REPLACE EXISTING SIDEWALK
 INSTALL CURB & GUTTER
 \$ 193,250

AREA "F" - Alternate One
 REMOVE EXISTING ASPHALT PAVEMENT AS REQUIRE TO LOWER STREET
 RECONSTRUCT ROAD AS REQUIRED TO DRAIN TO NEW CURB & GUTTER
 \$ 493,400

AREA "A" (Option Two)
 LEAVE EXISTING CONDITIONS AS IS AND PERFORM
 OPTION ONE WHEN TRAIN DEPOT PROJECT IS UNDERTAKEN
 No Cost

AREA "B" - Alternate Two
 INSTALL GRATED TRENCH
 \$ 62,500

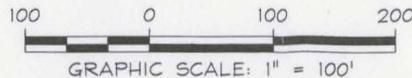
AREA "C", "D", "E" - Alternate Two
 REMOVE AND REPLACE EXISTING SIDEWALK
 INSTALL GRATED TRENCH
 \$ 247,250

AREA "F" - Alternate Two
 MILL EXISTING ASPHALT PAVEMENT AND RESURFACE
 \$ 142,600



EAST MAIN STREET - PROJECT MAP

NOTE:
 ESTIMATED COST SHOWN FOR AREA "A & B" DOES NOT INCLUDE NEW
 RETAINING WALL SHOWN ON PRELIMINARY OVERALL MASTER PLAN
 PREPARED BY R DESIGN WORKS.



CITY OF BLUE RIDGE GEORGIA
 DOWNTOWN IMPROVEMENTS
 EAST MAIN STREET
 FIGURE 3
 PROJECT MAP

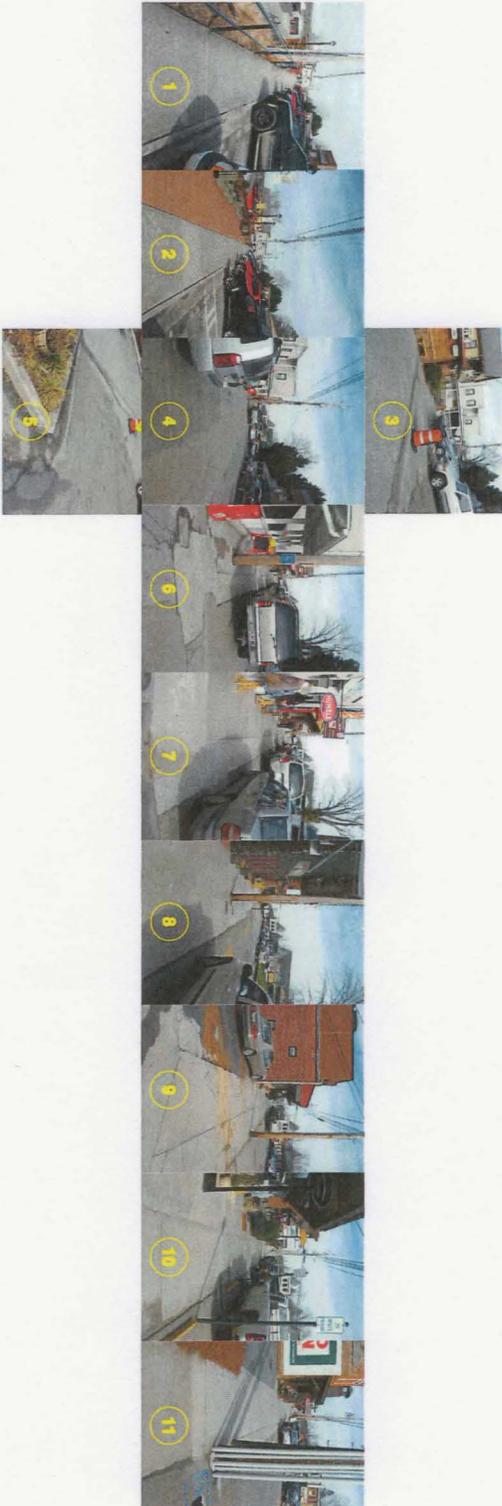
Carter & Sloop
 CONSULTING ENGINEERS
 MACON ◆ ALBANY ◆ ATHENS ◆ CANTON ◆ SAVANNAH



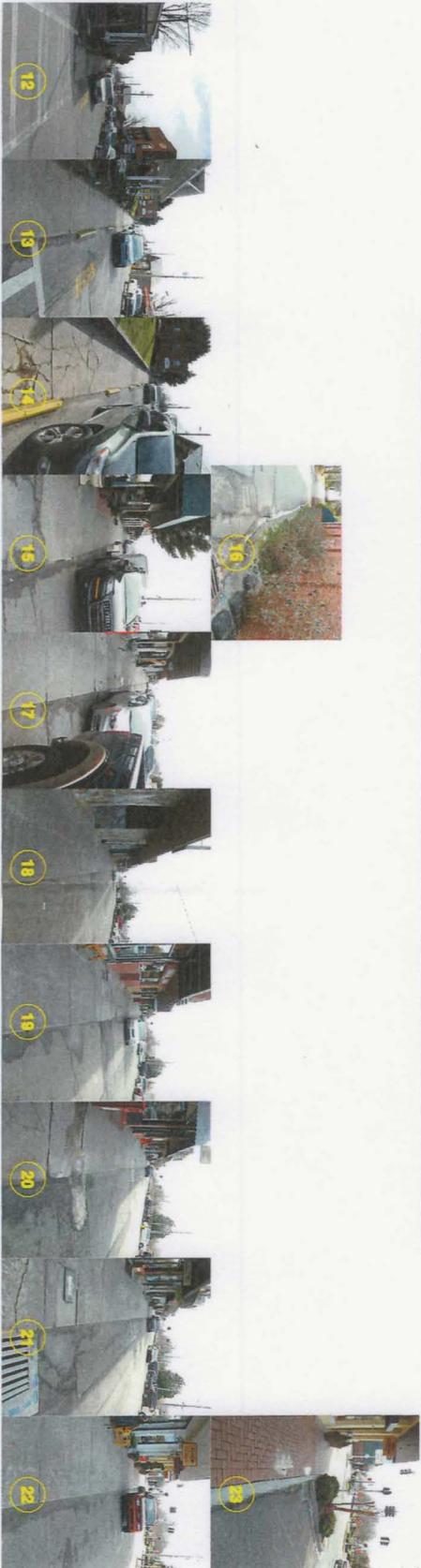


EAST MAIN STREET - SITE PHOTO MAP





EAST MAIN STREET - LOOKING NORTHEAST



EAST MAIN STREET - LOOKING SOUTHWEST

CITY OF BLUE RIDGE GEORGIA
 DOWNTOWN IMPROVEMENTS
 EAST MAIN STREET
 FIGURE 2
 SITE PHOTOS

Task Release

THIS 2 day of February 2016, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Water Meter Replacement, Phase II

A. More specifically, the project includes the replacement of +/-419 - ¾", 20 - 1", 5 - 1 ½", 15 - 2", 4 - 3", 1 - 4", and 1 - 6" existing meters with new Sensus iPerl AMR meters, transmitters, and other miscellaneous parts as needed. C&S will also submit the GEFA SRF application and coordinate funding between GEFA and the City.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Preliminary engineering, concept development, and funding application
- B. Design for the water meter replacement
- C. Permitting with EPD

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and preliminary cost estimates.
- B. Engineering design and production of specifications including the following components:
 - 1. Project specific notes, details, and reports to support the design of the proposed utility improvements as needed.

- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project.
- D. Prepare revised preliminary estimate of construction cost at completion of design.

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* representatives to discuss proposed bidding of the project including discussions on format, bid item alternatives, additions/deletions, etc. prior to advertising.
- B. Assist in advertising for construction including preparation and publication of Advertisement for Bid (AFB), distribution of AFB to known reputable contractors capable of adequately constructing the project, and preparing complete bid packages for bidders.
- C. Conduct pre-bid conference and prequalify contractors if requested by Owner.
- D. Assist in obtaining bids, conduct bid opening at location determined by Owner, prepare certified bid tabulation, evaluate bids and make recommendation of award to the *City of Blue Ridge*, and coordinate preparation and execution of contract documents.

2.4. Construction Phase:

- A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives and the selected contractor.
- B. Provide general administration of the construction contracts including coordination of all signatures and verification of bonds and contract related documents.
- C. Provide periodic construction review as needed and assess construction quality and progress. Periodic construction review is estimated to be one review per week. A fee may be provided for a full time Resident Observer upon request, but is not included in fee breakdown below.
- D. Review supplier's pay estimates and make recommendations for payment.
- E. Provide final construction review and close-out.

3. The Engineer's Representations:

- 3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice

engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.

- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Funding/Engineering Design*	\$ 11,000.00
B	Bid/Construction Phase*	\$ 4,665.00
C	Permitting (EPD)	\$ 2,000.00
TOTAL FEE		\$ 17,665.00

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of Seventeen thousand, six hundred sixty five and 00/100 dollars (\$ 17,665.00) for the agreed upon scope described herein.

5.2 **Reimbursable Expenses:** None expected for this project.

5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith
Name

770-479-8782
Phone

6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:


Name

706-632-2091
Phone 706-455-8280

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
<u></u> Signature	<u></u> Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date:	Date: <u>February 2</u> , 20 <u>16</u>

Invoice



Carter & Sloop
CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

January 8, 2016
C&S Project No: B7970.008
Invoice No: 20857

C&S Project B7970.008 General Consulting II

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include discussions regarding McKinney Road Marina project, general water loss issues, preparation of phased WWTF improvement cost estimates, GIS mapping assistance, and water line relocation at Ballewtown Road and Hwy 515.

Engineering Services from April 19, 2015 to January 3, 2016

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer	48.50	155.00	7,517.50	
Project Engineer II	26.50	125.00	3,312.50	
Project Engineer I	50.75	100.00	5,075.00	
Draftsman	9.50	50.00	475.00	
Clerical I	7.50	50.00	375.00	
Construction Inspector/Tech II	15.00	90.00	1,350.00	
Totals	157.75		18,105.00	
Total Labor				18,105.00
		Total this Invoice		\$18,105.00

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloop, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk



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SAM P. VANVOLKENBURGH ◊

OF COUNSEL:
LARRY W. RAMSEY, JR.
ELIZABETH M. WHITWORTH

MEMORANDUM

To: The City of Blue Ridge—Mayor and City Council

From: Ken E. Jarrard, Esq. and Megan N. Martin, Esq.

Date: February 2, 2016

Subject: Investigation: Phase One Findings

On November 10, 2015, the Blue Ridge City Council appointed the law firm of Jarrard & Davis, LLP to undertake a review of the City of Blue Ridge's policies and practices with respect to governmental operations, to identify areas where the City of Blue Ridge is not or may not be complying with pertinent local or State law, to identify any elected officials that are acting in a manner inconsistent with pertinent local or State law, and to otherwise make recommendations regarding the improvement of City operations.

Jarrard & Davis, LLP proposed a two-phased approach to performing this review. The first phase consisted of a series of interviews with senior staff and officials for purposes of issue spotting. Phase Two, if authorized, will consist of a thorough investigation of the issues identified in Phase One that were considered worthy of additional inquiry. This report will serve as a summary of the efforts undertaken during Phase One along with recommendations and the "Master List"—a distilled list providing the scope of the recommended topics warranting further inquiry. During Phase One, Jarrard & Davis, LLP, through attorneys Ken Jarrard and Megan Martin, met individually on December 1, 2015 with the following individuals:

- Council Member Rodney Kendall;
- Council Member Angie Arp;
- Council Member Bruce Pack; and
- Council Member Harold Herndon.

Additionally, Ken Jarrard and Megan Martin met individually on December 2, 2015 with the following individuals:

- Police Chief Johnny Scearce;
- Council Member Rhonda Thomas;
- Office Manager Barbie Gerald;
- City Clerk Kelsey Ledford;
- Finance Director Alicia Stewart;
- Zoning Administrator Roy Parsons; and
- Mayor Donna Whitener

During these interviews, the Interviewees were advised that Jarrard & Davis, LLP has not entered into an attorney-client relationship with the City or the individuals being interviewed. Each Interviewee was asked a pre-set list of questions and provided the opportunity to identify any specific concerns regarding improper or problematic operations within the City of Blue Ridge's government. To ensure fairness and consistency in the interview process, all Interviewees were read the same preamble statement and asked the same list of pre-set questions. Some Interviewees also chose to share documents or other information with the Jarrard & Davis, LLP attorneys relating to their personal concerns regarding the City's operations and the actions of City officials. It must be emphasized that not all complaints or issues raised during the interviews are distilled into the Master List; as many of these issues are more properly characterized as personality disputes, political disagreements or other like matters that do not merit investigation or inquiry. Such issues, though perhaps unfortunate, are nonetheless not suggestive that the implicated City official or employee is acting in a manner inconsistent with pertinent local or State law. Those sorts of issues exist in every government. Furthermore, we acknowledge at the outset that certain matters relating to allegedly improper actions by former and current officials are being investigated by the Fraud Investigation Division of the Office of Commissioner of Insurance. Any allegations relating to this matter are, therefore, subject to review by a State agency and will not be considered as part of the investigatory process undertaken by Jarrard & Davis, LLP.

Most, if not all, Interviewees reported a strained environment within the City due to personality conflicts between the Mayor and City Council members. Although not illegal and not subject to further investigation as part of the contemplated "Master List", it is this office's opinion that many of the problems identified with the City of Blue Ridge's government stem from a breakdown in professionalism and courtesy amongst the City's elected officials. City employees reported feeling that the personality conflicts amongst leaders made their jobs difficult to perform and that this oftentimes led to confusion in knowing which tasks to perform – and the associated priority of tasks - due to different guidance being provided by the separate factions within the local government's current slate of elected officials. Many Interviewees indicated that they felt the City of Blue Ridge faces significant challenges to being efficiently and professionally run due to the lack of communication and/or hostile communication amongst Council Members and the Mayor. We strongly recommend that the City's officials come together and work diligently to ensure that discourse is handled in a professional and respectful manner, irrespective of the form of communication. Council Members and the Mayor are reminded that they are the face of the City of Blue Ridge's government and that name calling,

personal attacks, improper insinuation of misdeeds, and unfounded accusations should have no place in the operation of a local government. These behaviors appear to have significantly disrupted the City's ability to provide quality municipal services to the citizens of the City of Blue Ridge and are an impediment to this City's success.

A recurring theme observed during Phase One of the inquiry was that a considerable amount of the City's business is being conducted solely by the Mayor who – it is alleged – does not provide timely updates and reports about the City's business to the Council. It became apparent during the interviews that all of the functions currently being managed by the Mayor may be too burdensome for any one individual to handle and certainly too much to administer while otherwise endeavoring to manage and run a demanding personal business. This preliminary observation should not be interpreted as suggesting that the Mayor is not attempting to perform the duties she has assigned to herself—in fact; the opposite appears to be true. However, neither the Mayor nor any other City official can simultaneously fill all the roles for which are currently assigned to the Mayor – irrespective of who is responsible for so much being assigned to one person. This is especially true given that the Mayor and all of the Council Members have obligations outside of their roles as elected officials. Moreover, because City staff appear to be routinely engaged by (and receiving directives from) certain elected officials, this has resulted in City staff being placed in the middle of what appears to be an ongoing power struggle between the competing Council factions. It is strongly and emphatically recommended that the City of Blue Ridge implement a City Manager or City Administrator recruitment process. The City of Blue Ridge needs a professional, full time executive employee to carry out the policies established by the City Council and to oversee the City of Blue Ridge's day-to-day business operations. This individual should report directly to the Mayor and City Council, and should serve as a liaison between the City's Departments (including employees), the Mayor and Council. Additionally, this individual should be charged with ensuring the opening of communication lines between Council and the Mayor. The appropriate individual should be experienced in building consensus in a fractious government environment wherein that government is struggling due to a breakdown in communication amongst elected leadership. It cannot be stressed enough that a professional municipal staff – reasonably buffered from political considerations - is the gold standard for good government. It is our opinion that the City of Blue Ridge should promptly make an investment in a professional City Administrator or City Manager. Though there is a cost associated with creation of such a position, we believe it will more than pay for itself with the greater office-place efficiencies and increase in morale it will create.

In the context of bringing forward a strong executive to run the City's day-to-day business operations, a review of the City's structure and the role of Council Members as leaders of particular City Departments should be addressed. It is apparent that many of the current City Council members sought elected office because they believed they would oversee certain City Departments in "Commissioner" roles. For example, Council Member Pack expressed a very strong desire to work with the City's Park programming and in fact ran for office as the Parks Commissioner. However, since taking office he has been stripped of these duties and the Mayor as the Chief Executive has assumed the liaison role for all City Departments. A review of the City's history reveals that this is inconsistent with past administrations and years of political

history in Blue Ridge. This centralization of all responsibilities appears to have harmed the collegiality of Council Members who feel that they are not being allowed to fulfill their duties and obligations to the citizens who voted for them. This has led to low morale amongst Council Members and to the Mayor being consumed with too many duties and obligations. It is recommended that Council Members again be assigned as liaisons or "Commissioners" to the City's Departments and provide feedback to the Mayor and the appointed City Manager/Administrator regarding their work with the Departments on a routine basis. Each Commissioner should be charged with the obligation to report about the state of affairs in each of their Commissioner roles on a timetable that is to be mutually agreed upon. We recommend a return to the "Commissioner" structure as follows:

- Council Member Harold Herndon (Police Commissioner);
- Council Member Rodney Kendall (Water and Sewer Commissioner);
- Council Member Rhonda Thomas (Streets Commissioner);
- Council Member Angie Arp (Office Commissioner); and
- Council Member Bruce Pack (Parks Commissioner).

Likewise, it is imperative that the Mayor provide regular reporting of the state of affairs of the City of Blue Ridge. This need for information should not be used as a bludgeon against the Mayor; being raised only to point out deficiencies in the Mayor's performance. Instead, this regular reporting should be done because otherwise the remaining Council members have no means to understand the issues the City is facing – and the agenda items they are being asked to vote on. Currently, there is no regular process by which the Council receives updates from the Mayor as to her efforts on behalf of the City. Candidly, this need for written reports by the Mayor would be lessened if not removed if a City Administrator/Manager were retained. Until such time, a written policy indicating the frequency for such reporting, the required content of the reporting (e.g., meetings with local officials, state of financial affairs, communications from local authorities) and the format that such reporting should take (written report or verbal report) should be formalized. It is also imperative that the Mayor's report be presented in Open Meetings so that the citizens can understand the work being undertaken by the Mayor on the City's behalf and be able to stay abreast of current affairs. Council Members may question the Mayor about the report during said meeting to elicit information about the City's operations; however, it should be stressed that the manner in which Council Members and the Mayor interact when discussing these items should be civil, professional and based on factual inquiries that serve no purpose other than to understand the City's day-to-day business and pending or future agenda items.

Certain Interviewees complained that the Mayor has acted in a manner inconsistent with the City's Charter on various occasions. We have reviewed the City's Charter and those actions that allegedly violated the Charter's provisions (e.g., failure to provide regular updates as to the City's state of affairs to Council). We recommend that legal counsel for the City of Blue Ridge undertake a review of the Charter to update this document so that it is consistent with current practices within the City of Blue Ridge. Like all other municipalities in Georgia, the City of Blue Ridge has home rule power and may modify its own Charter – or – solicit the assistance of the General Assembly to implement certain changes. We recommend the Council give strong

consideration to doing so. The Charter needs to be updated to reflect the changing face of municipal government given that the current version was substantively drafted in 1989 (over a quarter century ago). Upon revision of the Charter, it is the obligation of all Council Members and the Mayor to gain an understanding of the Charter's provisions and to rely on legal counsel for interpretative guidance of this foundational document that serves as the bedrock for the City of Blue Ridge's government. It should be noted that the City is represented by capable legal counsel. Certain Interviewees complained that the Mayor often chose to not follow legal counsel's direction. This failure to follow advice of counsel was alleged to show a pattern of waste of money on legal fees for opinions or recommendations that were not heeded by City officials. As with any attorney-client relationship, the City is not bound to follow the advice of legal counsel. No local government attorney in Georgia has the power to force their will on the elected officials they serve; moreover, oftentimes a local government attorney will make recommendations among multiple lawful options. Which option the local government chooses is up to it. The Council is the City's legislative and policy-making body. Council can make the decision to follow advice of legal counsel or to not follow advice of legal counsel. Likewise, the Mayor may choose to follow advice of legal counsel or to not follow advice of legal counsel relating to areas for which she is responsible. The key is whether the legal advice given best serves the City and not the individual elected officials who seek legal advice. The City Attorney ultimately represents the City and all officials should be reminded of this when considering the advice provided. As public officers, each and every City official serves as a trustee and servant to the citizens of Blue Ridge and must remain accountable to the citizenry in their individual decision making. With that being said, based upon the information presented by the Interviewees, we cannot recommend further inquiry into allegations that an elected official is "not following the City Attorney's advice;" as moving in that direction – and becoming mired in the intricacies of the attorney-client relationship (as it relates to the City of Blue Ridge) - could generate more problems for the City than it solves. Ultimately, the citizens of the City of Blue Ridge will determine whether its elected officials are acting in the best interests of the City – and will vote accordingly. That is where the power and authority on that issue should remain.

Another recurring allegation against the Mayor is that she does not live in the City of Blue Ridge and that her apartment/loft residence above her furniture store was improperly permitted. Furthermore, it has been noted that the Mayor cast the tie breaking vote in changing the City's zoning code to allow apartment/loft homes above retail spaces. Arguably, the Mayor should have recused from this vote due to the appearance of impropriety as her own loft/apartment was implicated by her vote. However, "having the appearance of impropriety" is not illegal, per se, though a conflicted vote on a zoning matter may render the approved zoning void. We have made informal inquiry as to any available permitting records relating to the Mayor's residence; however, thus far those attempts have not revealed any documentary evidence to support or disprove the allegations made against the Mayor on this issue. The City's Zoning Administrator was unable to find any documentation regarding the permitting of the Mayor's apartment/loft. The Mayor candidly acknowledged that she is aware of these allegations and has documentation showing that her loft was properly and legally permitted. This office did not, however, receive these documents to review prior to the drafting of this report. Issues pertaining to the Mayor's residence and loft permitting are not resolved, are worthy of resolution, and are in need of some degree of closure.

While it does appear that financial policies were largely non-existent or incomplete in years past, the City's current Finance Director Alicia Stewart has worked to implement purchasing policies that are compliant with the law. In fact, during the summer months of 2015 comprehensive policies were enacted that addressed spending limits and purchasing authority. It should be noted that the City's Finance Director displayed a strong understanding of local government finance and many issues brought up by other Interviewees (e.g., hotel/motel tax issues, spending thresholds, and competitive procurements) have been addressed by Ms. Stewart since she has assumed the Finance Director role. Specific accusations of financial improprieties related to paving projects appear to have occurred more than seven years ago and other than vague, generic allegations of impropriety - no evidence has been brought forth demonstrating systemic and ongoing financial malfeasance in capital improvement projects undertaken by the City. At this point in the inquiry process, the only area of alleged financial improprieties warranting further investigation does not relate to the Council or the Mayor. Instead, we were advised of potential financial irregularities involving a City Department and particularly matters pertaining to the liquidation of certain pieces of City property and the use of proceeds from certain annual sales events. We do recommend that a review of certain, discrete financial transactions relating to this Department be undertaken to ensure that all transactions are properly recorded in accordance with applicable law. We are not making a finding here. Far from it. We are suggesting that an allegation be further reviewed.

This office heard much discussion by and between Council Members and the Mayor involving zoning matters. Currently, one such matter is being litigated and has been the source of much discord amongst the Council and the Mayor. We note that much of the discord regarding zoning could have likely been avoided through adherence to generally recognized principles that apply to land use decisions and through consistent application of the City's zoning ordinances. The City's officials must attempt to reach compromise and work in accordance with the City's zoning policies and procedures. Heavy handed actions that have forced matters to litigation could have been avoided had Council and the Mayor expressed a willingness to work together in reviewing petitions. This should not occur. Divisiveness such as this leads to litigation and public distrust. A focus on education and conflict resolution must be a priority for the City of Blue Ridge moving forward.

It is highly recommended that all current Council members and the Mayor obtain additional training on ethics and professionalism in local government. This training should address basic precepts of ethics and also touch on issues that were highlighted during the inquiry conducted by this office:

- Conflicts of interest in all matters with special attention given to the importance of transparency and fair dealings in zoning and land use matters;
- An understanding of the mandatory conflict of interest rules under the Zoning Procedures Act, including mandatory abstention in certain situations;
- Refraining from utilizing information obtained during one's work as

- an elected official for personal gain due to “insider information;” and
- Conflict resolution. The City’s interests must be first priority; personal interests or score-settling have no place in government service.

Lastly, it is imperative that a clear chain of command for employee instruction and supervision be formed and followed. Many employee Interviewees admitted they were not sure who ultimately was the “boss” for their work assignments. In fact, many of these same individuals recounted having been provided contradictory instruction by different City elected officials and feeling that they did not have clear direction on how to best perform their jobs. This is regrettable and has led to low morale and will almost certainly lead to the loss of valuable talent if not addressed immediately.

Recommendations

1. The City’s Charter should be reviewed and updated to ensure that it reflects the modern municipal structure for the City of Blue Ridge;
2. A City Administrator/City Manager should be hired to take charge of the City’s day-to-day business operations;
3. The Council and the Mayor should immediately seek dedicated ethics training provided by the Georgia Municipal Association or similar organization;
4. Council Members should be returned to their previously held “Commissioner” roles; and
5. Council Members and the Mayor should act immediately to improve their communication with each other and to put the City’s best interest first while putting aside and resolving the personal “rifts” that have developed between them. Updates on City business to the Council – in open session - by both the Mayor and, in the future, the City Manager should be routine and thorough.

Master List

1. Further investigation into the financial accountability of a City Department regarding reported, irregular liquidation of City assets and accounting of cash transactions should be undertaken;
2. The ongoing questions regarding the Mayor’s legal place of residence – to include permitting - should be further investigated to definitely conclude the matter once and for all; and
3. A review of whether City officials are (or have in the recent past) utilized City resources for personal gain or the betterment of their friends and families (e.g., Council Members allegedly providing gravel or other City-provided improvements to family members or friends) warrants further review

Conclusion

It must be noted that the efforts undertaken to date show regrettable levels of unbecoming behavior by certain City’s elected officials. Whether it be in threatening and abusive emails or

by allowing inappropriate comments to be made in open meetings, this lack of professionalism should be immediately discontinued so that the citizens of Blue Ridge can have renewed trust and confidence in their elected officials. At the core of good government is the belief by the citizens that elected officials are making decisions based upon the public good, and not affected by personal vendettas, personal agendas, personal gain, or other personal interests that have no place in the running of an efficient and ethical local government. Other elected officials have chosen to remain silent as the City's operations have faltered - so as to avoid getting involved in the "rifts" or disagreements. This failure to act has likewise harmed the City's government. The fissures that have festered between the City's officials should be addressed through better communication and a commitment to come together for the good of the community.

Kelsey Ledford

From: Alicia Stewart
Sent: Tuesday, January 26, 2016 11:39 AM
To: Kelsey Ledford
Subject: FW: Quote for WET-Biomonitoring Testing
Attachments: scan0005.pdf

From: City of Blue Ridge Waster Water Plant [mailto:brsewer@etcmail.com]
Sent: Tuesday, January 26, 2016 10:07 AM
To: Alicia Stewart <astewart@cityofblueridgega.gov>
Subject: Fw: Quote for WET-Biomonitoring Testing

Alicia,

Attached is a quote for the WET testing required by our new permit. It will be performed quarterly for the next year. The price will be the same each quarter. The total will be \$ 6100.

----- Original Message -----

From: Melody Dunlap
To: City of Blue Ridge Waster Water Plant
Cc: Brian Richard ; Herbie Johnson
Sent: Friday, January 22, 2016 9:41 AM
Subject: Quote for WET-Biomonitoring Testing

Hi James,

I have attached our proposal for the WET testing. This will include the both species for Chronic testing for one sample. Please let me know if this looks good to you. Also, I have cc'd the project manager and the Chattanooga Service Center Manager above. Herbie will be the person that will coordinate the pick-up of this sample and Brian will manage your reporting. Please let us know if you have a PO number you want included on the invoice.

Please contact me if there are any questions.

Thank you.

Melody R. Dunlap
Account Manager
Melody.dunlap@microbac.com
762-231-5115 p



Microbac Laboratories, Inc.
2511 Riverside Drive, Suite C-1
Chattanooga, TN 37406

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www.microbac.com

tennessee@microbac.com

Analytical Services Quotation

Accounts Payable
City of Blue Ridge GA
242 Windy Ridge Rd.
Blue Ridge GA 30513

Quote Date: 1/22/2016

Effective: 1/5/2016

Expires: 1/4/2017

Project Name: WET Testing - Quarterly

Pricing Summary

Matrix	Parameter	Method	Quantity	TAT (days)	Unit Price	Extended Price
Water	Sample Pickup Fee	[group]	1	7	\$75.00	\$75.00
Water	Biomonitoring by IC25	IC25	1	7	\$1,450.00	\$1,450.00
Bid Total:						\$1,525.00

Miscellaneous Fees

Same Day TAT 200% Markup

Next Day TAT 100% Markup

2 Day TAT 50% Markup

3 Day TAT 25% Markup

All rush needs to be preapproved by laboratory.

Microbac warrants laboratory services will be performed according to general laboratory standards and practices. Microbac's sole liability arising out of, or in connection with, the service provided herein, shall not exceed the invoice of said services. If special sample handling is required, additional fees may be assessed. Discounted prices are subject to change if sample types, analysis or quantities submitted vary from quote.

We appreciate the opportunity to provide you with this price quotation. The above price includes all coolers, sample containers, labels and chains of custody. To ensure that you receive these quoted prices, please refer to the above quotation number. Our terms are 30 days from the date of invoice for completed work. Please call if you have any questions.

Brian Richard

Project Manager

tennessee@microbac.com

<http://www.microbac.com>

Brian Richard
Project Manager
Microbac Laboratories Knoxville

Tony Byrd

From: Dave Loper <dave@oghughes.com>
Sent: Thursday, January 28, 2016 10:07 AM
To: Tony Byrd
Subject: OG Hughes / tony city of blue ridge snow plow
Attachments: BlueRidge MD80-Plow 9-3-15.doc

Tony,

Please see the attached Buyers snow plow quote (same price as the last one).

Thank you,

Dave Loper

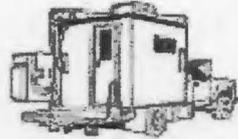
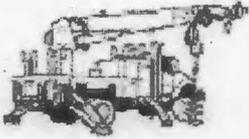
Versalift Account Manager
678-481-1278

O.G. Hughes & Sons, Inc.
154 Falcon Drive
Forest Park, GA 30297

dave@oghughes.com

From: Tony Byrd [mailto:tbyrd@cityofblueridgega.gov]
Sent: Thursday, January 28, 2016 9:31 AM
To: dave@oghughes.com
Subject: tony city of blue ridge snow plow

Hi dave the plow is a MD80 snow dogg plow package includes light kit for 2010 f150 4x4 the invoice # one or ticket from the last order is ORD10150648 ever thing the same on this one to my email is tbyrd@cityofblueridgega.gov



O.G.
Hughes
& Sons, Inc.

September 3, 2015

City of Blue Ridge
Ref: Buyers Snow Plows
For: Tony Byrd
Phone: 706-633-6339

Tony,

Thank you for this opportunity to offer you our Buyers SnowDogg Plows.

Plow for: 2010 Ford F150 4x4

- MD80 SnowDogg Plow Package (includes light kit) - **\$3,200.00**
- **Estimated Freight - \$350.00**

Total price - \$3,550.00

Note: requires 1,100 lbs. min ballast

Delivery estimated – In stock at this time

Thank you,

Price does not include any taxes
This proposal is valid for 45 days.



Dave Loper

Sales / Service 678-481-1278

dave@oghughes.com



4816 Rutledge Pike Knoxville, TN 37914

Quality Truck Equipment & Service since 1927

865-524-7525

800-940-8864

865-837-1135 fax



City of Blue Ridge

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Ridge Marina Zoning Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

12) First Budget Hearing for the 2016 Budget for the City of Blue Ridge:

Mayor Whitener asked if there were any questions pertaining to the proposed budget before asking for a motion. Council Member Rhonda Thomas made a motion to approve the budget. The motion was seconded by Council Member Harold Herndon. Council Member Angie Arp stated that she hoped Council Members Rodney Kendall and Bruce Pack have looked at the budget. Mayor Whitener stated that they should have since everyone got it a couple of weeks ago. The Council voted 3-0. Motion carried.

13) Millage Rate Ordinance (First Reading):

Mayor Whitener read the first paragraph of the Millage Rate Ordinance. Council Member Rhonda Thomas made a motion to accept the first reading of the Millage Rate Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

14) Solar Ordinance:

The Mayor, Council and City Clerk discussed the need for the City to adopt an ordinance that addressed the issues of solar panels. Council Member Rhonda Thomas made a motion to allow Roy Parsons to work with the City Attorney in moving forward with writing a solar ordinance for the City of Blue Ridge. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

15) Snow Plow Quotes:

Shop Supervisor Tony Byrd was present to give his recommendation as to which type of snow plow the Council should purchase for the Street Department. Council Member Rhonda Thomas made a motion to approve the quote from O.G. Hughes & Sons, Inc. in the amount of \$3,550.00. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

16) Waste Disposal Services at the Shop:

Shop Supervisor Tony Byrd was present to give his recommendation as to which company the Council should choose in regards to waste disposal (chemicals, cleaner, etc.) at the City shop. Council Member Rhonda Thomas made a motion to approve the quote from Tri-State Government Services, Inc. in the amount of \$7,986. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

17) Propane Gas Quotes:

The Mayor and Council reviewed and discussed the quotes from Appalachian Propane and Ferrellgas. Council Member Rhonda Thomas stated that she would be abstaining from this vote. Council Member Angie Arp asked if the Council could still vote. Mayor Whitener stated yes we



CERTIFIED PUBLIC ACCOUNTANTS

540 N. MAIN STREET
JASPER, GA 30143
PH (706) 253-3700 FAX (706) 253-5973

489 HIGHLAND CROSSING
SUITE 208
EAST ELLIJAY, GA 30540
PH (706) 515-2000 FAX (706) 515-2011

January 6, 2016

To Mayor and City Council
And City Administrator
City of Blue Ridge, Georgia

We are pleased to confirm our understanding of the services we are to provide City of Blue Ridge, Georgia for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Blue Ridge, Georgia as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Blue Ridge, Georgia's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Blue Ridge, Georgia's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress for City of Blue Ridge Retirement Plan

We have also been engaged to report on supplementary information other than RSI that accompanies City of Blue Ridge, Georgia's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Balance Sheet – Nonmajor Governmental Funds
- 3) Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds
- 4) Schedule of Projects Constructed with Special Purpose Local Option Sales Tax

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Mayor and City Council of City of Blue Ridge, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for

responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Blue Ridge, Georgia's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Blue Ridge, Georgia's major programs. The purpose of these procedures will be to express an opinion on City of Blue Ridge, Georgia's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during the planning phase of the audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will

take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Welch, Walker & Associates, P.C., CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Welch, Walker & Associates, P.C., CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately May 9, 2016 and to issue our reports no later than June 30, 2016. Tacie Jo Bracken, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,500 for the financial audit and \$3,000 for the single audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Blue Ridge, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Welch, Walker & Associates, PC, CPAs

Tacie Jo Bracken, CPA,

Welch, Walker & Associates, P.C., CPAs

RESPONSE:

This letter correctly sets forth the understanding of City of Blue Ridge, Georgia.

Management signature: *Alicia Stewart*

Title: *Finance Director*

Date: *February 22, 2016*

Governance signature: *Dan [unclear]*

Title: *[unclear]*

Date: *February 2, 2016*



Hawkins & McNair, CPAs

224 East Broad Street
Winder, Georgia 30680
770-867-9426
fax 770-867-1240
hawkins100@windstream.net

System Review Report

August 5, 2015

To the Shareholders of Welch, Walker & Associates, PC, CPAs and
the Peer Review Committee of the Georgia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Welch, Walker & Associates, PC, CPAs (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Welch, Walker & Associates, PC, CPAs in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Welch, Walker & Associates, PC, CPAs has received a peer review rating of *pass*.

Hawkins & McNair, CPAs

2016 Budgeted 2% Restricted Hotel Motel Tax - Contribution List

(30,000 was approved in the budget to be given for tourism promotion.

The list below is the events the city will divide the budgeted amount between.

1	Blue Ridge Marina - 4th of July Fireworks	\$5,000
2	Blue Ridge Arts Association - Arts in the Park Spring & Fall	\$4,000
3	Good Samaritans - Labor Day BBQ	\$4,000
4	Blue Ridge Community Theater	\$3,500
5	Blue Ridge Blues & BBQ Festival	\$3,500
6	Blue Ridge Kiwanis Rodeo	\$3,500
7	Light Up Blue Ridge	\$3,000
8	Trouts Unlimited - Festival	\$3,000
8	Blue Ridge Business Association - Fire & Ice Event	\$2,500
9	Fannin Chamber of Commerce - Marketing Co-Op	\$2,500
10	Blue Ridge Builders Showcase	\$2,000
12	Blue Ridge Wine & Jazz Festival	\$2,500
	Total Budgeted Amount	\$30,000

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Special Called Meeting Minutes
City Hall
480 West First Street
February 22, 2016 at 3:30PM

Present: Mayor Donna Whitener
Council Member Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Mayor Whitener asked Pastor Dr. Roger Beck to offer a word of prayer. The Pledge of Allegiance followed.

3) Council Meeting Rules of Procedures:

Mayor Whitener announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Approval of Minutes from Previous Meeting:

No minutes were available for approval.

5) Consideration of Zoning Ordinance Amendments for CBD:

Mayor Whitener read a list of proposed changes to the CBD Zoning Ordinance. Council Member Rodney Kendall suggested that the developer be required to provide sidewalks, curb and guttering on all streets that adjoins the developer's property. He also suggested that the residential sections be required to face secondary streets. Mayor Whitener suggested that the ordinance allow up to four stories. Developer Brendan Walsh spoke at this time. He suggested that the City look at density section of the ordinance that deals with mixed uses of projects. He also suggested parking on site to be placed behind the building and to require greenspace. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. A vote was not taken by Mayor Whitener. Mr. Walsh continued to speak. Mr. Walsh recommended no limitation as to density but to add that a 10% amenity space is required. Tom Huegel spoke after Mr. Walsh. Mr. Huegel asked if the proposed Zoning Ordinance Amendments for CBD would affect a hotel. Roy Parsons stated that the proposed amendments applied to residential units. Mr. Huegel explained that his development would include loft dwellings. Mr. Parsons stated that the proposed amendments

City of Blue Ridge

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would not affect a hotel. He explained that if the building that contained the loft dwellings was not connected to the hotel then the loft dwellings would be required to meet the proposed amendments; and would not if they were included within the hotel building. The Council discussed extended stay. Mr. Parsons stated that the requirement for the units to average 1000 square feet had already been approved by the Council. Council Member Angie Arp discussed required parking. The Mayor and Council discussed each proposed amendment again prior to making their motions. Council Member Rodney Kendall made a motion to change the setback for residential units from 30 feet to 5 feet for residential units on secondary streets. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to change the density of residential units to not have a limitation. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to require that residential units face secondary streets. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to require parking be located on the side or rear of the residential structures. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to require the developer to add a 10% amenity space to their development. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to require the developer to provide sidewalks, curb and guttering to all streets that adjoins the developer's property. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to send the recommendations to the Planning Commission. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

6) Executive Session—Land Acquisition and Personnel:

Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing land acquisition and personnel. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting from an executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Park Supervisor Tim Towe gave his recommendations for hiring lifeguards. Mr. Towe recommended returning lifeguards Haley Campbell, Collin Queen, Maddie Deal and Caroline Gray to be hired as head lifeguards. He recommended Michael Arp, Dylan Weigle, Shane Stepp, Brad Dungey, Kaleb Martin, Katelyn Curtis, Courtney Sneathen, Destiny Watkins, Cassidy Payne, Brady Pack, Kyndall Ledford, Ainsley Harris and Jean Zamora for new hires. Council Member Rodney Kendall made a motion to hire those recommended by Mr. Towe. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to raise the minimum lifeguard pay to \$8.00 per hour. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Street Supervisor recommended that the Council hire Vance Allen as a general laborer and to promote Scott

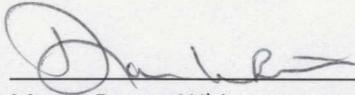
City of Blue Ridge

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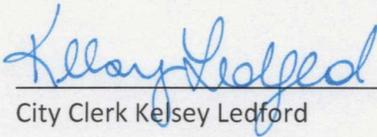
Bradburn to Equipment Operator. Council Member Rodney Kendall made a motion to hire Vance Allen for the Street Department. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to promote Scott Bradburn to the Equipment Operator position. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

7) Adjournment:

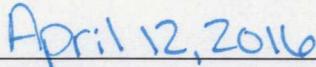
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
March 1, 2016 at 10:00 AM

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

Mayor Whitener asked the Council to amend the agenda and allow Nancy Page (listed under Public Comment) to speak after the approval of the minutes due to a scheduling conflict. Council Member Rodney Kendall made a motion to amend the agenda to allow Ms. Page to speak after the approval of the minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

3) Council Meeting Rules of Procedures:

Mayor Whitener stated that a copy of the Council Meeting Rules of Procedures were available at the Council desk.

4) Approval of Minutes:

- a) Council Member Rhonda Thomas made a motion to approve the January 12, 2016 Council Meeting Minutes. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.
- b) Council Member Rodney Kendall made a motion to approve the February 2, 2016 Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

5) Nancy Page—City Growth:

Nancy Page addressed her concerns about city growth and spoke about her hometown.

City of Blue Ridge

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6) Fannin County & Cities Joint Comprehensive Plan:

Mayor Whitener announced that a class titled Preparing and Implementing your Comprehensive Plan would be held March 11-12 in Helen, Georgia. She encouraged all members of the Council to attend. Mayor Whitener continued to discuss city growth briefly.

7) Jim Sisson (Sale of City Property on Summit Street/Swan Drive In):

Mayor Whitener read the first paragraph of the resolution providing written consent of the City to the terms of a release of real property from a leasehold interest by Steve Setser to Sisson Log Homes, Inc. (attached). Council Member Rodney Kendall made a motion to approve the resolution. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Jim Sisson asked if a quick claim deed would need to be prepared. Mayor Whitener told Mr. Sisson to contact City Clerk Kelsey Ledford after the meeting to find out and discuss what needed to be done.

8) Head Lifeguard Pay:

Mayor Whitener stated that there would be four head lifeguards this year and asked that the Council approve the head lifeguard pay. Council Member Rodney Kendall made a motion to change the Head Lifeguard pay to \$10.00/hour. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Robert's Way/East Main Street/Crosswalks:

Council Member Angie Arp stated that Matt Smith is supposed to have some documents in regards to East Main Street prepared for the Mayor and Council by next week. Council Member Angie Arp discussed parking/sidewalks on Robert's Way. Mayor Whitener discussed adding a sidewalk on Robert's Way as well as adding a crosswalk on Mountain Street. She discussed removing the crosswalk at Mountain Street and East Main Street because people believe that the intersection is a 4-way stop. Mayor Whitener asked that the topic be tabled until the next meeting so that she could speak with Matt Smith. Council Member Rhonda Thomas made a motion to table the topic until the next meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

10) Sunset Tank 11 Month Inspection:

City Clerk Kelsey Ledford explained that Matt Smith with Carter & Sloope obtained three quotes for the Sunset Tank 11 Month Inspection (attached). She continued to state that Mr. Smith informed her that Carter & Sloope recommends awarding the contract to the low bidder, American Tank Maintenance (ATM). There was brief discussion before Council Member Rodney Kendall made a motion to accept ATM's quote. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

City of Blue Ridge

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11) Arrive Safe Resolution:

Mayor Whitener read the Arrive Safe Resolution (attached) aloud. Council Member Rodney Kendall made a motion to approve the resolution. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

12) City Park (Park Renovations and College Students Workday):

Mayor Whitener stated that the park playground equipment is in need of some maintenance. She stated that she was not sure when Kiwanis is supposed to get their grant money. She explained that 48 college students would be coming to Blue Ridge on March 14, 2016 to volunteer on some projects. She recommended that they work on the park by taking the equipment apart and repainting them. Council Member Angie Arp stated that the park really needed a new swing set. The Mayor and Council discussed the equipment and renovations briefly. Mayor Whitener spoke of getting dirt from the county, and eliminating piping and rocks from the playground. The allotted time limit expired. Council member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The Mayor and Council discussed trees, the Bear, and a stage area among other park related issues. After additional discussion, Mayor Whitener restated that the group of students will be in Blue Ridge on March 14, 2016 and that the park will probably be out of service for approx. 2 weeks. Council Member Rhonda Thomas suggested running an ad in the paper to notify the public.

13) Mayor Reports:

Mayor Whitener discussed LMIG with the Council. She explained that the City needs to assign last year's LMIG funds to a project so that the City can apply for 2016 LMIG funds. She continued to mention that she would like to use last year's LMIG at the stage area on East Main Street. Mayor Whitener stated that she would need to check with Matt Smith as to whether or not that area would apply. The Mayor and Council discussed deadlines and awards time. Mayor Whitener is to meet with Matt Smith and update the Council after the meeting. Mayor Whitener then discussed making the street next to City Hall a one way. During her discussion the allotted time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mayor Whitener suggested closing the street and making it an addition to the City Hall parking lot by removing the bank between City Hall's parking lot and the street. She stated that it would add approx. 50 parking spaces. Council Member Angie Arp suggested adding additional parking on the opposite side of City Hall near the drive-thru. Mayor Whitener explained that she is researching the possibility of changing the lights downtown to solar lights. She also discussed the electricity downtown in the park. Mayor Whitener is to get quotes for adequate electrical work. Mayor Whitener discussed annexing a piece of property that belongs to Cathy Huff near the county barn. Ms. Huff is planning to open a restaurant on the said property. Mayor Whitener reminded the Council of a policy class at the end of March.

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14) Event Security:

Mayor Whitener discussed event security and her concern for officers who are hired by the event to patrol and who may be injured while covering the event. She questioned whose responsibility is it to cover the expenses of the officer including worker compensation. She suggested a special event policy be adopted. Police Chief Johnny Scarce stated that by law the officers could wear their City uniforms as long as the event is within the City limits. Mayor Whitener stated that she did not believe that was what the City Attorney told her. She continued to state that the City uniform is what she believed placed liability on the City and that if the officers are in City uniforms, that they should be on City time. Mayor Whitener and Chief Scarce had a brief discussion before Council Member Rodney Kendall stated that in other cities, events contract for police and fire protection through the city. He continued to explain that the event reimburses the City for the officers' time. There was discussion among the Mayor, Council and Chief Scarce about whether the events liability insurance would cover the officers' worker compensation. Cindy Trimble spoke from the audience and explained that it would be better to go through the City. The allotted time limit expired. Council Member Rhonda Thomas suggested allowing the County to collaborate with the City in regards to the special event policy and security. Council Member Angie Arp suggested a fee be paid by the event for worker compensation. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Mayor Whitener asked the Council to read what Attorney David Syfan sent. Council Member Rhonda Thomas made a motion to table Event Security until the next meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

15) TEE Project/Streetscape Phase IV:

The Mayor and Council were provided with a Memorandum of Understanding (attached) in their Council packets. Mayor Whitener stated that the City has \$375,000.00 for streetscape. Mayor Whitener explained that the project was approved from the Temple Church property to the Southern Charm building and that she hopes that the City can get the project to coincide with the drainage work on West Main Street. She explained that the MOU would need to be approved to move forward. Council Member Angie Arp asked what the City's part is. Mayor Whitener stated that she believed it was a 20% match. There was a brief discussion between Mayor Whitener and Council Member Angie Arp in regards to the project location. Council Member Rodney Kendall made a motion to approve the Memorandum of Understanding. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Carter & Sloope Invoice No. 20858 (2015 GEFA SRF Water Meter Replacement) Approval:

The Mayor and Council were presented a copy of invoice no. 20858 from Carter & Sloope in the amount of \$7,786.25 (attached). Council Member Rhonda Thomas made a motion to approve

City of Blue Ridge

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the invoice. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

17) Jarrard & Davis, LLP Invoice for December 2015:

The Mayor and Council were presented a copy of an invoice from Jarrard & Davis, LLP in the amount of \$10,060.00 (attached). Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

18) Willingham Circle:

- a) Mayor Whitener read the Certification of Abandonment (attached). Council Member Rodney Kendall made a motion to approve the Certification of Abandonment. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- b) Mayor Whitener read the resolution to abandon a portion of Willingham Circle (attached). Council Member Rodney Kendall made a motion to approve and adopt the resolution. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- c) The Mayor and Council were presented a copy of the quit-claim deed (attached). Council Member Rodney Kendall made a motion to approve the quit-claim deed. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

19) Memorandum of Understanding (MOU) MACA:

Mayor Whitener explained that MACA (Mountain Area Christian Academy) has requested the use of a ball field in the City Park for their home games. The Council were presented with a copy of a Memorandum of Understanding (attached). Council Member Rhonda Thomas made a motion to accept and approve the Memorandum of Understanding. The motion was seconded by Council member Rodney Kendal. The Council voted 5-0. Motion carried.

20) GMA Lease Purchase Agreement/Resolution (Water Department Truck):

The Mayor and Council were presented the Direct Installment Program from GMA for the purchase of a water department truck (attached). Council Member Rhonda Thomas made a motion to approve the Lease Purchase Agreement and Resolution. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

21) Jack Morton—Legal Issues:

Jake Morton stated that he was scheduled to speak at the February 9, 2016 Council Meeting but due to inclement weather it was cancelled. He explained that since then, he has decided not to speak on what he had planned because he seen from the February 22, 2016 Council Meeting that the Council is beginning to work together. Mr. Morton thanked the Mayor and Council.

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22) Cindy Trimble—City Council Positions:

Cindy Trimble stated that she would like to reiterate what Mr. Morton stated. She thanked the Mayor and Council for working together.

23) Carlie Hammond—Good Samaritans/Master Plan:

Carlie Hammond addressed some concerns about the City Park. She also requested that the Mayor and Council involve the Good Samaritans in decisions about the park. Mayor Whitener discussed the park with Ms. Hammond.

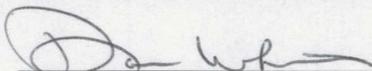
Council Member Angie Arp asked to speak at this time. Council Member Rodney Kendall made a motion to allow her to speak. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Angie Arp stated that she had not planned to speak but that she wanted to speak after Mr. Morton and Ms. Trimble. She apologized for the way that she has acted and the things she has done because it has not been right. She continued to state that she wants to work together and do what is right. She stated that she may not have handled everything the professional way and that it has not been her intent to be ugly. Council Member Angie Arp continued her apology and closed by stating that she wanted to do her part in order to get along and do what is best for the City. She asked that everyone consider accepting her apology for anything that she has not done correctly. Mayor Whitener spoke a few words.

24) Executive Session--Personnel:

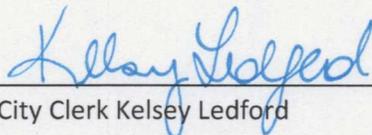
Council Member Rodney Kendall made a motion to close the meeting for an executive for the purpose of discussing personnel. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting after closing for an executing session. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve the Street Department pay scale dated March 1, 2016 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

25) Adjournment:

Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.



Mayor Donna Whitener



City Clerk Kelsey Ledford

April 12, 2016

Approved



PASSED: _____

A RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA, AND TO PROVIDE THE WRITTEN CONSENT OF THE CITY OF BLUE RIDGE TO THE TERMS OF A RELEASE OF REAL PROPERTY FROM A LEASEHOLD INTEREST BY STEVE SETSER TO SISSON LOG HOMES, INC., AS MORE SPECIFICALLY IDENTIFIED WITHIN A CONTRACT, AND WHICH IS ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED BY REFERENCE HEREOF INTO THIS RESOLUTION; TO PROVIDE THE EXPRESS WRITTEN CONSENT BY THE CITY OF BLUE RIDGE AS TO THE CONDITIONS PRECEDENT CONTAINED WITHIN SECTION 2 OF THE SAID CONTRACT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Blue Ridge, Georgia, entered into a lease agreement with Steve Setser and with said lease dated May 13, 2009, and under which the City leased certain real property to Steve Setser for the operation of a drive-in movie theatre and related activities, and provided for certain covenants of use that limits the lessee's (Steve Setser's) use of the property for the operation of a drive-in movie theatre and related activities;

WHEREAS, an adjoining land owner, Sisson Homes, Inc., needs a small piece of the leased premises in order to make the operations of the adjoining business more efficient, being Sisson Log Homes, Inc., and therefore the City as fee simple absolute owner, has agreed to convey the small tract of property to Sisson Log Homes, Inc. subject to the transfer not affecting the terms and conditions of the lease between the City and Steve Setser, except that the leased premises will not include the subject property conveyed to Sisson Log Homes, Inc.

WHEREAS, Steve Setser has agreed to release from the leasehold the same small tract of land pursuant to a contract attached hereto as Exhibit "A", and incorporated by reference hereof into this resolution, and which requires that the City provide written consent to the contract and

certain other conditions precedent, and in order to confirm that there will be no breach of the lease agreement between the City and Mr. Setser due to the conveyance to Sisson Log Homes, Inc. by the City;

WHEREAS, in accordance with Section 2 of said contract, the City of Blue Ridge, by and through its Mayor and City Council, desires by this resolution to provide written consent to the leasehold release by Mr. Setser to Sisson Log Homes, Inc., and provide express written consent in accordance with the further conditions set out within Section 2 of said contract;

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the authority of the City Charter and general state law, as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated into this resolution, as if set out verbatim herein this resolution.

SECTION 2. EXPRESS WRITTEN CONSENT.

The City of Blue Ridge, by and through its duly elected Mayor and City Council, does hereby provide express written consent as follows:

(a) The City of Blue Ridge consents to Steve Setser's (Lessee's) quit claim of his interest in the Subject Property to release said property from the leasehold interest, as more specifically described within the attached contract and attached plat, to the buyer, being Jim Sisson Log Homes, Inc.;

(b) The City of Blue Ridge consents to the release of the Subject Property (being the small tract of property more specifically described upon the attached contract and attached plat) from the leasehold and from the covenant of use restriction contained within the May 13, 2009 lease agreement between the City of Blue Ridge as lessor, and Steve Setser as lessee, and

acknowledges that the use of the Subject Property by Sisson Log Homes, Inc. shall not violate the terms of the lease between the City and Mr. Setser; and

(c) The City of Blue Ridge hereby consents and acknowledges that Steve Setser's release of the Subject Property from the leasehold by quit claim deed to Sisson Log Homes, Inc. is made voluntarily, and does not result in abatement, proration, or apportionment of the rent and does not amend or alter the existing lease agreement between Steve Setser and the City of Blue Ridge, except that the leased premises will be less and except the Subject Property.

SECTION 3. CONSENT OF THE CITY OF BLUE RIDGE.

The City of Blue Ridge, by and through its City Council, does hereby further acknowledge and consent to the release from the leasehold, the small tract of property, designated as the Subject Property within the attached contract, and as described upon the attached plat, and the City does hereby consent to the release of this property from the leasehold by Mr. Setser to Sisson Log Homes, Inc., and agrees that said transfer shall not affect in any way the current May 13, 2009 lease agreement between the City and Steve Setser except that the leased premises of said lease will be less and except the Subject Property.

SO RESOLVED this _____ day of _____, 2016.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Councilperson

Attest:

Kelsey Ledford
City Clerk

Kelsey Ledford

From: Matt Smith <msmith@cartersloope.com>
Sent: Thursday, February 11, 2016 5:32 PM
To: Kelsey Ledford; Rebecca Harkins
Cc: Donna Whitener; Donna Whitener; Rodney Kendall; Rhonda Thomas; Harold Herndon; Bruce Pack; Angie Arp
Subject: Sunset Tank 11 Month Inspection
Attachments: 2012_001.pdf

Kelsey/Becky:

Please see the attached proposals for the 11-month inspection on the Sunset Drive ground storage tank. We typically recommend an 11-month inspection for all tanks so that you have one last chance to review the construction quality prior to the 1 year warranty expiring. We requested proposals from 3 different companies (American Tank Maintenance, Utility Service Co., Inc., and Tank Industry Consultants). The proposal prices are summarized below. I would like to recommend that this item be added to the next City Council meeting agenda for review of the proposals.

American Tank Maintenance	\$1,950
Utility Service Co., Inc.	\$2,500
Tank Industry Consultants	\$4,950

*Matt Smith, PE
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: 770-479-8782
Cell: 478-214-3535*

From: csprinter478@gmail.com [mailto:csprinter478@gmail.com]
Sent: Thursday, February 11, 2016 2:50 PM
To: Matt Smith <msmith@cartersloope.com>
Subject: Attached Image



Massie Hughes
 Phone: 478-919-7842
 mhughes@americantankmaintenance.com
 www.americantankmaintenance.com



B7970.003 (Env...)

DATE: February 2, 2016

Page No. 1 of 1

<u>Submitted To</u> Carter & Sloop, Inc (City of Blue Ridge, GA) <u>Phone</u> 770-479-8782 <u>Address</u> 115 Woodland Way, Suite 120 <u>Zip</u> 30114	<u>Attention</u> Kurt McCord, P.E. <u>Fax</u> <u>City</u> Canton <u>State</u> GA <u>Job Description</u> ROV Inspection with Report	<u>Tank Name</u> Sunset Drive Tank <u>Tank Style</u> Concrete Ground <u>Tank Size</u> 1.5MG <u>Tank Address</u> Sunset Drive, Blue Ridge, GA
--	--	---

American Tank Maintenance, agrees to provide all labor, equipment, and materials needed to complete the following:

1. This proposal is submitted to Carter & Sloop, Inc for the City of Blue Ridge, GA
2. American Tank Maintenance, LLC, Carter & Sloop, Inc and City of Blue Ridge, GA shall coordinate a date when the Sunset Drive Tank (1.5MG Concrete Ground Tank) can be available for inspection by ROV. Tentative date for inspection will be the week of 22 February 2016.
3. Sunset Drive Tank is located at Sunset Drive, Blue Ridge, GA.
4. All ROV inspection equipment entering the tank will be disinfected according to AWWA standards.
5. Tank exterior and interior will be inspected to assess the areas of General Data, Structural, Sanitary, Safety, Security and Coatings Conditions (as applicable). Interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. After all inspection work is completed, the tank will be sealed and made ready for service.
7. Comprehensive written inspection report with color digital photographs will be submitted detailing the condition of the tank (DVD recording of interior inspection will also be provided). American Tank Maintenance (ATM) representative will schedule a date with Carter & Sloop, Inc and City of Blue Ridge, GA to present the inspection report and findings for the tank.
8. Below pricing is based on accessibility of the tank site and the ability of American Tank Maintenance to perform tasks required in one full work day. (\$500.00 for each additional day)

American Tank Maintenance, LLC, hereby proposes to furnish all labor, materials, equipment and insurance – complete in accordance with above details and specifications, for the sum of:

ONE THOUSAND NINE HUNDRED FIFTY **and 00/100** **\$ 1950.00**

All work to be completed according to specifications submitted. Any modifications from specifications involving extra costs will be executed only upon approval and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Payment to be made as follows:
Payment in Full Upon Completion of Work
 (plus all applicable taxes)
 American Tank Maintenance, LLC
 PO Box 130, Warthen, GA 31094

Authorized ATM Signature

Massie Hughes, Regional Director/Partner
 American Tank Maintenance, LLC

Acceptance of Proposal – Above Scope of work, prices and conditions are satisfactory and are hereby accepted. ATM is authorized to do the work as specified.

Signature:

Date of Acceptance:

Printed Name: Kurt McCord, P.E.

Email: kmccord@cartersloope.com

Kurt McCord

From: Massie Hughes <mhughes@americantankmaintenance.com>
Sent: Tuesday, February 02, 2016 2:47 PM
To: Kurt McCord
Cc: Charles Belcher
Subject: ROV Inspection proposal for Sunset Drive Tank (City of Blue Ridge, GA)
Attachments: Sunset Drive Tank 1.5MG Ground ROV Inspection Proposal 2 Feb 2016.pdf

Kurt,

Per our discussion, I have attached a **ROV inspection proposal for the Sunset Drive Tank located in Blue Ridge, GA.**

American Tank Maintenance, LLC, and Carter & Sloope, Inc and City of Blue Ridge, GA will need to coordinate a date for the ROV inspection, but it looks like the week of 22 Feb may be a good option. Not exactly sure what day that week

Tank exterior and interior will be inspected to assess the areas of General Data, Structural, Sanitary, Safety, Security and Coatings Conditions (as applicable).

Interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.

Comprehensive written inspection report with color digital photographs will be submitted detailing the condition of the tank (DVD recording of interior inspection will also be provided).

Please let me know if you have any questions or concerns about this ROV inspection proposal.

ATM looks forward to the opportunity to work with you on this project.

Very Respectfully,
Massie Hughes
Regional Director/Partner
American Tank Maintenance
478-919-7842



Proposal From
UTILITY SERVICE COMPANY, INC.
 1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 utilityservice.com

Date: 2/10/2016

Submitted by: Lee Smallwood

Local Phone: 864-415-2388

SFID:

CN:

SO:

Proposal Submitted To: City of Blue Ridge – C/O Kurt Mccord			Phone Number: 770-479-8782	Fax Number:	
Street Address: 115 Woodland Way Suite 120			Description of Work to be Performed: ROV Inspection		
City: Canton	State: Ga	Zip Code: 30114	Tank Name: Sunset Tank		
Accounts Payable Contact Name: Kurt Mccord	Email: kmccord@cartersloope.com		Job Site Address: Sunset Drive, Blue Ridge, GA		
Job Contact (Inspection Reports): Kurt Mccord	Email: kmccord@cartersloope.com		County / Parish: Fannin	Tank Size: 1,500,000	Tank Style: Crom

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
2. Inspection prices are based upon scheduling multiple visits in the area and we request flexibility in scheduling.
3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank.
9. A representative of Utility Service Co., Inc. will scheduled a date with the Owner to present the inspection report and findings.
10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day).

Please sign and date this proposal and fax one copy to our office.

Two Thousand Five Hundred and -----00/100 Dollars **\$2,500.00**

Payment to be made as follows: Payment in Full Completion of Work – plus all applicable taxes
 Remittance Address: **Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
 USG Signature Lee Smallwood

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____ Signature _____
 Date of Acceptance _____ Printed Name _____

TIC

TANK
INDUSTRY
CONSULTANTS

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Plainfield, Illinois
815 / 556-8335

Sacramento, California
916 / 717-3608

Houston, Texas
281 / 367-3511

El Paso, Texas
915 / 790-0790

Pittsburgh, Pennsylvania
412 / 262-1586

February 2, 2016

Mr. Kurt T. McCord, P.E.
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, Georgia 30114

RE: Professional Services – First Anniversary Evaluation, City of Blue Ridge
1,500,000 Gallon Concrete Ground Storage Tank

Dear Kurt:

As you requested, Tank Industry Consultants (TIC) is pleased to present this proposal for the First Anniversary Evaluation of the new CROM ground storage tank constructed for the City of Blue Ridge. The interior of the tank will be evaluated using a remotely operated vehicle (ROV).

TIC will perform the evaluation that will focus on the constructor's compliance with the project specifications and drawings, and to identify evidence of premature degradation. The technician will take pictures of conditions found.

TIC's ROV evaluation utilizes a robotic device. The ROV is operated and guided by one of our technicians who knows the problem areas that need to be closely examined and who can "interpret" the video during the ROV evaluation to more closely evaluate areas of concern that would be overlooked by someone who was not intimately familiar with water tank design and maintenance. Prior to entering the tank, the ROV and all equipment are thoroughly disinfected in accordance with AWWA C652-11.

Following the field work, TIC will prepare a brief report with color photographs of the conditions found during the First Anniversary Evaluation.

Safe Working Practices: To assist Tank Industry Consultants in safely accessing the tank surfaces above grade, and to comply with OSHA requirements, we request that the City of Blue Ridge or Carter & Sloope provide the following:

1. Phone number and contact information for the local fire and rescue department.
2. Ladder access height if greater than 12 feet.

The fee for TIC to perform the evaluation will be \$4,950.

To proceed with this project, please sign and return one copy of the enclosed Professional Services Agreement.

An Employee-Owned Company

Mr. Kurt T. McCord, P.E.
Carter & Sloope, Inc.

Page 2
February 2, 2016

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Tank Industry Consultants

A handwritten signature in cursive script that reads "Penni Snodgrass".

Penni Snodgrass
Sales and Marketing Manager

Terms and Conditions

The Terms of this quotation are:

1. The tank must be prepared for the field evaluation on the agreed date and time.
2. The City of Blue Ridge operating the water works system with the tank off-line without any assistance from Tank Industry Consultants.
3. The City of Blue Ridge turning off, tagging, and locking out the power to any mixing system or other internal system that may be installed on the tank interior, and returning the systems back to their working order at the conclusion of the field work on the tank.
4. The City of Blue Ridge providing a ladder (or other means) to access the exterior tank ladder if the bottom of the tank ladder is more than 12 feet above the ground.
5. Performing the work when the temperature is above 35° F, the wind velocity is 15 miles per hour or less, and there is no precipitation.
6. Performing the field work prior to July 1, 2016. Tank Industry Consultants will contact Carter & Sloope, Inc. to schedule the field work when written authorization has been received.
7. The City of Blue Ridge or Carter & Sloope, Inc. furnishing a ground man during the field work.
8. The City of Blue Ridge supplying TIC with all required sleeves and attachments for any existing safe-climbing devices on the tank ladders if the devices are to be tested for proper operation.
9. Representatives of the City of Blue Ridge or Carter & Sloope, Inc. may not accompany TIC's personnel during the evaluation of the tank surfaces above ground level. TIC's rigging and safety equipment is intended for and is to be used by only TIC personnel.
10. The City of Blue Ridge taking samples and performing all required testing prior to placing the tank in service.
11. Using the enclosed agreement and this proposal as the contract form to perform this work. Specifically included as part of this fee is the limitation of liability listed in this agreement.
12. Carter & Sloope, Inc. will be invoiced when the engineering report is issued. Payment is due within 30 days.

If any of these terms are not met by the City of Blue Ridge or Carter & Sloope, Inc., charges for any additional time, mileage, per diem, interest (1-1/2% monthly), taxes, insurance or mobilizations incurred by TIC due to such failure may be added to the fee.

**Standard Form of Agreement between Engineer and Consultant
for Professional Tank Evaluation Services**

This Agreement, made this _____ day of _____, 2016 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the CONSULTANT and Carter & Sloope, Inc. located at 115 Woodland Way, Suite 120, Canton, Georgia 30114, hereafter referred to as the ENGINEER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION 1 - SERVICES OF CONSULTANT

- 1.1. The CONSULTANT agrees to provide professional tank evaluation services in accordance with the CONSULTANT's proposal to the ENGINEER dated February 2, 2016.
- 1.2. If CONSULTANT is requested to perform professional services in addition to those services outlined in paragraph 1.1, a new agreement will be required. This agreement is only for the scope of services stated above in paragraphs 1.1.

SECTION 2-ENGINEER'S RESPONSIBILITIES

ENGINEER shall do the following in a timely manner so not to delay the services of CONSULTANT:

- 2.1. Designate in writing a person to act as ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to CONSULTANT's services for the Project.
- 2.2. Provide all criteria and full information as to CONSULTANT's services hereunder as to ENGINEER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which ENGINEER currently has, if any.
- 2.3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- 2.4. Give prompt written notice to CONSULTANT whenever ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any contractor affecting the Project.
- 2.5. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.6. The information and services to be provided by ENGINEER under this Section will be without cost to CONSULTANT.

SECTION 3 - PAYMENTS TO ENGINEER

ENGINEER shall pay CONSULTANT for Services rendered in the amounts outlined in the Proposal to the ENGINEER dated February 2, 2016. The ENGINEER shall issue payment to CONSULTANT within 30 calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** - CONSULTANT represents that the services shall be performed, within the limits presented by ENGINEER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to ENGINEER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Termination** - This Agreement may be terminated by the TANK CONSULTANT or ENGINEER with or without cause upon thirty (30) days' written notice to TANK CONSULTANT. ENGINEER shall compensate TANK CONSULTANT for all work performed up to and including the termination date.
- 4.3. **Re-Use of Documents** - All documents furnished by the CONSULTANT pursuant to this Agreement are instruments of services in respect to the Project and the CONSULTANT shall retain Ownership of said documents whether or not the Project is completed. The ENGINEER may make and retain any additional copies for information and reference in connection with the use of the Project by the ENGINEER and others for the Project; however, such documents are not intended or represented to be suitable for

re-use by the ENGINEER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the CONSULTANT will be at re-user's sole risk and without liability or legal exposure to the CONSULTANT, and the ENGINEER shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the CONSULTANT's consent. The granting of such consent will entitle the CONSULTANT to further compensation at rates to be agreed upon by the ENGINEER and the CONSULTANT.

- 4.4. Insurance - CONSULTANT shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, CONSULTANT shall provide ENGINEER with certificates of insurance for ENGINEER's review and use.
- 4.5. Indemnification - The CONSULTANT agrees to indemnify the ENGINEER, their officers employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the CONSULTANT in the performance of this Agreement, but only for that portion of such negligence of the CONSULTANT compared to the total negligence of all persons, firms, or corporations which results in said damages to the ENGINEER. The CONSULTANT shall not be liable for any consequential damages. The fees listed in the Proposal to the ENGINEER dated February 2, 2016 are based upon the total liability to the CONSULTANT not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

CONSULTANT: Tank Industry Consultants

ENGINEER:


By: Stephen W. Meier, P.E., S.E., Managing Principal

By:

Dated: February 2, 2016

Printed: _____

Dated: _____

Kurt McCord

From: Penni Snodgrass <snodgrass@tankindustry.com>
Sent: Tuesday, February 02, 2016 8:53 AM
To: Kurt McCord
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank
Attachments: Professional Services Agreement.pdf; Blue Ridge Warranty Inspection.pdf

Attached are TIC's proposal and Professional Services Agreement.

If you have any questions or need additional information, please feel free to contact me.

Thank you,

Penni Snodgrass
Sales and Marketing Manager
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214
Phone: 317.271.3100
Cell: 317.372.4857
FAX: 317.271.3300
Snodgrass@TankIndustry.com
www.TankIndustry.com

Think green: Only print this e-mail and any attachment if necessary.

From: Kurt McCord [mailto:kmccord@cartersloope.com]
Sent: Monday, February 01, 2016 2:53 PM
To: Penni Snodgrass <snodgrass@tankindustry.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

Penni – See attachment.

Thanks,

Kurt T. McCord, P.E.

Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: (770) 479-8782
Mobile: (404) 309-2852

From: Penni Snodgrass [mailto:snodgrass@tankindustry.com]
Sent: Monday, February 01, 2016 2:39 PM
To: Kurt McCord <kmccord@cartersloope.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

In order for us to provide a proposal for and perform a warranty inspection on the tank, we will need a copy of the full specification in order to determine the tank's compliance with project specifications and to look for premature degradation.

Can you provide a copy of the spec?

Thanks!

Penni Snodgrass
Sales and Marketing Manager
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214
Phone: 317.271.3100
Cell: 317.372.4857
FAX: 317.271.3300
Snodgrass@TankIndustry.com
www.TankIndustry.com

Think green: Only print this e-mail and any attachment if necessary.

From: Kurt McCord [<mailto:kmccord@cartersloope.com>]
Sent: Monday, February 01, 2016 2:25 PM
To: Penni Snodgrass <snodgrass@tankindustry.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

Penni,

We won't develop any technical specifications for the inspection. However, I've enclosed a description of the general warranty for your review. We're not looking for minor aesthetic flaws, but rather deficiencies that may compromise structural integrity, etc.

Thanks,
Kurt T. McCord, P.E.

Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: (770) 479-8782
Mobile: (404) 309-2852

From: Penni Snodgrass [<mailto:snodgrass@tankindustry.com>]
Sent: Monday, February 01, 2016 1:12 PM
To: Kurt McCord <kmccord@cartersloope.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

Kurt,

Can you send a copy of the specs so we can review the Warranty Inspection requirements?

Penni Snodgrass
Sales and Marketing Manager
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214
Phone: 317.271.3100
Cell: 317.372.4857

FAX: 317.271.3300
Snodgrass@TankIndustry.com
www.TankIndustry.com

Think green: Only print this e-mail and any attachment if necessary.

From: Kurt McCord [<mailto:kmccord@cartersloope.com>]
Sent: Tuesday, January 26, 2016 2:33 PM
To: Penni Snodgrass <snodgrass@tankindustry.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

Penni,

We can certainly wait until later this week. Talk to you then.

Thanks,

Kurt T. McCord, P.E.

Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: (770) 479-8782
Mobile: (404) 309-2852

From: Penni Snodgrass [<mailto:snodgrass@tankindustry.com>]
Sent: Monday, January 25, 2016 3:39 PM
To: Kurt McCord <kmccord@cartersloope.com>
Subject: RE: Blue Ridge, GA - 1.5MG Ground Storage Tank

Thank you, Kurt.

I'll check with our field department to see about their availability, and if they think they can work it into their schedule, I'll forward a proposal to you.

I am at an AWWA Conference through Wednesday, so it may be the end of the week before I get back with you. If you need something sooner, please just give me a call on my cell and we can discuss.

Thanks!

Penni Snodgrass
Sales and Marketing Manager
Tank Industry Consultants
7740 West New York Street
Indianapolis, IN 46214
Phone: 317.271.3100
Cell: 317.372.4857
FAX: 317.271.3300
Snodgrass@TankIndustry.com
www.TankIndustry.com

Think green: Only print this e-mail and any attachment if necessary.

From: Kurt McCord [<mailto:kmccord@cartersloope.com>]
Sent: Monday, January 25, 2016 3:06 PM
To: Penni Snodgrass <snodgrass@tankindustry.com>
Subject: Blue Ridge, GA - 1.5MG Ground Storage Tank

Good afternoon Penni,

As mentioned on my voicemail, the City of Blue Ridge has a new 1.5MG ground storage tank that needs an underwater evaluation. We're approaching the expiration of CROM's warranty and would like to perform an 11 month inspection in February. Given current demands and the absence of back-up reservoirs, the water tank must remain in operation. Here's the design plans and a photograph to help you prepare a proposal. Let me know if you have any questions.

Thanks,

Kurt T. McCord, P.E.

Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: (770) 479-8782
Mobile: (404) 309-2852

Kelsey Ledford

From: Matt Smith <msmith@cartersloope.com>
Sent: Thursday, February 25, 2016 9:11 PM
To: Kelsey Ledford
Subject: Re: Sunset Tank 11 Month Inspection

Kelsey:

I spoke with Angie and Bruce about this on Wednesday, but we are recommending that the City award this work to the low proposal from ATM at \$1,950. Due to the tight timeline for the one year warranty deadline (March 14th) we've asked ATM to go ahead and schedule their inspection for the middle to end of next week with the assumption that the Council will likely award the work to ATM. If the Council agrees, please have the Mayor sign the proposal and email me a copy as soon as possible so I can get it to the contractor. If there are any questions or problems with the award please also let me know that. Thanks.

Matt Smith, PE
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: 770-479-8782
Cell: 478-214-3535

On Feb 16, 2016, at 8:53 AM, Kelsey Ledford <kledford@cityofblueridgega.gov> wrote:

Matt,

The Mayor and Council will discuss the information below at the March 1, 2015 Council Meeting.

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone
(706) 632-3278 Fax
kelsey@cityofblueridgega.gov

From: Matt Smith [<mailto:msmith@cartersloope.com>]
Sent: Thursday, February 11, 2016 5:32 PM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>; Rebecca Harkins <rharkins@cityofblueridgega.gov>
Cc: Donna Whitener <dwhitener@cityofblueridgega.gov>; Donna Whitener <dwhitener@cityofblueridgega.gov>; Rodney Kendall <rkendall@cityofblueridgega.gov>; Rhonda Thomas <rthomas@cityofblueridgega.gov>; Harold Herndon <hherndon@cityofblueridgega.gov>; Bruce Pack <bpack@cityofblueridgega.gov>; Angie Arp <aarp@cityofblueridgega.gov>
Subject: Sunset Tank 11 Month Inspection

Kelsey/Becky:

Please see the attached proposals for the 11-month inspection on the Sunset Drive ground storage tank. We typically recommend an 11-month inspection for all tanks so that you have one last chance to review the construction quality prior to the 1 year warranty expiring. We requested proposals from 3 different companies (American Tank Maintenance, Utility Service Co., Inc., and Tank Industry Consultants). The proposal prices are summarized below. I would like to recommend that this item be added to the next City Council meeting agenda for review of the proposals.

American Tank Maintenance	\$1,950
Utility Service Co., Inc.	\$2,500
Tank Industry Consultants	\$4,950

Matt Smith, PE
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: 770-479-8782
Cell: 478-214-3535

From: csprinter478@gmail.com [mailto:csprinter478@gmail.com]
Sent: Thursday, February 11, 2016 2:50 PM
To: Matt Smith <msmith@cartersloope.com>
Subject: Attached Image

Arrive Safe Resolution

(The 3-SECOND Rule)

City of Blue Ridge, Georgia

Resolution No. _____

Passed _____

Whereas it is the responsibility of this City Council of Blue Ridge, Georgia to improve safety on our roads and promote general welfare in our community;

And whereas the National Highway Traffic Safety Administration has documented that over 30% of all vehicle crashes in the USA are rear-end collisions;

And whereas the National Safety Council recommends that all drivers use the 3-SECOND rule to best determine the minimum safe following distance;
(Note - the 3-SECOND rule: When the driver in front of you passes a stationary object on the road side, begin counting...“Georgia-One, Georgia-Two, Georgia-3”. Then you should pass the same object.)

And whereas our local law enforcement, the Blue Ridge Police Department, endorses this 3-SECOND rule to improve driving safety in our community and contribute to a friendlier highway traveling environment;

Be it resolved that we, the Blue Ridge City Council, in an effort to make our community highways safer and friendlier, adopt the 3-SECOND Rule to best determine the minimum safe following distance and we encourage all drivers to drive accordingly, and to buckle-up and arrive safe.

Be it further resolved that the Blue Ridge City Council authorizes our road department to install appropriate signage along our roads which recommends that all drivers buckle-up and allow 3-SECONDS between vehicles in the hope that all drivers and passengers will arrive safe.

Note - The initial supply of signage will be supplied at no cost to the city by the non-profit group ArriveSafeUSA.org, a “Grass Roots” project inspired by the need to make our neighborhood highways safer and friendlier.

This resolution shall be effective upon passage.

This resolution numbered _____

Passed this _____ day of _____, 20__

Blue Ridge City Council

By: _____

Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Councilperson

Attest:

City Clerk – Kelsey Ledford

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

December 14, 2015

The Honorable Donna Whitener
Mayor, City of Blue Ridge
480 W. First Street
Blue Ridge, GA 30513

Subject: Updated Memorandum of Understanding for Continued Interest
PI #0010677, Fannin County – Streetscape Phase I Addition

Dear Mayor Whitener,

In March of 2012, the Georgia Department of Transportation (Department) and your community executed a Memorandum of Understanding (MOU) regarding preliminary engineering expenses for the referenced Transportation Enhancement (TE) project. Per that MOU, this project should have been ready to bid by November of 2014. As of the date of this letter, not all of the preliminary engineering documents have been received or approved by the Department. Therefore, it is necessary to update the MOU.

The Department requests your community sign an updated MOU and validate a continued interest in completing this project. The updated MOU document is attached to this letter. This MOU contains a provision that the project be ready to bid no later than June 30, 2019. Meeting this date will ensure the project is ready for FY 2020 funding. The Department cannot guarantee funding for projects that are not ready to bid by this date. Please validate a continued interest in the project by returning the executed form in triplicate. We need three (3) identical documents, all with original signatures. Please return the signed MOU to our program manager, Attn: Ms. Jeanne Kerney, P.E., Moreland Altobelli Associates, 2450 Commerce Drive, Suite 100, Duluth, GA 30096.

In September 2014, the Department sent a letter to all Sponsors explaining current program funding and also introducing project readiness scores. In that letter, we explained all TE projects were given a readiness score that ranges from 1 – 15. In September 2014 your projects readiness score was 1; as of July 2015, your score was 3.

It's our experience that a TE project which requires ROW acquisition typically take 18 – 36 months. Sponsors who actively track project progress have the shortest preparation times. We suggest monthly progress meetings with your project designer and quarterly contact with the Department project manager, Ms. Jeanne Kerney, P.E., jkerney@dot.ga.gov, 404-631-1982.