

and during the morning hours of 12:00 midnight until 10:00 a.m. of any day pursuant to the noise ordinance of the City and this ordinance, except as otherwise provided for under subparagraph (2) of this Section or such use or ignition is allowed pursuant to the issuance of a special use permit pursuant to Section 4 of this ordinance.

(2) Notwithstanding subparagraph (a)(1) of this section, the use or ignition of any consumer fireworks or fireworks, within the City is further allowed for additional hours without a special use permit as follows:

(A) The use or ignition of any consumer fireworks or fireworks is allowed on January 1, July 3, July 4, and December 31 of each year after the time of 9:00 p.m. and up to and including the time of 11:59 p.m. without a special use permit; and

(B) The use or ignition of any consumer fireworks or fireworks, within the City is allowed on January 1 of each year for the additional time of 12:00 midnight and up to and including the ending time of 1:00 a.m. without a special use permit.

(b) The right to use or ignite or cause to be ignited, any consumer fireworks or fireworks, as provided herein, is further subject to any regulations and restrictions concerning the use of consumer fireworks due to a declaration of drought by the Georgia Governor, and with the municipal City limits being within the boundaries of the area covered by the drought declaration. The regulations and restrictions of the drought declaration shall not be effective on January 1, July 3, July 4, or December 31 of any year. The drought regulations and restrictions shall also be rescinded upon the expiration or conclusion of the drought declaration. Any person that violates the drought regulations and restrictions by the use or ignition of consumer fireworks or fireworks will also be subject to a violation of this ordinance, and subject to the penalties for violation of this ordinance as provided herein.

(c) It shall unlawful for any person, firm, corporation, association, or partnership to use or ignite or cause to be ignited any consumer fireworks or fireworks, within the City in violation of O.C.G.A. §§ 25-10-2 and 25-10-2.1, and such violation shall be deemed to be a violation of this ordinance, besides being a violation of state law.

Section 4. Prohibition of Consumer Fireworks or Fireworks in City Public Areas or the Use of Fireworks at a Time Not Authorized by the General Law of the State of Georgia Except Pursuant to a Special Use Permit.

(a) It shall be unlawful for any person, firm, corporation, association, or partnership to offer for sale at retail or wholesale, to use or ignite or cause to be ignited, or to possess, manufacture, transport, or store any consumer fireworks or fireworks, on, upon, or above any City property, including but not limited to the public areas of the City including parks, or during the hours of 9:00 p.m. and up to and including the time of 11:59 p.m. on any day, except as provided herein and except as allowed by a special use permit issued by the City.

(b) It shall be unlawful for any person, firm, corporation, association, or partnership to use or ignite or cause to be ignited any consumer fireworks on any day at a time not allowed by the general law of the State of Georgia or this ordinance within the City, or upon any City public property, or both, unless such person, firm, corporation, association, or partnership is issued a special use permit by the City Council for the use or ignition of consumer fireworks in such ways. The applicant for a special use permit shall use the application forms of the City for said permit, and shall designate the time or times and/or location that such person, firm, corporation, association, or partnership desires to use or ignite or cause to be ignited such consumer fireworks or fireworks. The City Council shall consider the application, and considering reasonable factors such as the time requested, the proposed location of the fireworks display, prior experience concerning the applicant's use of fireworks, the potential for fires or

wildfires, and other reasonable factors, and in its discretion based upon these factors grant or deny the issuance of a special use permit. If the special use permit is granted by the City Council, then the applicant shall pay a special use permit fee of \$100.00 to the City. If the application is denied, then the applicant shall have a right of appeal to the superior court of the applicable county pursuant to the procedures for the grant of a writ of certiorari by said court. The City of Blue Ridge, the City Council, and the agents of the City shall have no liability as to any decision made pursuant to this section.

Section 5. Occupational Tax for a Licensed Distributor Operating a Permanent Consumer Fireworks Retail Sales Facility or Store in the City.

A licensed distributor operating a permanent consumer fireworks retail sales facility or store shall be entitled to receive a City occupational tax license for said facility or store upon making application for said license from the City pursuant to the City's procedure, and providing a copy of the license issued to the distributor and as to said permanent facility or store by the Georgia Safety Fire Commissioner or the judge of the probate court of the applicable county and as provided by general law. The occupational tax license fee for said licensed distributor shall be assessed for said licensed distributor upon the same basis as other businesses, professions, or occupations under the City's occupational tax ordinance. Any termination, revocation, or suspension of the license issued by the Georgia Safety Fire Commissioner shall act to automatically in similar fashion terminate, revoke, or suspend the City occupational tax license issued to said licensed distributor. If the licensed distributor selling consumer fireworks from a permanent consumer fireworks retail sales facility or store is a part of a store having multiple store locations as provided within O.C.G.A. § 25-10-51, then any City occupational tax license issued for said store location shall be sufficient to authorize the sale or the offer for sale at retail

or wholesale any consumer fireworks or fireworks without having said store acquiring an additional occupational tax license from the City as to the sale of consumer fireworks or fireworks.

Section 6. License for a Temporary Consumer Fireworks Retail Sales Stand.

The City of Blue Ridge is hereby authorized to issue a temporary license (and which shall also serve as a temporary occupational tax license) for a temporary consumer fireworks retail sales stand or stands, provided that the City fire department, or the fire department that is legally authorized to operate within the City, determines that the temporary consumer fireworks retail sales stand meets the requirements of the general law of the State of Georgia, including but not limited to O.C.G.A. § 25-10-5.1(c)(1) and O.C.G.A. § 25-10.5.1(a)(1). In accordance with O.C.G.A. § 25-10-5.1(c)(2), a temporary license shall also be granted in the event that the judge of the probate court of the applicable county determines that such a temporary license should be issued due to an appeal of the decision by the applicable fire department. The application for the temporary consumer fireworks retail sales stand shall be submitted to the applicable fire department, and with a copy provided to the administrative office of the City. Any temporary license issued shall identify the temporary consumer fireworks retail sales stand applicable to such license, and the temporary license shall expire on the next January 31 after the issuance of such license. The license fee for a distributor selling consumer fireworks from a temporary consumer fireworks retail sales stand shall be \$500.00 per location, payable to the governing authority of the City. The distributor shall provide a copy of the list of distributor's temporary consumer retail sales stands submitted to the safety fire commissioner to the applicable fire department and the administrative office of the City as a part of the temporary license application. All temporary licenses for a temporary consumer fireworks retail sales stand shall

only be issued to licensed distributors where the sales of consumer fireworks from at least one (out of two permitted) such temporary consumer fireworks retail sales stands shall accrue to the benefit of a nonprofit group as agreed between the licensed distributor and the participating nonprofit group. A nonprofit group benefitting from the sale of consumer fireworks pursuant to this provision shall directly participate in operating the temporary consumer fireworks retail sales stand. The regulations of this ordinance applicable to the sale of consumer fireworks from temporary consumer fireworks retail sales stands shall only be applicable until January 31, 2018.

Section 7. Enforcement.

(a) The City fire department, or any applicable fire department that operates within the City, is authorized to refer cases for enforcement as to violations of O.C.G.A. § 25-10-5.1(c) to the State Fire Marshall.

(b) All fireworks or consumer fireworks manufactured, offered for sale, exposed for sale, stored, used, ignited or caused to be ignited in violation of this ordinance or state law, or both, are declared to be contraband (including fireworks in the possession of the violator but not yet used, ignited or caused to be ignited) and may be seized, taken, and removed, or caused to be removed and destroyed or disposed of, by a sale with the proceeds of the sale to be used for public safety purposes, or destroyed at the expense of the owner thereof, or both, by any authorized law enforcement officer operating within the City of Blue Ridge. Any property declared as contraband pursuant to this ordinance shall be forfeited in accordance with the procedures set forth in Chapter 16 of Title 9 of the Official Code of Georgia Annotated (O.C.G.A.).

(c) Any law enforcement officer of the City, or any law enforcement officer authorized to provide law enforcement services within the City, shall be entitled to enforce the

provisions of this ordinance or state law, or both, relating to the use or igniting or causing to be ignited fireworks or consumer fireworks, or both.

Section 8. Certain Devices Unlawful that Require a Flame for Propulsion or Lighting.

It shall be unlawful for any person, firm, corporation, association, or partnership to release or cause to be released any balloon, bag, parachute, or other similar device which requires fire underneath for propulsion or to release or cause to be released any floating water lantern or wish lantern which uses a flame to create a lighting effect in any public waters within the City of Blue Ridge.

Section 9. Penalties.

Any person, firm, corporation, association, or partnership that knowingly violates the provisions of this ordinance may be punished by a fine, or imprisonment, or both, up to the maximum penalties allowed under the City Charter for the City of Blue Ridge, or pursuant to state law. Each act in violation of this ordinance, including but not limited each sales transaction, shall be deemed to be a separate offense, and subject to the maximum penalties as provided herein.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 3. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

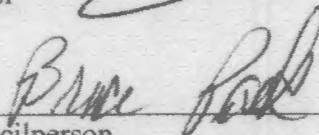
SECTION 4. EFFECTIVE DATE.

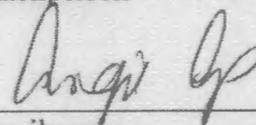
The effective date of this ordinance shall be upon its passage by the City Council

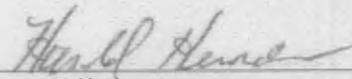
SO ORDAINED, this 2 day of August, 2016.

BLUE RIDGE CITY COUNCIL

By: 
Mayor


Councilperson


Councilperson


Councilperson

Councilperson



Councilperson

Attest:

Kay Ledger

City Clerk

**MEMORANDUM TO LAW ENFORCEMENT OFFICERS
AS TO FIREWORKS REGULATIONS**

The purpose of this memorandum is to provide a bullet point summary as to when the law enforcement officers who can operate within the City can cite a person for a violation regarding the use, possession, or the igniting of fireworks under the new 2016 state legislation and the new ordinance of the municipality regulating fireworks to the extent allowed by general state law.

The law enforcement officers can issue a citation regarding the following:

(1) For the sale of fireworks to any person under 18 years of age. [O.C.G.A. § 25-10-2(b)(1) or under the ordinance of the municipality].

(2) For the sale of fireworks to any person by any means other than as an in-person, face-to-face sale. [O.C.G.A. § 25-10-2(b)(2)].

(3) For using fireworks indoors or within the right-of-way of a public road, street, highway or railroad. [O.C.G.A. § 25-10-2(b)(3)(A) or under the ordinance of the municipality].

(4) For the use or the ignition of fireworks on any day between the hours of 12:00 midnight and 10:00 a.m., and from 9:00 p.m. until 11:59 p.m., except on January 1, July 3, July 4, and December 31, and then fireworks can be used until 11:59 p.m. and on January 1 of each year also during the time of 12:00 midnight and up to including the ending time of 1:00 a.m. [O.C.G.A. § 25-10-2(b)(3)(B)].

a. If the person has a special use permit issued by the municipality to allow the use of fireworks at a time or place not generally allowed by state law, then the person can use fireworks in accordance with the special use permit and cannot be cited. [O.C.G.A. § 25-10-2(b)(3)(D) or under the ordinance of the municipality].

(5) For a person using or igniting fireworks at a location not allowed, and which includes the following:

a. Any private premises where the owner of the premises has not consented to the use of fireworks;

b. Upon any property of the municipality, including but not limited to the parks of the municipality (except as allowed by a special use permit);

c. Within 100 yards of an electric plant, water treatment plant, wastewater treatment plant, a facility engaged in the retail sale of gasoline or other flammable or combustible liquids, any public or private electric substation, or a jail or prison. [O.C.G.A. § 25-10-2(b)(3)(C) or under the ordinance of the municipality].

d. Within any part, historic site, recreational area, or other property which is owned or operated by the State of Georgia or one of its departments or agencies, except as allowed by said department of agency. [O.C.G.A. § 25-10-2(b)(3)(C)].

e. With 100 yards of a hospital, nursing home, or other health care facility unless said facilities grant written permission or use or ignite fireworks on the property of such facility. [O.C.G.A. § 25-10-2(b)(3)(C) or under the ordinance of the municipality].

(6) Any person may be cited for using or igniting fireworks while under the influence of alcohol or any drug or any combination of alcohol and any drug to be extent that it is less safe or unlawful for such person to ignite the fireworks. [O.C.G.A. § 25-10-2(b)(3)(C) and/or O.C.G.A. § 25-10-2.1 or under the ordinance of the municipality].

(7) For any person younger than 18 years of age that is using or igniting fireworks, or who possesses, is manufacturing, transporting, or storing fireworks. [O.C.G.A. § 25-10-2(b)(4)(A) or under the ordinance of the municipality].

a. If the minor is 16 or 17 years of age and is serving as an assistant to a licensed distributor, then the minor cannot be cited for a violation so long as the minor is not transporting fireworks on a highway that is a part of the United States Interstate System. [O.C.G.A. § 25-10-2(b)(4)(B) or under the ordinance of the municipality].

(8) For a person under 18 years of age selling or offering to sell at retail or wholesale any fireworks. [O.C.G.A. § 25-10-2(b)(5)(A) or under the ordinance of the municipality].

a. An exception is if a person is 16 or 17 and working as an assistant to a licensed distributor. [O.C.G.A. § 25-10-2(b)(5)(B)].

(9) As to any person selling consumer fireworks that is not a licensed distributor selling fireworks from a permanent consumer fireworks retail sales facility or from a temporary consumer fireworks retail sales stand. [O.C.G.A. § 25-10-2(b)(6)(A) and (B)].

a. As to a temporary consumer fireworks retail sales stand, as to a second such stand of a distributor, the distributor must indicate that at least one of the stands has members of a non-profit group participating the operation of said stand, or be cited. [O.C.G.A. § 25-10-2(b)(6)(B) and O.C.G.A. § 25-10-5.1(c)(1) or under the ordinance of the municipality]. Also note that as a permanent stand or a temporary stand, or both, fireworks cannot be sold from a tent, canopy or membrane structure.

b. Note that as to both the permanent consumer fireworks retail sales facility or store and as to a temporary consumer fireworks retail sales stand, the licensed distributor should have a state license, and for the temporary stand also a local license, to allow the sale of fireworks and which should be able to be provided to the investigating officer.

(10) All fireworks manufactured, offered for sale, exposed for sale, or stored in violation of state law or ordinance are contraband and may be seized, taken, and removed, or

caused to be removed and destroyed at the expense of the owner by local law enforcement officers. Of course, the disposition of the contraband would have to wait until a determination of a court of appropriate jurisdiction that the fireworks are in fact contraband. [O.C.G.A. § 25-10-6 or under the ordinance of the municipality]. Any property declared as contraband can only be forfeited in accordance with the procedures set forth in Chapter 16 of Title 9 of the Official Code of Georgian Annotated. [O.C.G.A. § 25-10-6 or under the ordinance of the municipality].

(11) A person may be cited for the release of any balloon, bag, parachute, or other similar device which requires fire underneath for propulsion or to release or cause to be released any floating water lantern or wish lantern which uses a flame to create a lighting effect in any public waters located within the municipality. [O.C.G.A. § 25-10-10 or under the ordinance of the municipality].

The 2016 state legislation has clarified the legal use of fireworks. Therefore, I think that the most common situations that law enforcement officers will run into and should consider citing for fireworks would be the following:

a. Minors (persons under the age of 18) using, selling, transporting, or possessing fireworks will probably be a common citation;

b. The use or ignition of fireworks after 9:00 p.m. until 11:59 p.m. on most days is also a valid citation, unless the person using or igniting the fireworks has a special use permit from the municipality. On July 3, July 4 and December 31, fireworks can also be used until 11:59 p.m., and on January 1 besides these additional hours, fireworks can also be used in addition from 12:00 midnight until 1:00 a.m.;

c. A person can be cited for the use of fireworks on someone's private property where they do not have permission to do so, and may be cited for the use of fireworks on public property, including the public streets and the public parks of the municipality. Any use of fireworks upon the public property of the municipality violates the ordinance of the municipality unless the person has a special use permit issued by the municipality that allows the person to use fireworks on public property.

If you have further questions, I will be glad to provide advice as to the 2016 state legislation and the new ordinance of the municipality.

FIRST READING July 12, 2014

PASSED August 2, 2014

AN ORDINANCE NO. 2014-08-02(c)

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 NUMBERS BR02 261, BR02 204, BR02 270A AND BR02 205A OWNED BY THE LOUISE L. STILES ESTATE, BY AND THROUGH ITS EXECUTOR, ROGER H. STILES AND BEING APPROXIMATELY 14.27 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT AND LEGAL DESCRIPTION WHICH ARE ATTACHED HERETO AND, WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM A GENERAL COMERCIAL (C-2) DISTRICT TO HIGH DENSITY RESIDENTIAL (R-3) 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 High Density Residential (R-3) District, being designed as tax parcels BR02 261, BR02 204, BR02 270A and BR02 205A and currently owned by the Louise L. Stiles Estate, by and through its executor, Roger H. Stiles, and being approximately 14.27 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 General Commercial (C-2) District to a High Density Residential (R-3) District, is as follows:

All that tract or parcel of land being approximately 14.27 acres, and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by the Louise L. Stiles Estate, by and through its executor, Roger H. Stiles, and more particularly described on the legal description and plat which are 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 2 day of August, 2016.

BLUE RIDGE CITY COUNCIL

By: [Signature]
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

Councilperson

Councilperson

Attest:

[Signature]
Kelsey Ledford, City Clerk

City of Blue Ridge

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City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
August 9, 2016 at 6:00 p.m.

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

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:

Lydia Long with Awake America offered a word of prayer followed by the Pledge of Allegiance. Ms. Long then invited all in attendance to the annual 9-11 memorial to take place at 11:45 a.m. on September 10, 2016 at the Fannin County High School Performing Arts Center.

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 July 12, 2016 at 4:30 p.m. Special Called Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

b) Council Member Angie Arp made a motion to approve the July 12, 2016 at 6:00 p.m. Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The council voted 5-0. Motion carried.

5) Presentation of Annual Financial Statements by Auditor-Tacie Jo Bracken:

The City Auditor Tacie Jo Bracken reviewed the Financial Statements with the Mayor and Council then explained the Report on Internal Control and Compliance.

6) FY2016 Second Quarter Budget Amendment-Alicia Stewart:

Finance Director Alicia Stewart explained the reason for needing a budget amendment. She explained that the purchase of the tag reader required a budget amendment, that legal expenses for the zoning department increased which required a budget amendment and that

City of Blue Ridge

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the shop department was separated for the general fund which required a budget amendment. Council Member Rhonda Thomas made a motion to approve the FY2016 Second Quarter Budget Amendment (attached). The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

7) Fannin County and Joint Cities Comprehensive Plan:

Mayor Whitener instructed the Council to make a wish list for the Comprehensive Plan. She announced that she had a meeting scheduled at the Courthouse on August 19, 2016 at 1:00 p.m. and asked the Council to attend.

8) Planning Commission Recommendation-Zoning Text Amendment:

Mayor Whitener read the Planning Commission's Recommendation in regards to Ada Street, LLC's request to rezone a tract of property located on Ada Street from R-2 to C-2 (attached). Attorney David Syfan explained the status of Ada Street, LLC's first request to rezone said property. He then asked for additional time. 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. Attorney David Syfan gave a description of the property and explained the difficulty of the Council deciding what the best use for the property is. He then gave the Council some recommendations and explained each. Attorney Syfan asked the Council to consider the Zoning Ordinance text amendment that he prepared (attached). Steve Oyer, a representative of Ada Street, LLC requested a copy of the text amendment. Attorney Syfan gave Mr. Oyer a copy of the text amendment and then proceeded to review the text amendment with the Council. After Attorney Syfan finished reviewing the text amendment he asked if there were any questions. Mayor Whitener asked if there was a piece of property that could meet the requirements discussed. He replied that he knew of a least one property which is located on Ada Street. Mayor Whitener stated that it was not really her question and asked if he knew of another city that has done this type of requirements. He replied that he was not familiar with every zoning ordinance in the state of Georgia. After a brief discussion, Mayor Whitener asked if there was a motion. Council Member Rhonda Thomas made a motion to approve the original request to rezone the property to C-2. Mayor Whitener asked for a second. Motion dies for a lack of a second. Steve Oyer and Brenda Battaglia, both representatives of Ada Street, LLC made comments from the audience. Mr. Oyer stated that the request to rezone the property to C-2 was made under a constitutional challenge, it has now been turned down so that constitutional challenge goes into effect and it will go to court. Ms. Battaglia stated that she wanted it to be on record that the Planning Commission recommended their request to rezone the property to C-2 the first time and now they have denied the request to rezone. Mayor Whitener explained that it is on record in the minutes. Attorney David Syfan then stated that his recommendation is for three motions, 1) rezone the Ada Street, LLC property from R-2 to C-1, 2) approve the recommended text amendment to go to the Planning Commission and for the normal zoning procedure to be followed, and 3) to set the maximum number of units that is reasonable. Council Members Angie Arp and Rhonda Thomas discussed the Planning Commission's

City of Blue Ridge

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recommendations. Mayor Whitener interrupted and asked for a motion. Council Member Rodney Kendall made a motion to rezone the property to C-1. The motion was seconded by Council Member Angie Arp. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Council Member Angie Arp made a motion to send the proposed text amendment to the C-1 zoning district be sent to the Planning Commission to go through the normal zoning procedures and for the maximum number of units per acre be set to 10. Zoning Administrator Roy Parsons clarified that he did not believe that the Planning Commission had recommended that the property be rezoned to C-1 but that the Council could very well do so. The Commission did recommend that the Council consider a text amendment. The motion for the proposed text amendment was then seconded by Council Member Rodney Kendall. The Council voted 3-2 with Council Members Rhonda Thomas and Harold Herndon opposed. Motion carried. There was a brief discussion. Council Member Harold Herndon asked a few questions and the Council discussed them. Council Member Angie Arp then restated her previous motion. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

9) Renewal of LifeForce/AirMedCare Contract for Membership:

Council Member Rhonda Thomas made a motion to approve the renewal contract with LifeForce/AirMedCare including the special stipulations. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

10) Fannin County Chamber of Commerce Map/Advertisement for the City of Blue Ridge:

Council Member Rodney Kendall made a motion to approve the City's participation in the Chamber's map. The motion included approving the \$900.00 invoice from Total Marketing and for the funds to come from the Hotel Motel Restricted Tax Fund. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The \$900.00 will be sent to the Chamber for disbursement. (Agreement is attached).

11) Soil Erosion and Sedimentation Control Ordinance Amendment (First Reading):

Mayor Whitener read the first paragraph of the Soil Erosion and Sedimentation Control Ordinance Amendment. Council Member Rodney Kendall made a motion to approve the first reading of the Soil Erosion and Sedimentation Control Ordinance Amendment. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

12) TE Project Streetscape Phase IV, Keck & Wood, Inc. Proposal for Professional Engineering Services:

Council Member Rhonda Thomas made a motion to approve the proposed professional engineering contract along with the special stipulations from Keck & Wood, Inc. (attached), upon final approval of the City Attorney. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

City of Blue Ridge

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13) School Resource Officer Program Intergovernmental Agreement:

Mayor Whitener asked a few members of the audience to speak. Shannon Miller, principal of Blue Ridge Elementary School (BRES), spoke about safety at the school and how the resource officer program contributes a great deal to the children's safety at BRES, including custody issues, parent pick up/drop off, bus drop off, etc. She continued to explain the positive influence a resource officer brings to society as the children become familiar with police officers on a daily basis. 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. Resource Officer, Tracy Summers spoke about how is hopes to positively influence the children at Blue Ridge Elementary school by being a friendly face around campus.

14) Hotel/Motel Tax-Restricted:

Council Member Angie Arp made a motion to approve giving the Chamber all of the Restricted Hotel/Motel Tax funds and to allow them to disburse the funds at their discretion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. City Attorney David Syfan mentioned that the City will need to approve a contract with the Chamber.

15) Water Licensing:

Council Member Rodney Kendall explained that two employees just obtained their water distribution licenses and further explained the studying that goes into trying to pass the state test for this type of license. Council Member Rodney Kendall made a motion to give the two employees, Chad Clemmons and William Long, who obtained their water distribution licenses a \$1.00/hour raise. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

16) Ballfield:

Mayor Whitener explained some needed work that has been done at the park for the High School's softball field. The principal, Erik Cioffi and assistant principal, Scott Ramsey were present to explain the work that has been completed and ask for reimbursement. 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. Mr. Cioffi and Mr. Ramsey explained that the High School had already completed and paid for netting and fencing at the ballfield in the amount of \$8,048.00. They explained that additional fencing would need to be completed in the amount of \$6,200.00. There was additional discussion about operations at the park. For example, who would run the concession stand during the High School's games, the locking of the field and security of the field. Council Member Rodney Kendall made a motion to reimburse the school in the amount of \$3,798.00 for fencing. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to reimburse the school or pay the invoice to Appalachian Fence LLC in the amount of \$6,200.00. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Angie Arp made a motion to

City of Blue Ridge

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reimburse the school in the amount of \$3,800.00 and \$450.00 for netting at the ballfield. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Invoices are attached. Council Member Rodney Kendall made a motion to allow the Board of Education to find someone to run the concession stand in conjunction with Mayor Whitener. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

17) Mayor Reports:

Mayor Whitener announced a Water Authority meeting to occur on August 19, 2016. She stated that the Water Treatment Plant was coming along and asked the Council to visit the construction site. She stated that EPA and EPD is wanting the City to monitor the temperature of the streams near the Waste Water Treatment Plant and asked permission to contact representatives and ask that the City not have to take on the expense. The Council gave her permission to contact EPA and EPD.

18) Georgia Environmental Protection Division Invoice No. DW-2016-003293:

Council Member Rodney Kendall made a motion to approve Invoice No. DW-2016-003293 from the Georgia Environmental Protection Division (EPD) in the amount of \$7,470.00 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

19) Dwight Oliver Electrical Contractor, Inc. Invoice No. 3939:

Council Member Rodney Kendall made a motion to approve the Dwight Oliver Electrical Contractor, Inc. Invoice No. 3939 in the amount of \$4,263.80 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

20) Leak Detection and MatchPoint Quotes No. 89 Approval:

The Council was presented a copy of MatchPoint's Quote No. 89 for leak detection services in the amount of \$7,000.00 (attached). Mayor Whitener discussed the need for leak detection. Council Member Rodney Kendall made a motion to approve MatchPoint's Quote No. 89 in the amount of \$7,000.00. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

21) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez was present representing the Blue Ridge Business Association. He questioned about whether or not the City had a proposed schedule for the East Main Street Project. The Mayor and Council explained that the schedule was still being worked on by the engineer. Mr. Martinez then handed the Mayor and Council a construction newsletter from Minnesota where he owns property (attached). He explained that the engineer and contractor distribute these newsletters monthly and asked if the City could implement doing something similar with the East Main Street Project. The allotted five minute time limit expired. Council Member Rodney

City of Blue Ridge

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Kendall made a motion to allow additional time. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Mayor Whitener then asked Mr. Martinez if the Business Association could help with the trash issue that the City has been experiencing downtown.

22) Joe Webb—Blue Ridge Community Theater Sign Request and SPLOST:

Joe Webb was not present.

23) Bill Ryan—Storm Water:

Bill Ryan questioned if there was a change of engineers assigned to the storm water improvements and asked for an update on the storm water improvements. Council Member Angie Arp explained that Carter & Sloope were the engineers assigned to the improvements and that the City is just determining funding.

24) Daniel Rice—Eagle Scout Project (Near the Mineral Springs Trail)*2 Minutes*:

Daniel Rice explained to the Mayor and Council that as part of his Eagle Scout Project he would like to connect the City's Mineral Springs Trail to the Mineral Springs Center. The allotted two minutes expired. Council Member Rodney Kendall made a motion to approve Mr. Rice's request under the stipulation that he would work under the supervision of Zoning Administrator Roy Parsons. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

25) Lydia Long—9/11 Prayer and Memorial Service*2 Minutes*:

Lydia Long spoke earlier in the meeting.

26) Executive Session—Personnel:

Council Member Rodney Kendall made a motion to close the meeting for an executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

Brian Pritchard with FetchYourNews stood up and asked the Council about the zoning motions that were made previously in the meeting. Council Member Rodney Kendall answered. Citizens of Broadview Cove asked to speak. Mayor Whitener stated that they did not sign up prior to the meeting. Therefore, it was decided that they would come back at the next regularly scheduled Council Meeting to speak.

Council Member Rodney Kendall made a motion to open the meeting from executive session. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to change employee Jared Wood's employment status from part time to full time and to allow his probation to count as time

City of Blue Ridge

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served. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to have Chief Johnny Scearce bring his part time pool positions before the Council for employment approval. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

27) 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 at 8:33 p.m.



Mayor Pro Tempore Rodney Kendall



City Clerk Kelsey Ledford



Approved



Blue Ridge, Georgia

Live. Work. Play.

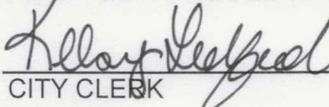
BUDGET AMENDMENT #1 FOR THE SIX MONTHS ENDING JUNE 30, 2016

<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>		<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
GENERAL FUND				
100-39-0000-3500	REVENUE PROCEEDS FROM CAPITAL LEA	-	(21,620)	(21,620)
100-54-3200-1001	POLICE CAPITAL OUTLAY- EQUIP	-	21,620	21,620
GMA capital lease for police tag scanner.			-	
100-52-7400-1201	ZONING LEGAL	500	10,000	10,500
100-57-1100-9000	OTHER FIN CONTINGENCIES	22,000	(10,000)	12,000
Zoning legal expense for zoning issues, CBD zoning district, sign & sidewalk ordinances and residential occupancy issues.			-	
100-33-0000-6000	REVENUE LOCAL GOVT GRANTS	-	(5,000)	(5,000)
100-51-4200-1100	STREET SALARIES & WAGES, BENEFITS	221,725	(53,000)	168,725
100-53-4200-2202	STREET MAINTENANCE EQUIPMENT	18,000	(5,000)	13,000
100-51-4900-1700	SHOP INDIRECT COST ALLOC- WTR/S'	-	(60,000)	(60,000)
100-51-4900-1100	SHOP SALARIES & WAGES, BENEFITS	-	53,000	53,000
100-52-4900-2110	SHOP GARBAGE PICKUP	-	3,500	3,500
100-52-4900-3201	SHOP TELEPHONE & INTERNET	-	1,500	1,500
100-52-4900-3900	SHOP CONTRACT SERVICES	-	10,000	10,000
100-53-4900-1101	SHOP MATERIALS & SUPPLIES	-	20,000	20,000
100-53-4900-1600	SHOP SMALL EQUIPMENT	-	12,000	12,000
100-53-4900-1210	SHOP WATER & SEWER	-	3,500	3,500
100-53-4900-1230	SHOP ELECTRICITY	-	6,000	6,000
100-53-4900-2201	SHOP MAINTENANCE BLDG & GROUNI	-	1,500	1,500
100-53-4900-2202	SHOP MAINTENANCE EQUIPMENT	-	6,000	6,000
100-53-4900-2203	SHOP MAINTENANCE VEHICLES	-	6,000	6,000

To separate shop department for information and allocation.

*Wage and benefit accounts grouped for simplification.

ADOPTED AT REGULAR COUNCIL MEETING


CITY CLERK

August 9, 2016
DATE



City of Blue Ridge

480 West First Street

• Blue Ridge, Georgia 30513

• (706) 632 - 2094

To: Blue Ridge Mayor and Councilmembers

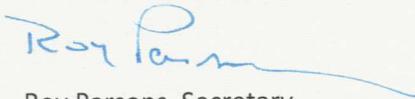
The Blue Ridge Planning Commission met on July 19, 2016. As a result of the hearing, the following recommendations are submitted for your consideration.

Ada Street, LLC made a request to rezone a certain tract of property located on Ada Street from R-2 to C-2. The subject property is bordered on the northern line by Davis Street, the western line by River Street, and the eastern line by Ada Street. The southern boundary of the subject property is owned by Ada Street, LLC and is presently zoned C-2.

The Planning Commission made the following recommendations.

1. That, as a result of a failure to get a second to a motion to approve the request to rezone the subject property from R-2 to C-2, that the request be denied.
2. That the Mayor and Council consider changing the text of the Blue Ridge Zoning Ordinance so as to allow, as a conditional use, a hotel/motel/extended stay type of facility in the C-1(Limited Commercial) districts.

Respectively Submitted,



Roy Parsons, Secretary

Blue Ridge Planning Commission

PUBLISHED _____

ZONING HEARING _____

FIRST READING _____

PASSED _____

AN ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE THAT A HOTEL OR MOTEL MAY BE A CONDITIONAL USE WITHIN THE LIMITED COMMERCIAL DISTRICT (C-1) IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE ZONING ORDINANCE; TO PROVIDE ADDITIONAL REQUIREMENTS AS TO THE CONDITIONAL USE OF A HOTEL OR MOTEL WITHIN THE LIMITED COMMERCIAL ZONING DISTRICT (C-1); AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia is authorized by O.C.G.A. § 36-66-1, et seq. and the City Charter, to exercise its police power to enact zoning ordinances and regulations as to land use as to property within the City of Blue Ridge, Georgia; and

WHEREAS, the City Council of the City of Blue Ridge, Georgia desires to amend the text of the Zoning Ordinance of the City of Blue Ridge, Georgia, to provide that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1), and subject to certain additional regulations;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blue Ridge, Georgia, and it is hereby ordained by the above-referenced authority, as follows:

SECTION 1. AMENDMENT OF THE ZONING ORDINANCE.

This ordinance shall amend the Zoning Ordinance of the City of Blue Ridge, Georgia, to provide that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1), and subject to certain additional regulations, and with those provisions to read as follows:

(1) Table of Permissible and Conditional Uses.

The Table of Permissible and Conditional Uses, being Section 13.1 of the Zoning Ordinance is hereby amended by providing that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1) and subject to certain additional requirements.

Therefore, the Table of Permissible and Conditional Uses will appear as including the following additions.

COMMERCIAL ZONES				PERMITTED USES	ADDIT. REQ'MT.	RESIDENTIAL ZONE			
C-1	C-2	CBD	M-1			See Sections	R-A	R-1	R-2
C	X	X		Hotel	13.2-28				
C	X	X		Motel	13.2-28				

(2) Additional requirements for a hotel or motel within a limited commercial zoning district (C-1).

The zoning ordinance is hereby further amended to add a new Section 13.2-28 regarding a hotel or motel being a conditional use within the limited commercial zoning district (C-1), and to read as follows:

Section 13.2-28 Hotel or motel as a conditional use within the limited commercial zoning district (C-1) is also subject to the following requirements:

- (a) In a C-1 district, new construction of a hotel or motel use shall be limited to two (2) stories in height.
- (b) Compliance with the same licensing, inspection and taxation requirements as all other hotels or motels.
- (c) A complete site plan shall be required to consider any rezoning and conditional use concerning a hotel or motel or to apply for a building permit as applicable.
- (d) The grant of a conditional use permit for a hotel or motel within the limited commercial zoning district (C-1) is only permitted if a conditional use permit is granted by the Mayor and Council after review under the Zoning Procedures and Standards Ordinance of the City of Blue Ridge, Georgia, including consideration of the zoning standards provided by Sections 8.0, 8.1, 8.2, and 8.3 of the zoning procedures and standards ordinance.
- (e) The maximum number of hotel or motel units (rooms) shall be _____ () units (rooms) per acre, and also conditioned upon being served by public water and sewer. In the event that the site is not served by public water and sewer, no hotel or motel as a conditional use shall be allowed, unless the property can meet the minimum requirements of the Fannin County Health Department for the installation of individual sewage disposal systems or alternate systems complying with the rules of the Georgia Department of Natural Resources, Environmental Protection Division. In the event that the site is less than one acre in size, then the site shall be allowed to have a maximum number of units which shall be determined by a pro rata determination based upon the site's size as being a portion of an acre. For example, if the site is one-half acre, then the maximum number of units would be _____ units ()

(rooms). Lot sizes which result in fractional units shall be rounded down to the nearest whole unit.

(f) The maximum rental stay by the same customer shall be twenty-one (21) consecutive days.

(g) The facility shall meet the definition of a “hotel” or “motel” as provided by Article 2 of the zoning ordinance, except the facility does not have to meet the eighty (80%) percent of the rooms occupied by a different registered guest every five (5) days.

(h) The facility shall have on premise parking with a minimum of one (1) off-street parking space for every rental room (unit) and a minimum of one (1) off-street parking space for every two (2) employees.

(i) The facility shall meet at a minimum the screening and buffer requirements as provided by Article 14 of the zoning ordinance. The City Council, in considering the zoning standards and requirements of Sections 8.0, 8.1, 8.2, and 8.3 of the Zoning Procedures and Standards Ordinance of the City of Blue Ridge, Georgia, may impose greater buffering and screening requirements to mitigate any possible depreciating effects and damages to the neighboring properties.

(j) In order for a subject property to be considered for a conditional use hotel or motel within the limited commercial zoning district (C-1), the adjoining lots of record as a minimum on two (2) sides of the subject property (which will also include those commercial zoned properties which would adjoin the subject property but for the width of a city street), must have commercial zoning designations. The railroad right of way of an intrastate or interstate carrier for the purposes of this requirement of adjoining property being commercially zoned shall not be considered commercially zoned property due to lacking sufficient area to be a buildable lot.

(k) Due to the maximum density of the rental units (rooms) under a conditional use hotel or motel being a greater density than what is allowed within a high density residential zoning district (R-3), the units (rooms) shall not be converted to condominiums, townhouses, or such other multiple residence uses, without a reduction in the density of the units down to the maximum number of dwelling units allowed within any residential district which adjoins the subject property (which will also include those residential zoned properties which would adjoin the subject property but for the width of a city street). If more than one residential district adjoins the subject property, then the district which adjoins the subject property having the highest density shall set the maximum number of residence units for the subject property. If no residential district adjoins the subject property, then to allow the units to be used as a residence, there shall be a reduction in the number of units down to the maximum density allowed by the high density residential district (R-3) which shall not exceed ten (10) units per acre. All residential dwellings within the C-1 district shall meet the requirements of the appearance standards according to Section 3.13.

(l) To the extent reasonably possible given the size and characteristics of the subject property for the hotel or motel, refuse (garbage containment) areas, parking, electrical generator or loading service areas or any combination thereof, on the subject property shall be located away from residential districts and/or screened, or both, to protect other properties in the vicinity from noise, light, glare or odors, or any combination thereof.

(m) If one or more adjoining lots of record having a commercial zoning designation to the subject property are owned by the same owner of the subject property, and are proposed to be jointly developed as one hotel or motel, then the common plan for development cannot exceed the maximum density of _____ () units per acre, regardless of the zoning of the other adjoining lots. If the property owner proposes to develop the adjoining lots separately from the C-1 subject property, then the use of the adjoining lots cannot encroach upon the C-1 subject property as an accessory use or otherwise. If a separate hotel or motel is developed upon adjoining commercial zoned property, as well as a hotel or motel upon the subject C-1 property, then each separate facility shall have daily maid service, separate parking, a separate twenty-four (24) hour desk/counter clerk service and a separate telephone switchboard service to receive incoming/outgoing messages, and be operated as separate facilities.

(n) To the extent reasonably possible, the facility should be designed so that its architectural characteristics are consistent with those of the area and of adjacent properties.

(o) The requirements of Section 13.2-28 shall be the minimum requirements for a hotel or motel in a limited commercial zoning district (C-1), and the City Council, in its legislative discretion, may impose further zoning conditions to mitigate any adverse impact of the hotel or motel to adjoining properties and the adjoining neighborhood and considering the standards provided by Sections 8.0, 8.1, 8.2 and 8.3 of the zoning procedures and standards ordinance.

SECTION 2. **REPEAL OF CONFLICTING ORDINANCES TO THE
EXTENT OF THE CONFLICT.**

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 3. **SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent

of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 4. **EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council

SO ORDAINED, this _____ day of _____, 2016.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Councilperson

Attest:

City Clerk Kelsey Ledford



365 Degree Total Marketing & Great Southern Publishers, Inc.
 153 Follins Lane, St. Simons Island, Georgia 31522
 912-638-0780 Phone / 912-638-1883 Fax
 www.365degreetotalmarketing.com

Account Name	City of Blue Ridge	Quote Number	00003232
Contact Name	Kelsey Addington Ledford	Created Date	8/10/2016
Email	kledford@cityofblueridgega.gov	Class	2017 Fannin Chamber Map
Phone	(706) 632-2091	Project Type	Official Chamber Map
Fax	706-632-3278		

Address Information

Bill To Name	City of Blue Ridge	Ship To Name	City of Blue Ridge
Bill To	480 West First Street Blue Ridge, GA 30513	Ship To	480 West First Street Blue Ridge, GA 30513

Product	Product Code	Line Item Description	Quantity	Total Price
1/2 C V	1/2 Page 4-Color - Vertical	3.5" x 4"	1.00	\$900.00
Interactive Map Locator	Interactive Map Locator - Locate and feature client's ad on the current Interactive Map Project	Ad + Link + Locator	1.00	\$0.00
Grand Total				\$900.00

Description

Position City Side- See Pagination

Authorization

Terms Net 30 Opportunity Owner Nelson Smith

Checks Payable to:
 Great Southern Publishers, Inc./
 365 Degree Total Marketing
 Fed-ID #58-1604303
 E-Verify: 480363

Mailing Address:
 Great Southern Publishers, Inc./
 365 Degree Total Marketing
 PO Box 20568
 Saint Simons Island, GA 31522

Email Materials:
 graphics@365degreetotalmarketing.com

KAL
 (i1) I have read, understand and agree to the terms and conditions on both the front and the reverse sides of the contract.

DocuSigned by:
Kelsey Addington Ledford
 Advertiser: (s1)
 9DACB0407D5F495...

DocuSigned by:
Nelson Smith
 Marketing Exec (s2)
 884AD0785EE3462...

Date Signed: (i1) 8/10/2016 | 16:38 PM EDT

Date Signed: (i2) 8/10/2016 | 15:02 PM EDT

General

General Conditions:

This contract is with the named firm (advertiser) and change of ownership or management will not dissolve contract obligations.

Publishing Rights:

Advertisements are accepted upon representation that the advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the advertiser and its agency agree to indemnify and hold the publisher and its client harmless against any expense or loss by reason of any claims arising out of publication, including without limitations, claims or suits for libel, violation of right of privacy, plagiarism and copyright infringement.



365 Degree Total Marketing & Great Southern Publishers, Inc.
153 Follins Lane, St. Simons Island, Georgia 31522
912-638-0780 Phone / 912-638-1883 Fax
www.365degreetotalmarketing.com

Approval and Liability:

All contents of advertisements are subject to the publisher's and client's approval. Publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time. Publisher shall not be liable for any costs or damages if for any reason it fails to publish an advertisement. Publisher liability for errors shall be limited to the full amount of any deposits paid as liquidated damages for such omissions or errors. Publisher will not be held liable for any errors made on ads that have been approved by the advertiser. Unless otherwise specified by the advertiser in writing, the publisher reserves the right to use, at its discretion, photography taken for advertisements in editorial portions of any publication produced by the publisher. Model releases for subjects in the photographs will be the responsibility of the advertisers.

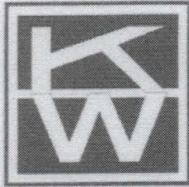
Order Changes and Payment Terms:

Cancellations or changes in orders may not be made by the advertiser or its agency after the issue closing date and must be made in writing in a certified letter to the corporate office in St. Simons Island, GA. Publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to publisher for advertising that the advertiser and its agency ordered. Disclaimers and sequential liability are not permitted. Publisher may require payment prior to placement of advertisement. Before extension of credit, a signed financial statement, publisher's credit application, and/or publisher's approval will be required. Upon approval of credit, statements will be sent by publisher to advertiser for advertising placed and advertiser agrees to pay invoice within agreed upon terms. If invoice payments are not received by publisher under terms of the agreement, publisher reserves the right to charge an annual rate of 18%. Publisher will be entitled to recover reasonable attorney fees and collection costs if payment is not made as set out in this agreement.

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If ad materials are not provided in the correct format by the advertiser, publisher reserves the right to charge for any changes, including resizing requested by the advertiser. Great Southern Publishers d/b/a 365 Degree Total Marketing will provide advertisers with 2 ad proofs. Additional proofs will cost \$75 each. Electronic copies of ads can be provided to clients in a non-editable format for \$95 and an editable format for \$195. If the advertiser does not return the ad proof after 3 attempts, the ad will run as is. If art/copy is not received by the deadline, publisher will produce an ad comprised of the company's name, logo, address and telephone number to be inserted in the contracted space. No proof of this copy is required to be provided to the advertiser.

DS
Kaz
1/11



Keck & Wood, Inc.

3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
Office: (678) 417-4000
Fax: (678) 417-4055
www.keckwood.com

July 14, 2016

Revised August 5, 2016

Ms. Kelsey Ledford, City Clerk
City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513
Sent via email: kledford@cityofblueridgega.gov

Re: Proposal for Professional Engineering Services
City of Blue Ridge – Streetscape Phase I Addition, PI 0010677
Our No. 160142.00

Dear Ms. Ledford:

Keck & Wood, Inc. ("Engineer") appreciates this opportunity of presenting a proposal to provide professional engineering services for the proposed Streetscape Phase I Addition Project in the City of Blue Ridge, GA ("City"). It is our understanding that the City would like to add streetscape enhancements (similar to the recently completed West Main Street TE Project) along approximately 0.22 miles of West Main Street, starting from the recently constructed sidewalk (approximately 270 feet northeast of Depot Street) to Mountain Street. The City has also expressed interest in extending the improvements along Messer Street (approximately 250 feet). This project has a federal award amount of \$375,000 and a required local match of \$93,750, bringing the total project budget to \$468,750. Keck & Wood, Inc. intends to provide the City with surveying, concept developments, environmental services, utility coordination, engineering design and permitting and bidding phase services. Construction administration phase scope items are detailed in this proposal and available at our standard hourly rate schedule (they are not included in this fee estimate).

Survey Phase – The Engineer will employ Lane Bishop & Associates, Inc. to perform the survey tasks for the project. Please note our survey sub-consultant has changed from the surveyor we listed on our SOQ. Survey phase scope includes the following:

1. State Plane, Mean Sea Level coordinate system.
2. Spot elevations at centerline of road, edge of pavement, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
3. Extend 20' outside of ROW, 50' outside of the ROW at driveways, 100' down each side street.
4. Property lines, utility easements and rights of way (including roadways and swales within r.o.w.).
5. Boundary lines between adjoining properties and identification of owners.

6. Spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.). Provide exact location of existing striped centerline of street, location and width of each travel lane every 100' along the length of street or change in direction, curve.
7. All above ground built elements including but not limited to: guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
8. As-built underground utility information / location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communication poles/lines, gas lines, water lines, fire hydrants, etc.
9. Utility information on all private utility providers for gas, water, telephone, cable, etc.
10. Existing rim and invert elevations of storm drainage system and catch basins; including type of material in all storm drain lines, and direction flow direction.
11. Within the right of way, provide location for all existing horizontal or vertical elements located in existing sidewalk areas including but not limited to water meters, valves, subterranean vaults, surface grates, light poles, telephone poles, disused sign, pole or other exposed footings and anchors, historic features, or any other existing elements.
12. Line of existing building, edge, alignment of building face along main and side streets, if within limits of survey beyond the right of way. Include delineation of doorways, awnings, setbacks, or any other variation from building face along ROW. In addition, provide threshold spot elevation at all entrances to each building.
13. Existing parking striping in all locations parking is present, whether on public or private property.
14. Location of existing natural elements; including tree caliper, species of existing trees, and edge of canopy of existing vegetation and existing major tree species.
15. Sanitary Sewer features including manholes, inverts, pipe direction, pipe diameter, pipe material, etc.
16. Engineer site visit and review survey completeness and confirm no items were missed.

Concept Phase – Concept phase scope includes the following:

1. Coordinate with City to discuss scope.
2. Prepare a conceptual street cross-section plan reflecting the input received and illustrating the scope of the project.
3. Prepare cost estimate for conceptual construction costs.
4. Coordinate with the City and GDOT regarding availability of existing rights-of-way. The Engineer will evaluate the need for additional right of way or easement and assist the City in deciding on how to proceed.
5. Coordinate with City to review concept layout.
6. Modify concept layout per City staff comments.
7. Update cost estimate for conceptual construction costs per City staff comments.
8. Coordinate with City to review updated concept layout.
9. Prepared and submit a Concept Report to GDOT for approval.
10. ~~The Engineer will prepare a conceptual layout of the project and assist the City with holding a public presentation showing the proposed improvements.~~ **Please note the public presentation assistance will be provided to the City at no cost.**

Environmental Phase - The Engineer employ Cypress Cultural Consultants, LLC to perform the tasks required to obtain GDOT and FHWA environmental approval for the project. These tasks include the following:

1. Air quality Assessment / write-off.
2. Noise Assessment / write-off.
3. Historic 106 Streamlined Report / worksheet.
4. Ecology Report / worksheet and FWS Early Notification Letter.
5. Categorical Exclusion / NEPA evaluation (for 4(f), land uses, etc.).
6. Environmental Commitments Table (green sheet).
7. Periodic Reevaluations (to keep project current) and Environmental Validation (prior to construction let).

Utility Coordination Phase – Utility coordination phase scope includes the following:

1. Send existing conditions to utility companies to confirm utility locations.
2. Revise existing conditions to reflect utility locations.
3. Send proposed layout to utility companies to confirm no conflict.
4. If conflict exists, meeting with utility companies to coordinate relocations.
5. ~~Coordinate with utility companies for relocation of their facilities (if necessary).~~
6. Prepare Utility Certification Package.

Design & Permitting Phase – Design & permitting phase scope includes the following:

1. Based on the approved GDOT approved concept, the Engineer will prepare Preliminary Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans.).
2. The Engineer will prepare a revised construction cost estimate.
3. The Engineer will provide with the City and Moreland Altobelli/GDOT with the Preliminary Plans for review and comment.
4. The Engineer will make corrections to the Preliminary Plans per City and Moreland Altobelli/GDOT review comments.
5. Should right of way or easement acquisition ultimately be necessary, the Engineer's scope for this part of the work will be limited to preparation of right-of-way drawings describing the areas of permanent or temporary easements and the installations therein, including legal descriptions for permanent right-of-way or permanent easements, suitable for recording, for each property fronting the project area for which an easement is necessary. Right of way acquisitions services are not included in this proposal.
6. The Engineer will prepare 90% Plans (including the following: Cover Sheet, Index, General Notes, Typical Sections, Summary of Quantities, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans, Landscape Plans, Retaining Wall Plans (if required), Special Construction Details, GDOT Construction Details, GDOT Georgia Standards and Erosion Control Plans.).

7. The Engineer will provide the City and Moreland Altobelli/GDOT with the 90% Plans for review and comment.
8. The Engineer will provide EPD with the 90% erosion control plans for review and comment.
9. The Engineer will make revisions to the 90% Plans per City and Moreland Altobelli/GDOT review comments.
10. The Engineer will prepare / execute / distribute the required ADA letter for approval by GDOT.
11. The Engineer will prepare an updated construction cost estimate for the GDOT determination of the DBE goal.
12. The Engineer will provide a project Bid Manual containing the contract documents, federal contract provisions and specifications.
13. The Engineer will provide Moreland Altobelli/GDOT with the PS&E package, Final Plans and Project Bid Manual for approval.
14. The Engineer will obtain the Notice to Proceed from GDOT with advertising the project for bidding.

Bidding Phase –Bidding phase scope could include the following:

1. The Engineer will provide the City with a bid advertisement for advertising the construction of this Project in the City's legal organ.
2. The Engineer will post the advertisement and plan holders to the Engineer's website.
3. The Engineer will provide prospective bidders with purchased bid documents.
4. The Engineer will respond to questions from bidders.
5. The Engineer will prepare addenda.
6. The Engineer will attend the bid opening and review bids for award.
7. The Engineer will review the qualifications of the low bidder(s).
8. The Engineer will prepare a bid tabulation of all bids.
9. The Engineer will provide the City with a bid recommendation letter for the lowest qualified bidder.
10. The Engineer will provide the City with a Notice of Award to be issued to the selected bidder.
11. The Engineer will provide Moreland Altobelli/GDOT with a bid tabulation submittal package for approval.
12. The Engineer will prepare the contract documents for execution.

Construction Administration Phase (hourly, as needed basis) – Construction administration phase scope could include the following:

1. Attend pre-construction conference with the City, Contractor, and GDOT.
2. Perform contractor submittal reviews.
3. Coordinated with GDOT and/or 3rd party testing agency for materials testing.
4. Perform onsite observations during the construction process to ensure, in general, that the Contractor is conducting his work in accordance with the construction documents and to verify contractor's applications for payment.

Ms. Kelsey Ledford
Fee Proposal – Blue Ridge Streetscape Phase 1 Addition

August 8, 2016
5 of 5

5. Review Contractor's Applications for Payment and advise the Owner on the amounts owed to the contractor based on site observations.
6. Assist the City in the preparation and process of change orders due to unforeseen conditions.
7. Prepare a list of items needing attention (Items to be corrected will be identified in a documented punch list).
8. Assist the City with GDOT's required project closeout items.

Fee Schedule - Our proposed fee schedule is as follows:

Survey Phase	\$9,950
Concept Phase	\$6,290
Environmental Phase	\$11,100
Utility Coordination Phase	\$2,690
Design & Permitting Phase	\$61,898
Bidding Phase	\$5,968
<u>Construction Administration Phase (hourly, as needed basis)</u>	<u>Hourly</u>
Total Fees	\$97,896 + Hourly

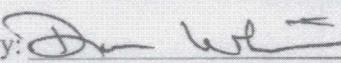
Compensation for work performed shall be according to the lump sum fee noted above. These lump sum fees are described in more detail in the attached Manhour & Fee Estimate. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period. Construction Administration Phase services are available at our standard hourly rate schedule.

Again, thank you for this opportunity. If you have any questions or need additional information, please call.

Sincerely,
KECK & WOOD, INC.


Sam J. Serio, P.E.
Associate Vice President

ACCEPTED by the CITY OF BLUE RIDGE
This 9 day of August, 2016.

By: 

Title: Mayor

Attachments:

- 1) *Manhour & Fee Estimate*
- 2) *2016 Standard Hourly Rate Schedule*
- 3) *Terms & Conditions*

STREETSCAPE PHASE 1 ADDITION
MANHOUR & FEE ESTIMATE

City of Blue Ridge
Streetscape Phase 1 Addition
July 14, 2016
Revised August 5, 2016



Keck & Wood, Inc.
3090 Premiere Parkway, Ste. 200
Duluth, Georgia 30097

Task Number	Task Description	Standard Hourly Rates	Principal	SLA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
1001	Survey Phase		\$195	\$150	\$160	\$135	\$110	\$105	\$80	\$78			
1002	Coordination with surveyor to confirm survey limits and scope				1		4					5	\$600
1003	Field survey & database												\$7,535
	Site visit (1) and review survey completeness and confirm no items were missed						8	8				16	\$1,815
	Total Survey Phase		0	0	1	0	12	8	0	0	21	\$7,630	\$9,950
	Concept Phase												
2001	Coordinate with City to discuss scope				4		2					6	\$955
2002	Prepare a conceptual street cross-section plan reflecting the input received and illustrating the scope of the project						4	4			8		\$860
2003	Prepare cost estimate for conceptual construction costs						2	4			6		\$640
2004	Coordination regarding the need for additional right of way or easement acquisition				1								\$160
2005	Coordinate with City to review concept layout						2						\$720
2006	Modify concept layout per City staff comments						1	2					\$320
2007	Update cost estimate for conceptual construction costs per City staff comments						1	1					\$215
2008	Coordinate with City to review updated concept layout				2								\$320
2009	Submit the resulting Concept Report to GDOT and the City for approval				8		12				20		\$2,600
2010	Prepare conceptual layout for public presentation												\$0
2011	Attend public presentation												\$0
	Total Concept Phase		0	0	15	0	24	11	0	0	50	\$95	\$6,290
	Environmental Phase												
3001	Environmental phase services				2		8						\$9,900
	Total Environmental Phase		0	0	2	0	8	0	0	0	10	\$9,900	\$11,100
	Utility Coordination Phase												
4001	Send existing conditions to utility companies to confirm utility locations							6					\$700
4002	Revise existing conditions to reflect utility locations							6					\$620
4003	Send proposed layout to utility companies to confirm no conflict							6					\$700
4004	Meeting with utility companies to coordinate relocations (if necessary)												\$0
4005	Coordinate with utility companies for relocation of their facilities (if necessary)												\$0
4006	Prepare Utility Certification package						6						\$660
	Total Utility Coordination Phase		0	0	0	0	6	18	0	0	24	\$140	\$2,690
	Design & Permitting Phase												
5001	Project Coordination / Project Management				30		40				70		\$9,200
5002	Preliminary Plans: Cover Sheet							1			1		\$105
5003	Preliminary Plans: Index							1			1		\$105
5004	Preliminary Plans: General Notes							1			1		\$105
5005	Preliminary Plans: Typical Sections							8			8		\$840
5006	Preliminary Plans: Mainline Roadway Plan				8		40	80			128		\$14,080
5007	Preliminary Plans: Mainline Roadway Profile							2			2		\$210
5008	Preliminary Plans: Side Road Profiles							2			2		\$210
5009	Preliminary Plans: Driveway Profiles							4			4		\$640
5010	Preliminary Plans: Drainage Plan & Profiles				2		16	24			42		\$4,600
5011	Preliminary Plans: Cross Sections						4	8			12		\$1,290
5012	Preliminary Plans: Existing Utility Plans							2			2		\$210
5013	Preliminary Plans: Signing & Marking Plans							6			6		\$850
5014	Prepare a revised construction cost estimate							1			1		\$740
5015	Internal QA/QC of Preliminary Plans				2		2				4		\$750
5016	Provide with the City and MAAI/GDOT with the Preliminary Plans for review and comment				1		3	1		1	5		\$393
5017	Connections to the Preliminary Plans per City and MAAI/GDOT review comments						4	16			20		\$2,120
5018	90% Plans: Cover Sheet							1			1		\$105
5019	90% Plans: Index							1			1		\$105
5020	90% Plans: General Notes							1			1		\$105
5021	90% Plans: Typical Sections							1			1		\$105
5022	90% Plans: Summary of Quantities							2			2		\$1,060
5023	90% Plans: Mainline Roadway Plan				2		12	20			34		\$3,740
5024	90% Plans: Mainline Roadway Profile							1			1		\$105
5025	90% Plans: Side Road Profiles							1			1		\$105
5026	90% Plans: Driveway Profiles							1			1		\$105
5027	90% Plans: Drainage Plan & Profiles				2		8	8			18		\$2,040

MANHOUR & FEE ESTIMATE

City of Blue Ridge
Streetscape Phase 1 Addition
July 14, 2016
Revised August 5, 2016

Keck & Wood, Inc.
3090 Premiere Parkway, Ste. 200
Duluth, Georgia 30097



Task Number	Task Description	Standard Hourly Rates	Principal	SLA	Eng IV	Eng III	Eng II	Eng I	Design Tech	Office Admin.	Total MH	Direct Costs	Task Cost
5027	90% Plans: Cross Sections		\$195	\$150	\$160	\$135	\$110	\$105	\$80	\$78			\$530
5028	90% Plans: Existing Utility Plans						1	4					\$105
5029	90% Plans: Signing & Marking Plans						1	4					\$530
5030	90% Plans: Landscape Plans			16			1	1					\$2,615
5031	90% Plans: Retaining Wall Plans						4	4					\$1,020
5032	90% Plans: Special Construction Details						1	2					\$370
5033	90% Plans: GDOT Construction Details						1	1					\$215
5034	90% Plans: GDOT Georgia Standards						1	1					\$215
5035	90% Plans: Erosion Control Plans						8	16					\$1,560
5036	Internal QA/QC of 90% Plans		1		4		2	2					\$1,265
5037	Provide MAAI/GDOT with the 30% Plans for review and comment						1	1					\$60
5038	Provide the EPD with the 90% Erosion Control Plans for review and comment						2						\$60
5039	Revisions to the 90% Plans per MAAI/GDOT and EPD review comments						8	20					\$2,980
5040	Internal QA/QC of Final Plans						4	1					\$705
5041	Provide EPD with revised Erosion Control Plans and NOI						2	2					\$500
5042	Prepare a Bid Manual containing contract documents and detailed specifications						8	8					\$3,366
5043	Provide PS&E, Final plans and Bid Manual to MAAI/GDOT for approval						2	2					\$70
5044	Prepare an updated construction cost estimate for the City						1	2					\$370
5045	Obtain Notice to Proceed from GDOT to bid the project		1	16	90	0	182	273	0	1	530	\$310	\$61,898
	Bidding Phase												
6001	Provide the City with a bid advertisement for advertising						1						\$160
6002	Post the advertisement and plan holders to the Engineer's website									1	1		\$78
6003	Provide prospective bidders with purchased bid documents									1	1		\$78
6004	Attend pre-bid conference												\$895
6005	Respond to questions from bidders						4	4					\$1,020
6006	Prepare addenda						6	6					\$1,450
6007	Attend the bid opening and review bids for award												\$895
6008	Prepare bid tabulation												\$183
6009	Review the qualifications of the low bidder(s)									1	2		\$105
6010	Provide the City with a bid recommendation letter for the lowest qualified bidder									1	2		\$238
6011	Provide the City with a Notice of Award to be issued to the selected bidder									1	1		\$110
6012	Provide the MAAI / GDOT with bid tabulation submittal package for approval												\$600
	Preparation of the contract documents for execution									2	2		\$156
	Total Bidding Phase		0	0	15	0	15	12	0	6	48	\$190	\$5,968
	Construction Administration Phase (HOURLY, AS NEEDED BASIS)												
7001	Attend pre construction conference with the City, Contractor, and GDOT												\$0
7002	Prepare pre construction conference report and distribute to City, Contractor, and GDOT												\$0
7003	Perform ten (10) onsite observations during construction												\$0
7004	Review Contractor's Applications for Payment and advise the Owner on the amounts owed												\$0
7005	Preparation and process of change orders due to unforeseen conditions												\$0
7006	Prepare a punchlist of items to be corrected by contractor												\$0
7007	Assist the City with project closeout												\$0
	Total Construction Administration Phase (NOT APPLICABLE - HOURLY, AS NEEDED BASIS)		0	0	0	0	0	0	0	0	0		\$0
	Total Manhours		1	16	91	0	239	328	0	7	662		
	Total All Phases		\$195	\$150	\$160	\$135	\$110	\$105	\$80	\$78			\$18,265
			\$195	\$2,400	\$14,560	\$0	\$26,298	\$34,400	\$0	\$546			\$97,896

KECK & WOOD, INC.
STANDARD HOURLY BILL RATES
2/1/2016

PRI- Principal	\$195.00
SSE - Senior Specialty Engineer	\$180.00
SLA - Senior Landscape Architect	\$150.00
LA - Landscape Architect	\$110.00
ST4 - Staff Engineer IV	\$160.00
ST3 - Staff Engineer III	\$135.00
ST2 - Staff Engineer II	\$110.00
STE - Staff Engineer I	\$105.00
PLS - Registered Land Surveyor	\$115.00
SPC - Senior Survey Party Chief	\$74.00
STC - Survey Technician	\$55.00
SAD - Senior A/E Designer	\$105.00
EAS - Engineering Associate	\$120.00
SRT - Senior Design Technician	\$95.00
TEC - Design Technician	\$80.00
CAD - CAD Technician	\$65.00
SMT - Senior GIS/IT Specialist	\$95.00
CL2 - Clerical/Administrative	\$65.00
CLI - Clerical/Administrative	\$55.00
OFM - Office Administrator	\$78.00
ROB1 - 1 Man Robot/GPS	\$95.00
ROB - 2 Man/GPS	\$125.00
SV2 - 2 Man Svy Crew	\$115.00
SV3 - 3 Man Svy Crew	\$145.00

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc. hereinafter referred to as the Consultant, and the Client identified on the face(s) hereof, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the face side(s) hereof:

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including

explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and defend, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the face side(s) hereof. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the face(s) hereof. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Service charges shall be 1.3 percent per 4-week period, which amounts to 16.9 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT; ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superseded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Special Stipulations

These special stipulations control over every other term of the contract including Engineer's Terms and Conditions of Service.

The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner or by third parties without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner to the extent allowed by Georgia law shall indemnify and save harmless the Engineer from any and all liability costs, claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, such reuse; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

The Owner's review or approval of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review or approval of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

The Engineer warrants and represents that the Construction Documents will be reasonably accurate, coordinated and adequate for construction and are in conformity and comply with all applicable laws, codes and regulations.

Notwithstanding any other provision herein, the Engineer shall not be liable for construction means, methods, techniques, safety procedures or sequences except to the extent

any such means, methods, techniques, safety procedures or sequences are specified by the Engineer in the Contract Documents.

The Engineer, if hired for the construction administration phase of the project, shall carefully inspect the Work of the Contractor whenever and wherever appropriate and no less frequently than once each week. If, however, in the opinion of the Engineer, inspections more frequently than once each week are required to protect the Owner's interest, the Engineer shall so notify the Owner in writing, and the Owner may elect to require the Engineer to make more frequent Project inspections for which the Engineer shall be compensated. It is expressly agreed that the inspections required by this Paragraph are in addition to any and all other inspections which may be required elsewhere in this Agreement. The purpose of the inspections required by this Paragraph is to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such inspections, the Engineer shall exercise care to protect the Owner from defects and deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Contractor. Following each such inspection the Engineer shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner.

The Engineer, if hired for the construction administration phase of the project, shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Any such rejection shall be in writing in a form acceptable to the Owner and shall be copied to the Owner. The rejection shall also cite the specific contract provisions or provisions violated by the Contractor. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special inspection or testing of the work in accordance with

the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

The Engineer, if hired for the construction administration phase of the project, shall determine amounts owed to the Contractor based upon inspections of the Work, evaluations of the Contractor's rate of progress in light of remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the Owner in such amounts. Prior to its certification of any Application for Payment, however, the Engineer shall first consult with the Owner and provide the Owner with ample opportunity to review and comment upon same. The Engineer shall have the right and the obligation to amend any Certificate of Payment previously executed if necessary to protect the interest of the Owner. The issuance of a Certificate of Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an inspection of the Work and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, to the best of knowledge, information and informed belief of the Engineer, the Contractor is entitled to payment of the amount certified.

The Engineer, if hired for the construction administration phase of the project, shall review and approve, or take appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is in conformance with the Construction Contract and under no circumstances shall the Engineer approve any Shop Drawing, Product Data or Sample which is not in conformity with all requirements of the Construction Contract without prior written approval of the Owner. Approval of such items shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project.

Approval of the Contractor's Schedule of Values

The following provisions shall apply if Engineer is hired for the construction administration phase of the project:

Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is found to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision. Any making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary as revised, the Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

The Engineer's Personnel

The Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
<u>Edgar Williams</u>	<u>Principal</u>
<u>Richard Gurney</u>	<u>Quality Assurance</u>

Samuel Serio

Project Manager

Casey Guyton

Project Engineer

Anna Bignault

Staff Engineer

Insurance

In addition to the insurance required within the contract, in the event the Engineer subcontracts with any firm or individual for structural engineering, mechanical engineering, or electrical engineering services in connection with the Project, the Engineer shall require any and every such firm or individual to have and maintain Professional Liability Insurance with per occurrence coverage of not less than one million dollars (\$1,000,000). Such coverage shall be maintained during performance of this Agreement and for a coverage required herein shall be written on such policy forms as are acceptable to Owner and shall be underwritten by such insurance companies as are acceptable to Owner in its sole discretion. Proof of such coverage shall be provided to the Owner.

Indemnification

The Engineer shall indemnify and hold harmless the Owner from and against all liability, claims, losses, costs, attorneys' fees, expert witness fees, all litigations costs, and all other expense arising out of, or resulting from, any negligence of the Engineer or from the Engineer's breach of any term or condition of this Agreement. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Engineer, the Engineer shall defend such allegations through mutually agreeable counsel and the Engineer shall bear all costs, fees and expenses of such defense.

Choice of Law and Venue

This Agreement shall be governed by the law of the State of Georgia. Any legal action under this Agreement filed by either the Engineer or the Owner shall be filed in the Superior Court of Fannin County, Georgia. The Engineer expressly agrees that it shall be subject to the jurisdiction and venue of said Court for any such action.

The Agreement between Owner and Engineer is further amended as follows:

- (1) Section 2. Ownership of Documents of the Terms and Conditions of Service is deleted.
- (2) Section 14. Termination, the last two lines are deleted.
- (3) Engineer will provide an affidavit in compliance with the Georgia Security and Immigration Compliance Act, being an affidavit for electronic verification of work authorization programs.
- (4) Owner, in Owner's discretion, may mediate, or arbitrate, any dispute arising under this Agreement. Owner is under no obligation to mediate or arbitrate, or both, any dispute arising under this Agreement. Owner shall have the right to resolve any dispute arising under this Agreement pursuant to litigation in a court of competent jurisdiction.

Agreed this 15 day of August, 2016.

KECK & WOOD, INC.

By: 

Sam J. Serio, P.E.
Associate Vice President

(Signature lines continued on next page)

CITY OF BLUE RIDGE

By:  _____
Donna Whitener, Mayor

RDS/11c/2881/W188808

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Blue Ridge, GA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

64376
Federal Work Authorization User Identification Number

10/29/07
Date of Authorization

Keck & Wood, Inc.
Name of Contractor

Streetscape Phase I Addition, PI 0010677
Name of Project

City of Blue Ridge, GA
Name of Public Employer

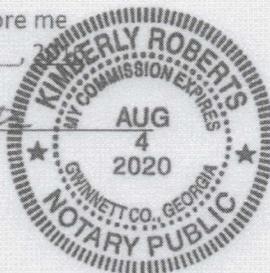
I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Duluth, Georgia this 15th day of August, 2016.


Signature of Authorized Officer or Agent

Christiana E. Gilstrap, Controller
Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me
this 15th day of August, 2016


Notary Public
My Commission Expires:



Appalachain Fence LLC

P O Box 1911

Blue Ridge, GA 30513

706-455-1158

Fannin Co High School Girls Softball

2290 E. First ST

Blue Ridge, GA 30513

Take down 130ft of 6ft and replace with 8ft chain link

2- walk gates

1--Double 12 drive gate

Install 8ft bull pen with gate

Total Cost

\$3798⁰⁰

Thanks

Bethel Rice

Appalachain Fence LLC

P O Box 1911

Blue Ridge, GA 30513

706-455-1158

Fannin Co Girls Softball Field

Take down All old wire and rail and replace with new

Replace all post that need to be replaced

Will use old rail at bottom of fence.

Replace walks gates

Total Cost_____ \$6200.00_____

Thanks

Bethel Rice

Appalachain Fence LLC



ENVIRONMENTAL PROTECTION DIVISION

DRINKING WATER INVOICE

FIMS Account ID:
Customer Name:
Water System ID:
Invoice Number:

908
BLUE RIDGE
GA1110000
DW-2016-003293

Total Due : \$ 7,470.00

Bill To:
BLUE RIDGE
WHITENER, DONNA
480 W FIRST ST
BLUE RIDGE, GA 30513

Notification:
Check Water System Information
gadinkingwater.net
Account Information:
TOTAL AMOUNT DUE ON 08/19/2016

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2016 - 06/30/2017	7/8/2016	\$ 7,470.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,470.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
5506	72	1	C	SW	Coliform	\$ 870.00
					Chemical	\$ 6,600.00
Total :						\$ 7,470.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 7,470.00					
Late Fee						

PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
908	\$ 7,470.00	DW-2016-003293

DUE DATE:	08/19/2016
TOTAL AMOUNT DUE:	\$ 7,470.00
TOTAL AMOUNT PAID:	

BLUE RIDGE
WHITENER, DONNA
480 W FIRST ST
BLUE RIDGE, GA 30513

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392

**DWIGHT OLIVER
ELECTRICAL CONTRACTOR, INC.**

P.O. Box 250
Clermont, Georgia 30527

(770) 983-0698 • Fax: (770) 983-1515

JOB INVOICE

3939

TO City of Blue Ridge
480 West First St
Blue Ridge Ga 30513-4678

PHONE	DATE OF ORDER <u>5-31-16</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER <u>PO. 27583</u>
<input type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> EXTRA	
JOB NAME/NUMBER <u>Plant</u>	
JOB LOCATION	
JOB PHONE	STARTING DATE

TERMS:

Aug 9

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
>				5-4-16 Serv. Call to Replace Mixer Motor
				5-6-16 Replace mixer motor
7	Mixer motor Repair 7.5 (Install)		504 56	
1	Mixer motor Repair 7.5 (Spare)		504 56	
				OTHER CHARGES
1	54L Pump Repair (Spare) Machine 5-halt & Bearings		582 18	
1	Double Switch (Spare)		377 50	
				TOTAL OTHER
				LABOR
				HRS. RATE AMOUNT
				5-4-16 1350 00
				5-6-16 945 00
				TOTAL LABOR 2295 00
DATE COMPLETED	TOTAL MATERIALS		1968 80	TOTAL MATERIALS 1968 80
				TOTAL OTHER

Work ordered by _____

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

TAX	
TOTAL	4263 80



MATCHPOINT
Water. That's the point.

Matchpoint Water Asset Management Inc
215 Racine Drive, Ste 201
Wilmington, NC 28403

Estimate

Date	Estimate #
8/8/2016	89

Name / Address
City of Blue Ridge Water & Sewer Becky Harkins 480 West First St Blue Ridge, GA 30513

Ship To
City of Blue Ridge Water & Sewer Becky Harkins 480 West First St Blue Ridge, GA 30513 Becky Harkins: 706-632-2091

P.O. No.	Terms	Rep	Project
	Net 15	JT	

Item	Description	Qty	Cost	Total
Service	One-week (4-10 hour days) of investigative leak detection services Standard terms and conditions apply	1	7,000.00	7,000.00
Applicable taxes to be added			Total	USD 7,000.00

Phone #	Fax #	Web Site
910-509-7225	910-509-7226	www.matchpointinc.us

Customer Signature _____



CITY OF HOPKINS
Engineering Department
1010 1st Street South
Hopkins, MN 55343
(952) 935-8474



BOLTON & MENK, INC.
12224 Nicollet Avenue
Burnsville, MN 55337
(952) 890-0509

CONSTRUCTION NEWSLETTER



Project Schedule



Progress



Access & Parking



Safety



Map & Phasing



Contact



PROJECT SCHEDULE

The two-phased construction plan is included on the last page of this newsletter. The contractor, Northwest Asphalt, has provided an updated schedule, see the last page for a map of the most recent project schedule.

PROGRESS



Phase 1A: 18th Avenue N (Mainstreet to 2nd St N)

Work on Phase 1A is nearly complete. Boulevard restoration with topsoil and sod is finished. The sod warranty expired on July 24, 2016, and the contractor is no longer responsible for the sod. Please continue to water your sod to ensure healthy and strong grass. The final layer of asphalt will be paved after all other phases are complete.

Phase 1B: 20th Avenue N (South of 2nd Street) and 19th Avenue N

Paving is complete in Phase 1B and sod has been placed. The contractor will water new sod during the 30-day warranty period, which is set to expire on August 26, 2016. Boulevard restoration will continue over the next few weeks.

Phase 1C: 18th Avenue N (North of 2nd St N) and 3rd Street N

Concrete curb and gutter has been installed in Phase 1C, and paving is complete for 3rd St and 18th Ave between 2nd and 3rd St. 18th Ave north of 3rd St did not have suitable base material for paving but crews are working towards paving this block the first week of August. Restoration efforts will continue over the next few weeks, including sidewalk, soil, and sod installation.

Phase 2A: 2nd Street N and 20nd Ave N (North of 2nd Street)

Concrete curb and gutter has been installed in Phase 2A. Streets will now be prepared for pavement, which is scheduled to be installed the first week in August.

Phase 2B: 21st Ave N and 4th Street N

Construction has now begun in Phase 2B with utility work at the southern end of 21st Ave N. Utility and service work will continue for the next few weeks. Aggregate base and curb and gutter installation will follow after utilities are completed mid to late August.



ACCESS, PARKING, & COMMUNICATION

The construction process results in a great product at its completion, but can test one's patience along its course. While the negatives of construction are in many ways unavoidable, the City aims to reduce the burden through working with the City's contractor to minimize disruption, routine mailings and other communication, and on-site assistance for residents.

When the street and utilities are under construction, the contractor will need all of the space in the street possible. Therefore parking will not be allowed on the project area streets during the working hours. Access to driveways will be provided as much as possible. Temporary access restrictions should be anticipated during the work day, however. The project team understands the need for access to each property, therefore the streets will be temporarily restored at the end of each work day and access to private driveways will generally be available each night.

During street & utility reconstruction, access conditions are usually most challenging after rainfall. Heavy traffic over muddy streets makes conditions worse. Residents will be encouraged to drive on paved roadways whenever that alternative exists.

Typical working hours for the project will be 7 a.m. to 7 p.m., Monday through Friday, and 8 a.m. to 6 p.m. on Saturdays if necessary. Parking will be prohibited on streets under construction during working hours.



SAFETY

Contractor will do everything they can to make the project area safe for residents. However, residents should be aware of their surroundings when walking or driving near construction equipment. The City asks that residents keep their distance from construction equipment in use and utility trenches. There are also materials that can cause harm if caution is not used such as hot asphalt pavement immediately after being placed. Please keep children and pets away from construction activity and open trenches as they might not be aware of the dangers. If you see anything that you feel is unsafe, please do not hesitate to call Nick Amatuccio.



CONTACT AND WEBSITE INFO

Chad Booth of Bolton & Menk, Inc. will be on the project site representing the City and its residents and business owners. If you have any questions regarding this newsletter, the project, or anything in general, you may approach him on site or call his cell phone at **(763) 614-0801**

Nick Amatuccio of Bolton & Menk, Inc. will serve as a secondary point of contact for the project. He can be reached at **(612) 965-3926** or nickam@bolton-menk.com

Mike Waltman, of Bolton & Menk, Inc., is the Project Manager working on behalf of the City and its residents. He can be reached at **(952) 890-0509** or **(612) 221-6946** or mikewa@bolton-menk.com

Nate Stanley is the City Engineer for the City of Hopkins. He can be reached at **(952) 548-6356** or NStanley@hopkinsmn.com

Website: The website will be updated on about a weekly basis with the latest project info throughout construction. The site URL is www.bolton-menk.com/hopkins2016

PROJECT LOCATION & PHASING MAP



CITY OF HOPKINS 2016 STREET & UTILITY IMPROVEMENTS



LEGEND

-  PHASE 1A, (APRIL – LATE JUNE)
-  PHASE 1B, (EARLY MAY – LATE JULY)
-  PHASE 1C, (LATE MAY – EARLY AUGUST)
-  PHASE 2A (JUNE – AUGUST)
-  PHASE 2B (JULY – SEPTEMBER)

- Schedule changes in early stages due to weather, contractor scheduling, and unforeseen conditions may impact later stages
- As construction occurs, schedule updates to be provided via newsletters, website, flyers, etc.
- Final paving to occur in Late September/October for all phases

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
August 26, 2016 at 10:00 a.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
And Bruce Pack
City Clerk Kelsey Ledford

Absent: Mayor Donna Whitener
Council Member Rhonda Thomas

- 1) Call Meeting to Order:
Council Member Angie Arp made a motion to call the meeting to order. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- 2) Prayer and Pledge of Allegiance:
Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.
- 3) GWI Quote No. 205188 Approval for Waste Water Treatment Plant:
Council Member Angie Arp made a motion to approve GWI Quote No. 205188 in the amount of \$12,608.00 (attached) for a pump repair. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- 4) Water Loss Control Approvals—MatchPoint-Hydraulic Model and Reed & Shows-Large Meter Testing:
The Council was presented with quotes in regards to water loss control. After some explanation from Utility Billing Supervisor Rebecca Harkins, Council Member Angie Arp made a motion to approve the quote from MatchPoint for a Hydraulic Model in the amount of \$18,930.00 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to approve the quote from Reed & Shows for Large Meter Testing in the amount of \$2,000.00 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- 5) Fannin Chamber Annual Contract for Hotel/Motel Restricted Tax:
Council Member Angie Arp made a motion to approve the Fannin Chamber Annual Contract for Hotel/Motel Restricted Tax (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

6) Tri-State Electric Underground Power for Robert's Way:

After some brief discussion, Council Member Angie Arp made a motion to table the topic until the next meeting so that Mayor Whitener would be able to take part in the discussion. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

7) City Park:

Council Member Angie Arp requested additional time in order to give her presentation. Council Member Angie Arp made the motion to allow additional time for discussion. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp discussed the grants that were originally supposed to go towards the playground equipment and read minutes from a meeting in November 2015, December 8, 2015 and March 1, 2016. She mentioned that some miscommunication may have occurred but that no blame is on one single person. She then began discussing the different quotes that she obtained for the playground equipment. After the presentation, Council Member Bruce Pack made a motion to approve the quote from Miracle for the playground equipment in the amount of \$97,244.20 (attached). The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to approve up to \$120,000.00 for the park to include the equipment, fencing and miscellaneous expenses. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Angie Arp then read a news article. She stated that she agreed with the article and that the Council needs to be more involved in the departments that they were elected to oversee. She explained that one part time person cannot do it all. She then discussed the Council taking back their roles of overseeing the departments.

8) ARC Grant:

After some discussion, Council Member Angie Arp proposed terminating any more proceedings with the ARC Grant. The allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. After continued discussion, Council Member Angie Arp made a motion to terminate proceedings with the ARC Grant. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. City Clerk Kelsey Ledford asked about payment of R. Design Works invoice. The Council agreed not to pay the invoice since they were under the impression that the City was receiving that service free of charge.

Council Member Bruce Pack clarified that the Council Members have been active in the various departments and did know what was going on with each even though they had not been overseeing one particular department individually. Bill Ryan spoke from the floor and stated that from his experience it worked better when members of the Council oversaw a particular department.

City of Blue Ridge

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

9) Adjournment:

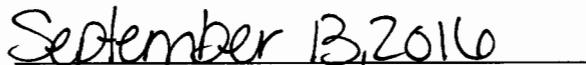
Council Member Angie Arp made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Meeting adjourned at 11:15 a.m.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford



Approved

Kelsey Ledford

From: Kelsey Ledford
Sent: Thursday, August 18, 2016 1:57 PM
To: 'City of Blue Ridge Waster Water Plant'
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Follow Up Flag: Follow up
Flag Status: Flagged

Okay, I will place it on the September 13, 2016 Council Meeting Agenda. I should be able to give you the go ahead the following day.

Very best,

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

From: City of Blue Ridge Waster Water Plant [mailto:brsewer@etcmail.com]
Sent: Thursday, August 18, 2016 1:45 PM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Re: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

It can wait. We have another pump in the station taking up slack. This is a spare.

----- Original Message -----

From: [Kelsey Ledford](#)
To: [City of Blue Ridge Waster Water Plant](#)
Sent: Thursday, August 18, 2016 12:47 PM
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

James,

Thank you for explaining. Is this going to require an emergency purchase, or is it something that can wait until after the next Council Meeting (September 13th)? If it will hinder the operations of your department, or jeopardize the safety of the City/public, we can purchase as an emergency purchase; you will just need to do a write up of why we are purchasing this as an emergency purchase. Hope this makes sense, if not please give me a call.

Thanks,

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone

(706) 632-3278 Fax
kledford@cityofblueridgega.gov

From: City of Blue Ridge Waster Water Plant [<mailto:brsewer@etcmail.com>]
Sent: Thursday, August 18, 2016 11:52 AM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Re: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

There hasn't been a PO for this. The pump kept tripping a breaker last week. I called GWI to have them pull the pump and take it in to their shop for inspection and repair. The attached quote is what it will take to repair the pump. The work has not been done. The trip up to pull the pump and the return trip to reinstall it is included in the quote also.

Thanks,

James Weaver

----- Original Message -----

From: [Kelsey Ledford](mailto:kledford@cityofblueridgega.gov)
To: [City of Blue Ridge Waster Water Plant](mailto:brsewer@etcmail.com)
Sent: Thursday, August 18, 2016 10:45 AM
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

James,

Refresh my memory, have I already given you a p.o. for this repair? Has the work already been completed? If the work has been completed, did we decide that it was an emergency purchase? Sorry, but I am having trouble remembering because of all the projects we have going on in the City.

Very best,

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

From: City of Blue Ridge Waster Water Plant [<mailto:brsewer@etcmail.com>]
Sent: Thursday, August 18, 2016 10:13 AM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Fw: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Kelsey,

We had a pump go down last week, attached is the repair and installation quote on the pump. This is one of the big influent pumps that is in our largest pump station on Industrial Park Rd. It has been several years since one of these has had to have a total rebuild. The price is higher due to the large size of the pump. Let me know if you have any questions.

Thanks,

James Weaver

----- Original Message -----

From: John Boswell

To: James Weaver

Cc: Mike Gibbs

Sent: Wednesday, August 17, 2016 2:26 PM

Subject: Fwd: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Mr. Weaver,

Please see attached scope of work and quote to repair your Flygt 88 HP pump.

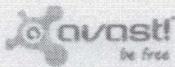
Please review and let us know if you have questions or need additional information.

We will not do any further work to this unit until we receive your approval.

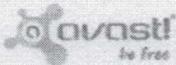
Thank you for giving GWI the opportunity to quote you on this service.

Best regards,

John Boswell
GWI



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Kelsey Ledford

From: Rebecca Harkins
Sent: Monday, August 22, 2016 2:12 PM
To: Kelsey Ledford
Subject: AGENDA
Attachments: Proposal for Business Case Evaluation for Reduction of Non - Revenue Water_Aug '16.pdf

I need for you to put Matchpoint – Hydraulic Model on the next agenda please. I am asking the council to approve tasks 1, 2, & 3 out of this year's Water Loss Control budget \$18,930.00. This will be the minimum needed to get a hydraulic model of the City's water system for further analysis on pressure management and leak detection.

I also need Reed & Shows- Large meter testing on the agenda – approval to spend up to \$2,000 from the Water Loss Control budget for large meter testing. We have used them the last 2 years for meter testing, this is a requirement per the Georgia Water Audit.

Rebecca Harkins
Utilities Supervisor

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

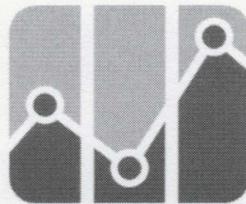
706-632-2091
706-632-3278 fax

**Proposal for Business Case Evaluation for Reduction of
Non - Revenue Water**



MATCHPOINT

Water. That's the point.



Smart Water Analytics LLC

Prepared for: The City of Blue Ridge, GA

Date: August 5, 2016

Rebecca Harkins
Utilities Supervisor
City of Blue Ridge Water & Sewer
480 West First St
Blue Ridge,
GA 30513

Dear Ms. Harkins,

Matchpoint Water Asset Management (MWAM) and Smart Water Analytics have partnered to offer you the best turnkey service possible. Within this document, when the "MATCHPOINT team" refers to this partnership. We, the MATCHPOINT team, pride ourselves on providing a comprehensive solution to ensure that we will, together, reduce the Utility's Non-Revenue Water. Our expertise, coupled with top-of-the-line products and technology proves us to be the most qualified candidate for the job.

Part of our MATCHPOINT team met with yourself and the Mayor, Ms. Donna Whitener, recently and thus we are pleased to submit to the enclosed proposal to provide you these services. Our services will help tremendously with the evaluation of the current status of your water system and provide you with a full report, which will include recommendations for future actions needed to manage your system in the most efficient way to reduce your current level of NRW.

We understand that the City is considering selling the utility but regardless of the future our services, together with our final report and future recommendations, will benefit the City in knowing its current status and hence, value. Water is the World's most valuable resource and we realize the need to preserve it from a fiscal, humanitarian, and environmental perspective.

We are very pleased to submit the attached proposal for your consideration. Our methodology, as outlined in this proposal, will meet and exceed each project objective and deliver the most complete and accurate business case evaluation in the market today.

Sincerely,

Simon Wick
Vice President
Cell: (904) 305-0333
simon.wick@matchpointinc.us

Table of Contents

SCOPE OF WORK FOR BLUE RIDGE, GEORGIA	4
BACKGROUND	4
TASK 1—DATA COLLECTION AND WORKSHOP	4
TASK 2 – FIELD DATA COLLECTION.....	5
TASK 3 – HYDRAULIC MODEL	5
TASK 4 – PRELIMINARY METER TESTING	5
4.1 Large Meter Testing.....	5
4.2 Residential Customer Meters	5
4.3 Minimum Night Flow Analysis.....	5
4.4 Evaluation of the Accuracy of Existing Meters.....	5
TASK 5 – TOP-DOWN WATER BALANCE & COMPONENT ANALYSIS.....	6
5.1 DMAs and Water Balance.....	6
5.2 Component Analysis.....	6
TASK 6– ANALYSIS OF RECOVERABLE VOLUMES	6
TASK 7 – EVALUATION OF INITIATIVES TO RECOVER NRW.....	6
TASK 8 – DEVELOPMENT OF A BUSINESS CASE & WATER EFFICIENCY STRATEGY	7
PROJECT SCHEDULE	8
PROJECT BUDGET	9
MWAM COMPANY QUALIFICATIONS	10

ATTACHMENTS:

Elio Arniella's CV

SCOPE OF WORK FOR BLUE RIDGE, GEORGIA

BUSINESS CASE EVALUATION FOR REDUCTION OF NON-REVENUE WATER

Background

This SCOPE OF WORK highlights the tasks required for developing a Non-Revenue Water (NRW) Business Case Evaluation (BCE) to develop a Water Efficiency Strategy for the Blue Ridge (BR) Water System. The main tasks of the BCE are to:

- Identify and quantify NRW components by volume based on historic data and limited field work,
- Develop a preliminary hydraulic model of the system to be used for analysis of NRW reduction initiatives,
- Determine the economic level of NRW recovery for each component,
- Prioritize capital improvements, and
- Develop a water efficiency strategy for the short, mid and long-term.

Task 1 – Data Collection and Workshop

The MATCHPOINT team will collect historic data from BR to evaluate the general patterns of NRW in the BR system. Data to be collected includes

- Available GIS of distribution system
- Customer meter and billing records
- Water production and supply
- Line break database
- Water and sewer rates
- Available data for tanks, pumps and flow meters
- Hydrant flushing data
- Unmetered unbilled water records
- Metered unbilled water records
- Purchased water volumes and costs
- Bulk water volumes and sales
- Billing system specifications
- Other data to be identified later

After initial data analysis, the BR staff and the MATCHPOINT team will conduct a one-day workshop to review the data analysis and discuss data gaps that are needed to be addressed in order to generate a more accurate BCE.

Assumptions: It is assumed that the customer meters are georeferenced and that water consumption records can be allocated to each customer.

Task 2 – Field Data Collection

The MATCHPOINT team will install 2 x new insertion meters and 12 x pressure loggers and collect field flow and pressure data from these units for a two-week period. This will help to enhance the database and provide useful data for setting up a preliminary hydraulic model. This will involve selecting the flow and pressure monitoring locations, installing the equipment, and analyzing the data after completion. In addition, to the new meters and pressure loggers we provide the team will also use the existing master meters, insertion probes and pressure loggers owned by BR.

NOTE: It is anticipated that the BR staff will install the taps and the corporation stops needed to add the two insertion probes to be used for the study.

Task 3– Hydraulic Model

Blue Ridge does not have a hydraulic model at the present time. The purpose of this task is to develop the first version of the model that can be used for the assessment. It is not the intention of this first version to be a model for operational purposes. Part of the reason for this is that the existing GIS is being developed and the GIS data must be further validated and expanded. Using existing GIS and other system information, The MATCHPOINT team will develop a preliminary hydraulic model of the system to simulate the average daily flow of water consumption and supply of the system. The model will try to replicate flow, pressures and tank water levels as best as possible and will be used to evaluate NRW reduction initiatives such as: pressure management and establishing district metered areas (DMAs).

Task 4 – Preliminary Meter Testing

The MATCHPOINT team, in conjunction with the BR, will evaluate the consumption of a selected population of commercial and domestic customer meters. The team will also evaluate the entire customer meter database to establish and validate water balancing parameters that can be used for auditing and component analysis.

4.1 Large Commercial Meter Testing

With the assistance of BR, the MATCHPOINT team will evaluate the annual test results of existing commercial meters to establish a level of accuracy and validate the test results. This information will be also used to estimate possible apparent losses.

NOTE: No fieldwork is expected to be needed for this part of the project; we will use existing meter test data supplied by BR.

4.2 Residential Customer Meters

BR is currently replacing meters and establishing an automated meter reading (AMR) system. So far BR has replaced about 900 customer meters with new meters that read in 1.0 gallon increments. The meters being replaced read in 10 gallons increment and the level of accuracy is questionable. In order to evaluate possible apparent losses and use minimum night flow (MNF) analysis, the MATCHPOINT team and BR gather the information needed for this task.

4.3 Minimum Night Flow Analysis

The current 900 AMR meters are read only on a monthly cycle. However, these meters have the capability to be programmed so that the meter stores the data for a smaller time step so that it can be retrieved by the drive-by system. This does not mean that the drive-by readings must be done on the same time step but rather that the meter stores the data in such time step so that it can be transmitted when the drive-by data retrieval occurs. As part of this task, BR staff or a third party contracted by BR, will program about 10% or about 90 of the existing AMR customer meters that read in 1.0 gallon increments to store reading

in a 30 minute or 1-hour time step. The data will be collected by the drive-by crew every week for the two-week field testing period. The MATCHPOINT team will analyze the data and use it to estimate NRW using the MNF method. This can be done for the entire service area or for two or more DMAs – depending if the DMA is isolated and has accurate and reliable monitoring of the water supplied to the area. The MNF analysis will relay the statistical analysis of the customer meters based on the average period of minimum consumption.

4.4 Evaluation of the Accuracy of Existing Meters

BR will conduct a customer meter testing of existing customers that have been replaced by new AMR meters. The meters will be tested using the BR staff and testing bench. As an alternative, the meters can be tested by a third party. The results of the testing will be provided to MATCHPOINT team for analysis. The suggested quantity of meters to be tested is about 90 meters.

NOTE: The quantity and budget for this activities are excluded from the study budget and will be defined in detail by BR and MATCHPOINT after further review.

Task 5 – Top-Down Water Balance and Component Analysis

5.1 DMAs and Water Balance

Using the historic data, the preliminary hydraulic model, and the GIS data, the MATCHPOINT team will evaluate the water distribution system and in consultation with BR will conduct a desk-top water balance of system using the data collected in Task 1 and other information available to MATCHPOINT team. The water balance and NRW analysis will be determined using the AWWA Water Audit Software. This analysis will result in the development of NRW indicators, including:

- NRW volume
- Revenue loss
- NRW gallons per connection per day
- Infrastructure leakage Index
- Real losses in gallons per psi day
- Gallons per mile of pipe per day

5.2 Component Analysis

Using tools developed by MATCHPOINT team and the Water Research Foundation, the MATCHPOINT team will do a Top-Down Component Analysis of each one of the Macro Areas. The MATCHPOINT team will evaluate six components using the available data. The components to be analyzed are:

- Apparent Losses – metering and data errors, unmetered volumes, and unauthorized use
- Real losses – background, reported and unreported leaks

Task 6 – Analysis of Recoverable Volumes

The MATCHPOINT team will evaluate the component analysis conducted under Task 3.2 and will use industry standards and proprietary methodologies to estimate the recoverable volumes for each component.

Task 7 – Evaluation of Initiatives to Recover NRW

This analysis will include a summary of recoverable NRW volumes and a cost-effectiveness analysis (cash flow analysis) of possible NRW reduction initiatives. Some of the initiatives may include:

- Institutional Strengthening – Change Management
- Meter Replacement
- Pilot Studies

- Pressure Management
- Active Leak Detection
- Pipe Replacement
- MIS Integration
- Billing System Improvements
- Customer Service Improvements

At the conclusion of this task the MATCHPOINT team will prepare a draft technical memorandum (TM) summarizing the findings and recommendations of the proposed NRW reduction program. The Draft TM will be presented by the consultant to the BR staff during a Workshop to review and discuss the strategy and how to move forward with the implementations.

Task 8 – Development of a Business Case and Water Efficiency Strategy for BR

This task involves the evaluation of Engineering, Procurement and Construction (EPC) of the initiatives that are selected for implementation and the life cycle cost/payback of each alternative. The initiatives that may be included, are:

- Pipe replacement
- District Metered Areas (DMAs) and subareas
- Pressure Management
- Meter replacement
- Management information system integration and reporting
- Billing system update
- Active Leak Detection
- Leak surveys

Develop a short and long-term funding and cost recovery action plan and strategy to implement the BCE recommendations. MATCHPOINT TEAM will evaluate the impact of raising rates together with the cash flow and possible debt service. The MATCHPOINT team will present a comprehensive cash flow analysis, sensitivity analysis using several combinations of potential funding scenarios, and provide a prioritization schedule of each of the recommended alternatives.

Project Schedule

The proposed project schedule is 14 weeks from start. Assuming an August 1 start, the project will be completed by December 1, 2016. The preliminary project schedule is shown below.

Task Description	Weeks from start			29-Aug-16	5-Sep-16	12-Sep-16	19-Sep-16	26-Sep-16	3-Oct-16	10-Oct-16	17-Oct-16	24-Oct-16	31-Oct-16	7-Nov-16	14-Nov-16	21-Nov-16	28-Nov-16	5-Dec-16
	Start Date	Finish Date	Duration															
Task 1 – Data Collection and Workshop	29-Aug-16	12-Sep-16	14	█														
Task 2 – Field Data Collection	12-Sep-16	17-Oct-16	35			█	█	█	█	█	█	█	█					
Task 3 – Hydraulic Model	12-Sep-16	26-Sep-16	42			█	█	█	█	█	█	█	█					
Task 4 – Preliminary Meter Testing	12-Sep-16	31-Oct-16	49			█	█	█	█	█	█	█	█	█				
4.1 Large Commercial Meter Testing	12-Sep-16	24-Oct-16	42			█	█	█	█	█	█	█	█					
4.2 Residential Customer Meters	12-Sep-16	24-Oct-16	42			█	█	█	█	█	█	█	█					
4.3 Minimum Night Flow Analysis	17-Oct-16	31-Oct-16	14							█	█	█	█					
4.4 Evaluation of the Accuracy of Existing Meters	24-Oct-16	31-Oct-16	7								█	█	█					
Task 5 – Top-Down Water Balance and Component	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
5.1 DMAs and Water Balance	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
5.2 Component Analysis	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
Task 6 - Analysis of Recoverable Volumes	14-Nov-16	21-Nov-16	7													█	█	█
Task 7 - Evaluation of Initiatives to Recover NRW	21-Nov-16	28-Nov-16	7														█	█
Task 8 – Development of a Business Case and Water Efficiency Strategy	28-Nov-16	5-Dec-16	7															█
WORKSHOPS																		
Workshop 1 - Project Coordination	5-Sep-16	5-Sep-16	1	▼														
Workshop 2 - Water Balance	17-Nov-16	17-Nov-16	1												▼			
Workshop 3 - Draft Report and Recommendations	1-Dec-16	1-Dec-16	1															▼

Project Budget

The proposed budget for SWA is summarized below.

Task Description	Cost
Task 1 - Data Collection and Workshop	\$660
TOTAL FOR TASK 1	\$660
Task 2 - Field Data Collection (includes installation and supply of 12 x pressure loggers and 2 x insertion meters), data collection of all these units + 2 of BR own Hydrins and decommissioning.	\$13,320
TOTAL FOR TASK 2	\$13,320
Task 3 - Hydraulic Model	\$4,950
TOTAL FOR TASK 3	\$4,950
Task 4 - Preliminary Meter Testing	
4.1 Large Commercial Meter Testing Analysis	\$660
4.2 Residential Customer Meters (TBD)	TBD
4.3 Minimum Night Flow Analysis	\$1,320
4.4 Evaluation of the Accuracy of Existing Meters	\$1,320
TOTAL FOR TASK 4	\$3,300
Task 5 - Top-Down Water Balance and Component	-
5.1 DMAs and Water Balance	\$990
5.2 Component Analysis	\$1,320
TOTAL FOR TASK 5	\$2,310
Task 6 - Analysis of Recoverable Volumes	\$1,320
TOTAL FOR TASK 6	\$1,320
Task 7 - Evaluation of Initiatives to Recover NRW	\$3,300
TOTAL FOR TASK 7	\$3,300
Task 8- Development of a Business Case and Water Efficiency Strategy for BR	\$2,640
TOTAL FOR TASK 8	\$2640
GRAND TOTAL FOR ALL SERVCIES LISTED ABOVE	\$31,800.00

MWAM Company Qualifications

Matchpoint was founded in 2005 to provide system deployment and integration solutions for water utilities transitioning from manual read to AMR/AMI. As industry awareness increased and the sustainability movement gained ground Matchpoint found itself in a unique position. Our system integration business was providing solutions for "apparent water loss" but we had no tools for addressing "real water loss." Our business team scoured the planet in search of the finest minds and technologies and packaged them to launch our Matchpoint Water Asset Management (MWAM) business in 2008. We can offer our clients a comprehensive Water Loss Recovery solution, Leak Detection survey, and informative reporting.

Since establishment, we have offered a comprehensive package for managing water assets and for reducing water loss. We specialize in Non-Revenue Water (NRW) recovery and control solution including, but not limited to, leak detection services, training and product sales, District Metered Area (DMA) solutions, flow and network analysis and product sales, large meter testing and revenue enhancement services.

Some of our company accomplishments and qualifications include:

- Successfully executed hundreds of leak detection surveys
- Executed projects across the US and in 5 countries
- Over 95 years of combined non-revenue water experience
- Consulted and executed 100s of DMA projects
- Confirmed thousands of leaks
- We have saved billions of gallons of water per year!

Firm Profile:

Number of Years in Business

10 total
8 years for MWAM business

Areas Serviced

United States, Caribbean

Number of Employees

20

Equipment

Primayer, exclusive national distributor
Hydreka, Eastern U.S distributor
Rycom, approved national distributor
Syrinx, exclusive distributor, TN & GA

Company Name

Matchpoint Water Asset Management

Company Headquarters

215 Racine Drive, Suite 201
Wilmington, NC 28403

Company Telephone

(910) 509-7225

Company Executive

Barry Hales, President

Contact Person

Simon Wick, Vice President

Smart Water Analytics President Resume, Elio Arniella, attached, for your interest.

REED AND SHOWS METER SOLUTIONS

5463 DUKES RD

DOUGLASVILLE, GA 30135

REED_SHOWS_METER@BELLSOUTH.NET

August 11, 2016

City of Blue Ridge Water and Sewer

Attn: Rebecca Harkins

rebeccaharkins@cityofblueridgega.gov

Ref.: Prices of large water meter testing, repairing and recalibration to AWWA accuracy standards.

Ms. Harkins,

Below, you will find our quote for servicing the water meters in your system. You will notice a column which is labeled test only; the test only prices apply to the meters that test in conformity to the accuracy standards set forth by the American Water Works Association. In addition, you will find a column labeled test, repair, retest, and recalibrate. The test, repair, retest, and recalibrate charge will apply to the meters that do not test in conformity with the accuracy standards set forth by the American Water Works Association and therefore require repairs to be initiated.

<u>SIZE</u>	<u>*TEST ONLY CHARGE</u>	<u>**TEST, REPAIR, RETEST AND RECALIBRATE CHARGE</u>	<u>REPAIR PARTS</u>
2"	\$125.00 X 12	\$200.00	+Parts
3"	\$150.00 X 2	\$225.00	+ Parts
4"	\$150.00	\$250.00	+ Parts
6"	\$175.00 X 1	\$275.00	+ Parts
8"	\$200.00	\$300.00	+ Parts
10"	\$225.00	\$325.00	+ Parts

*Meter tested in conformity to the accuracy standards set forth by the AWWA.

**Meter tested outside the accuracy standards set forth by the AWWA, and require repairs to be initiated.

In addition to the prices listed above, any repair parts that are required will be invoiced at the meter manufacturers' catalog listed price plus ten percent. If you have any questions or concerns regarding this quote, please do not hesitate to contact us.

175.00
300.00
1500.00

\$1975.00

Thanks,

William Shows

Reed and Shows Meter Solutions

Cell: (404) 988-2185

CONTRACT AND AGREEMENT

THIS AGREEMENT is entered into effective September 13, 2016, and executed as indicated below, by and between the CITY OF BLUE RIDGE, a political subdivision of the State of Georgia (the "City"), acting through its governing authority, the members of the City Council of the City of Blue Ridge (the "City Council"), and the FANNIN COUNTY CHAMBER OF COMMERCE, INC., a Georgia non-profit corporation, acting by and through its duly authorized Chairman and Secretary (the "Chamber").

WITNESSETH:

WHEREAS, prior to and effective on November 1, 2014, the City adopted an ordinance (the "Ordinance") levying a tax of 5% pursuant to O.C.G.A. 48-13-51 (the "Tax") to be applicable for the time period of this Agreement and on and after September 13, 2016;

WHEREAS, the provision of O.C.G.A. 48-13-51 and the Ordinance require that forty percent, being 2% of the 5% of the amount of the Tax collected by the City (the "Restricted Tax Funds") be expended for the promotion of tourism, convention and trade shows in the City of Blue Ridge, Georgia;

WHEREAS, the provisions of O.C.G.A. 48-13-51 permit expenditures of the Tax Funds to be made through a contract or contracts with a "destination marketing organization", a private sector nonprofit organization exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area and provide visitor assistance and support as needed.

WHEREAS, the Chamber is a private sector non-profit organization as defined above and meets all other necessary and reasonable requirements to qualify as an appropriate entity to make expenditures of the Tax Funds;

WHEREAS, the City and the Chamber share a common vision of a progressive community with balanced economic growth, to include a diversity of quality business, industry and tourism, which will provide for greater local employment opportunities;

WHEREAS, the City desires to encourage and promote economic growth in the City of Blue Ridge by the attraction of additional tourism, trade shows, and conventions and wishes to advertise, promote and encourage the use of all facilities and businesses related to tourism, trade shows, and conventions, both public and private, located within the City, thereby increasing the City's revenues and creating employment opportunities within the City;

WHEREAS, after careful consideration, the City has determined that the Chamber can substantially assist the economic growth of the City through a vigorous, organized and funded program to promote tourism, trade shows, and conventions in a manner consistent with the performance of the Chamber's tax-exempt activities;

WHEREAS, previously the City has contracted with the Chamber to make expenditures of the Tax Funds in a manner consistent with the applicable provisions of O.C.G.A. 48-13-51, et seq., and the Chamber has done so; and

WHEREAS, the City has determined that it is in the best interest of the economic development of the City, especially in the area of tourism, to contract with the Chamber to promote tourism on a regular basis;

WHEREAS, the City has determined that it is in the best interest of its citizens to continue its contractual relationship with the Chamber as its designated destination marketing organization regarding the expenditures of the Restricted Tax Funds.

NOW THEREFORE, in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, and the mutual covenants set forth below, the City and the Chamber agree as follows:

1. The City shall pay to the Chamber all Restricted Tax Funds due to it during the Initial and any Renewal Terms of this Agreement (as defined below) and such sums shall be expended by the Chamber for the purpose of promoting tourism, conventions and trade shows in the City of Blue Ridge by projects, events or promotions. The Tax Funds collected by the City shall be paid to the Chamber quarterly, to fund the designated projects, events or promotions. Any penalties and interest assessed for the late payment of the Tax shall be retained by the City.
2. The Chamber shall submit to the City a proposed budget for the expenditure of the Tax Funds to be collected during the Initial and any Renewal Term. Such budget may provide for the use of the Tax Funds to facilitate the promotion of tourism, trade-shows and conventions in the City of Blue Ridge, Georgia. Such budget may be used for advertising purposes; including, but not limited to, the placing of such information in print, radio, television, and Internet or other electronic media and the installation of interactive and other types of kiosks at various places in the City of Blue Ridge, Georgia, as to said projects, events or promotions. Such budget shall also provide for the use of the Tax Funds for the above purposes with respect to the incorporated area of the City of Blue Ridge and for the incidental benefit of the unincorporated area of Fannin County, Georgia.

The Chamber shall maintain accurate records of the expenditure of the Tax Funds, in accordance with generally accepted accounting principles and in accordance with the requirements of O.C.G.A. 48-13-51(a)(9). All such records shall be made available for inspection and audit by the City at any time upon not less than three (3) days prior written notice. Any such inspection and audit shall be done during the Chamber's normal business hours and in a manner that does not unreasonably disrupt the activities of the Chamber. The Chamber shall cause an annual independent financial review of its expenditures of the Tax Funds to be conducted within ninety (90) days after the end of the Initial and any Renewal Term, the results of which independent financial review shall be provided to the City within ten (10) days of its completion. Such independent financial review shall focus on verifying that the Chamber has expended the Tax funds in conformity with the provisions of this Agreement and O.C.G.A. 48-13-51, et seq. The cost of such independent financial review may be paid from the Tax Funds. If it is determined that any of the Tax Funds have not been expended in accordance with the provisions of this Agreement or O.C.G.A. 48-13-51, et seq., the amount of any such inappropriate expenditure will be paid to the City by the Chamber to be re-appropriated by the City for an appropriate purpose under O.C.G.A. 48-13-51, et seq.

4. In addition to the annual independent financial review referred to in paragraph 3 above, the Chamber shall, commencing on April 1, 2015, and continuing on a quarterly basis thereafter during the Initial and Renewal Term of this Agreement, make a written summary report to the members of the City Council on the activities of the Chamber relating to the promotion of tourism, trade shows, and conventions and the expenditures of the Tax Funds made in connection therewith during the preceding quarter. The original of this quarterly report shall be submitted to the office of the City Council and a copy of this report shall be delivered to each of the individual members of the City Council.
5. The Chamber agrees to establish, as a standing committee, a Tourism Committee with members appointed thereto who reflect the Chamber membership, as well as other organizations, in order to promote and market tourism and other tourism-dependent services and businesses within the City of Blue Ridge and also within Fannin County.
6. The Chamber shall indemnify and hold harmless the City from and against any and all claims, loss, damage, injury, and other liability however caused resulting from, arising out of, or in any way connected with, the activities of the Chamber and its officers, directors, employees, Agreement; provided, however, that this indemnity obligation shall not

apply to any such claim, loss, damage, injury or other liability resulting from, or arising out of, the sole negligence or other wrongful conduct of the City, or its officers, employees, agents, or other authorized representatives.

7. This Agreement shall not be deemed to create any relationship between the City and the Chamber other than that of a principal and independent contractor, respectively. In particular, the parties acknowledge that the Chamber has funding independent of the Tax Funds and that the Chamber and its President shall be free to engage in activities other than those set forth in this Agreement, including, but not limited to, activities that might be improper and inappropriate for a public entity such as the City. In addition, this Agreement shall not be deemed or interpreted to place any restrictions on the activities of any members of the board of directors of the Chamber or its individual members, other than those necessary for the relationship between the City and the Chamber to comply with the applicable provisions of O.C.G.A. 48-13-51, et seq.
8. This Agreement shall be effective from September 13, 2016 until September 12, 2017 (the "Term") if not sooner terminated in accordance with the provisions set forth below. Thereafter, this Agreement shall be automatically renewed for three (3) additional one-year periods (the "Renewal Terms"), unless the City gives written notice to the Chamber of its intent not to renew this Agreement at least six (6) months before the end of the Term or a subsequent Renewal Term, as the case may be. In the event that the City elects not to renew this Agreement, the City shall remain obligated to deliver Tax Funds to the Chamber after the expiration of the Initial or first Renewal Term, as the case may be, in the amount required to fully pay for actual costs incurred or committed to by the Chamber for projects, events or promotions designated by the City Council under this Agreement prior to receiving notice of the City's intent not to renew this Agreement; provided, however, that the City shall have no such obligation with respect to expenditures by the Chamber for personnel.
9. In the event of a default by a party to this Agreement in the performance of any of its obligations under the Agreement during either the Term or any Renewal Term, the other party to this Agreement shall give written notice to the defaulting party of the breach, which notice shall specify the nature of the breach and any actions required to cure the breach. If the defaulting party does not cure the specified breach or initiate steps reasonably intended to cure such breach within 30 days of the receipt of such notice, the other party may terminate this Agreement by written notice to that effect delivered to the defaulting party. Any such early termination of this Agreement shall not relieve or impair the obligations of

either party under this Agreement that have arisen or accrued prior to the effective date of its termination. Without limiting the generality of the foregoing, the provisions of Paragraph 1, 3, 4, and 5 of this Agreement shall survive its termination until the obligations imposed by those provisions have been fully satisfied by the party in question. For example, the Chamber shall continue to be obligated to use the Tax Funds received by it in the manner specified in this Agreement until all such funds have been fully expended, and the City shall continue to be obligated to deliver Tax Funds to the Chamber to the extent necessary to pay for actual costs incurred or committed to by the Chamber for the designated projects, events or promotions under this Agreement prior to the effective date of its termination.

10. Time is of the essence under this Agreement.
11. Any notice or other documents to be given or delivered under this Agreement by any party to any other party shall be in writing and shall be delivered personally or sent by registered or certified United States Mail, return receipt requested, postage pre-paid, to the following addresses:

City: The City of Blue Ridge
 480 West First Street
 Blue Ridge, Georgia 30513
 Attention: City Clerk

Chamber: Fannin County Chamber of Commerce
 P.O. Box 1689
 152 Orvin Lance Drive
 Blue Ridge, Georgia 30513
 Attention: President

Mailed notices shall be effective on the date the party to whom the notice is given signs or refuses to sign the postal receipt for the notice.

Personally delivered notices shall be effective on the date they are tendered to the party to whom the notice is given.

12. This Agreement shall be executed in duplicate, any one of which documents may be used for any purposes for which an original of it may be used. One duplicate original of this Agreement shall be retained by the City and one duplicate original of this Agreement shall be retained by the Chamber.
13. This Agreement shall not be assigned, sublet, or transferred, in whole or in part, by the Chamber without the prior written consent of the City Council.

14. The provisions of this Agreement cannot be altered, amended, repealed or otherwise modified, except by a writing that has been duly authorized and signed by all the parties to it. In addition, no waiver or renunciation of the rights given to the parties by the provisions of this Agreement can occur, except by means of a writing duly authorized and signed by the party to be bound by such waiver or renunciation.
15. This Agreement represents the entire agreement between the parties to it, any and all prior or contemporaneous representations, understandings, or promises, whether written or oral, are deemed to have been merged into the provisions of this Agreement. This Agreement supersedes and replaces all previous agreements between the parties to it relative to the subject matter of this Agreement.
16. If it should appear that any of the provisions of this Agreement are in conflict with any statute, rule, or regulation of the State of Georgia, any such provision shall be deemed inoperative and null and void in so far as it may be in conflict with any such statute, rule, or regulation and the provisions of this Agreement shall be deemed to be modified to conform the requirements of such statute, rule or regulation, including, but not limited to, O.C.G.A. 48-13-51, et seq. the rights and obligations of the parties to this Agreement shall be construed according to, and otherwise governed by the laws of the State of Georgia.
17. Approval of this contract was made by a vote of the City Council had on _____.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement on the dates indicated below:

CITY:

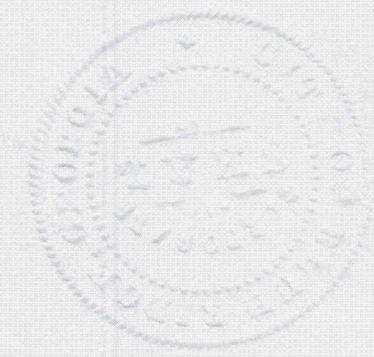
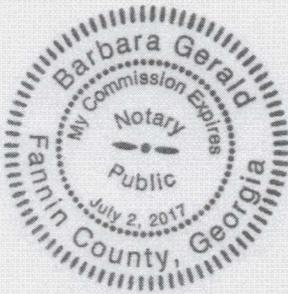
CITY OF BLUE RIDGE, GEORGIA, a
Political Subdivision of the State of Georgia

By: *Donna Whitener*
Mayor Donna Whitener

Attest: *Kelsey Ledford*
Kelsey Ledford, City Clerk

Alicia Stewart
Witness

Barbara Gerald
Notary Public



CHAMBER:

FANNIN COUNTY CHAMBER OF
COMMERCE, INC., a Georgia non-profit
Corporation

By: _____
Chairman, Board of Directors

Attest: _____
Secretary

Witness

(Corporate Seal)

Notary Public

Date Executed: _____



Sales Representative
 Hasley Recreation, Inc.
 P.O. Box 489
 Flowery Branch, GA 30542
 Phone: (770) 965-4042

Equipment Quotation

Quote Number: 19160477
Quote Date: 08/25/2016
Customer Number
Terms of Sale: Net 30
Customer Class:
Shipping Method: Miracle
Freight Terms: Prepaid
Approximate Ship Date:
Cust PO Num:

Prepared For: CITY OF BLUE RIDGE
 480 WEST FIRST STREET
 BLUE RIDGE, GA 30513

PO Remittance (if other than Sales Representative):

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

Payment Remittance: Miracle Recreation Equipment Company
 PO Box 204757, Dallas, TX 75320-4757

Payment/Accounting Contact:

Shipping/Delivery Contact:

Quantity	Item Number	Description	Price Each	Price Total
1	BRP10SWG	BLUE RIDGE PLYGRD W/ TEN SPIN, SWNGS & BORDER	\$64,089.20	\$64,089.20
			Equipment Total:	\$64,089.20
			Freight:	\$4,696.00
			Installation:	\$20,145.00
			Other Charge:	\$8,314.00
			Grand Total:	\$97,244.20

Notes:
 OTHER CHARGE: CERTIFIED WOOD PLAYGROUND MULCH PROVIDED AND INSTALLED // INSTALLATION IS PERFORMED BY A THIRD PARTY NPSI CERTIFIED PLAYGROUND INSTALLER

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 19160477 **Quote Date:** 08/25/2016 **Equipment Total:** \$64,089.20 **Grand Total:** \$97,244.20

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY		
By: _____		Date: _____

ADDITIONAL TERMS CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

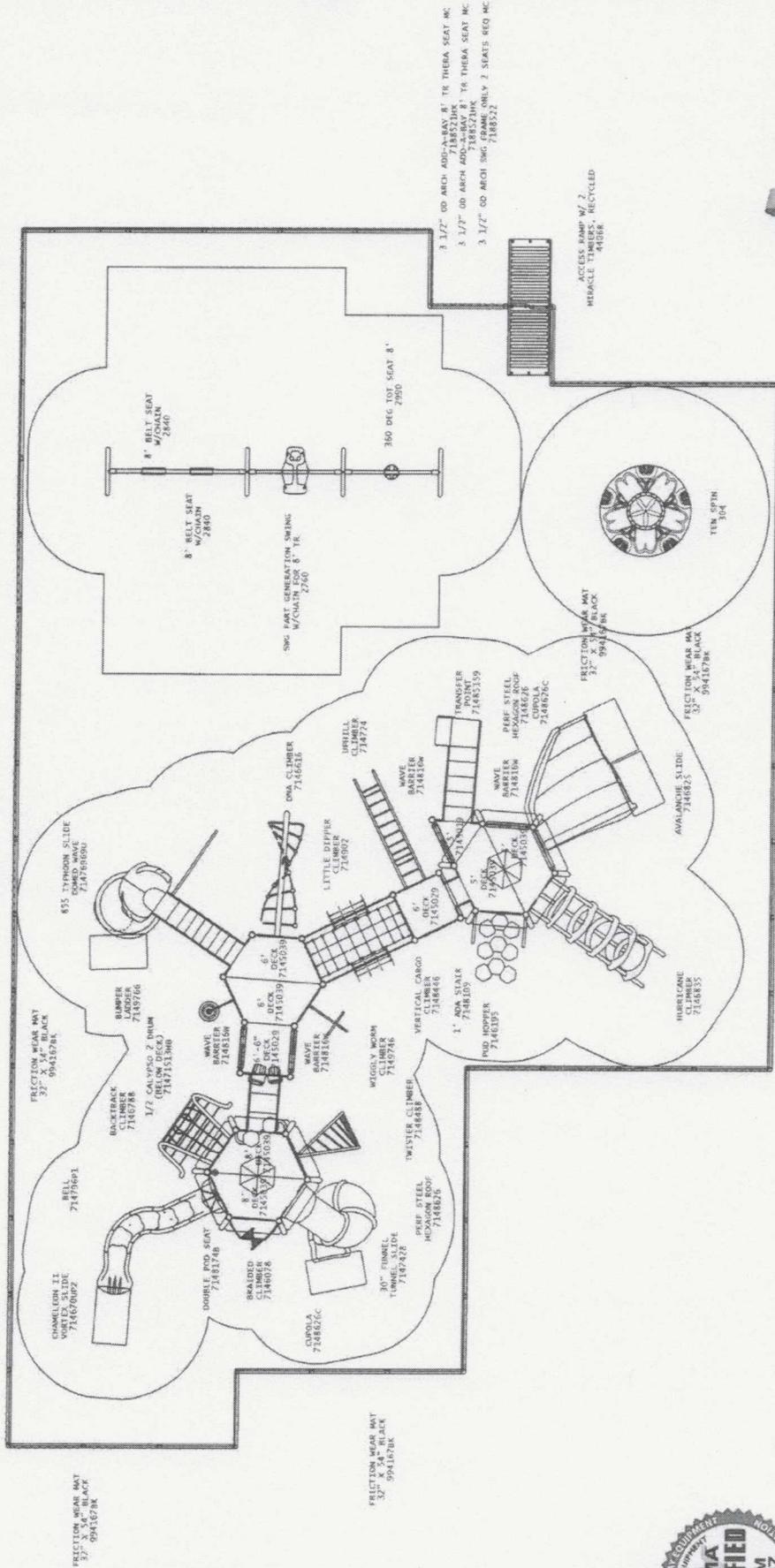
8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Concept 5 with Ten Spin and Swings Blue Ridge, GA

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 15
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQD 9
 1 REQD 10
 2 REQD 11
 3 REQD 12
 GROUND LEVEL ACTIVITY TYPE:
 4 REQD 3
 5 REQD 4
 6 REQD 5



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
 AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.



19_42604451149

HASLEY RECREATION, INC.
 PHONE NO. (770) 965-4042
 P.O. Box 489
 Flowery Branch, GA
 FAX NO. (770) 936-1970

COMPLIES TO ASTM/CPSC

GROUND SPACE: 71'-0" x 48'-0"
 PROTECTIVE AREA: 96'-6" x 60'-0"

COMPLIES TO ADA

DATE: 8/18/2016

DRAWN BY: Eric Hasley

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
September 13, 2016 at 6:00 p.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
Rhonda Thomas
City Clerk Kelsey Ledford
City Clerk Backup/Trainee Sally Smith

Absent: Mayor Donna Whitener
Council Member Bruce Pack

1) Call Meeting to Order:

Council Member Rhonda Thomas made motion to call the meeting to order. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Police Chief Johnny Scearce offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Pro Tem Rodney Kendall announced that a copy of the rules of procedures was available at the Council desk.

a) Council Member Angie Arp discussed some proposed changes. She then made a motion to approve the proposed changes to the Council Meeting Rules of Procedures Policy. The motion was seconded by Mayor Pro Tem and Council Member Rodney Kendall. The Council voted 4-0. Motion carried. The revised policy is attached.

4) Approval of Minutes:

a) Council Member Angie Arp made a motion to approve the August 2, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

b) Council Member Angie Arp made a motion to approve the August 9, 2016 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

c) Council Member Angie Arp made a motion to approve the August 26, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0 with Council Member Rhonda Thomas abstained.

City of Blue Ridge

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5) Downtown City Park/Arts in the Park-Nichole Potzauf and Melony Rothschild:

Melony Rothschild and Nichole Potzauf spoke on behalf of the Blue Ridge Mountain Arts Association in regards to the 2016 Fall Arts in the Park. They addressed their concerns about the new playground equipment interfering with their vendor/event map for their 2016 Fall Arts in the Park event. They were present to request that the Council postpone installing the playground equipment until after their event. While discussing their concerns the allotted five minute time limit expired. Council Member Rhonda Thomas made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Ms. Potzauf continued to give a brief history of Arts in the Park. Council Member Angie Arp began to give a history of the playground remodeling by reading some meeting minutes dating back to December 2015. Council Member Rhonda Thomas explained that she had been in contact with Miracle and they informed her that they are unable to postpone the installation of the equipment. She also explained that Mr. Jordan with the Vaughn Jordan Foundation had informed her that he did not want to take the grant away from the City but wanted the money spent on sod, etc. that would be removed from the park to be put back into the park. There was some discussion of forming a committee to decide the best location for the playground equipment. Council Member Rhonda Thomas made a motion to postpone the installation of the playground equipment until a later date and to form a committee consisting of a representative of the Chamber of Commerce, Council Members Angie Arp and herself, Blue Ridge Mountain Arts Association representative Nichole Potzauf and Blue Ridge Business Association representative Cesar Martinez. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

6) Security Camera Quotes-Britton Quintrell:

Britton Quintrell presented the Council with updated quotes that included a discounted price since he became a dealer for Supercircuits. The allotted five minute time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. After some discussion of the Council, Council Member Rhonda Thomas made a motion to accept the quotes from Mr. Quintrell for City Hall, City Park, Pool and Shop, and Downtown Park if the Finance Director can find the funds to purchase the security systems. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. (Quotes attached)

7) Soil Erosion and Sedimentation Control Ordinance (Second Reading and Adoption):

Council Member Angie Arp made a motion to accept the second reading and adopt the Soil Erosion and Sedimentation Control Ordinance (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

City of Blue Ridge

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- 8) Motion to make a minor map amendment to the Future Land Use Map/plan as to 51 Ada Street and 215 River Street from medium density residential to limited commercial:
Council Member Angie Arp made a motion to make a minor map amendment to the Future Land Use Map/plan as to 51 Ada Street and 215 River Street from medium density residential to limited commercial. The motion was seconded by Council Member Rodney Kendall. The Council voted 3-1, with Council Member Rhonda Thomas opposed. Motion carried.
- 9) Rezoning Ordinance for the Ada Street, LLC Property (First Reading):
Mayor Pro Tem Rodney Kendall read the first paragraph of the Rezoning Ordinance for the Ada Street, LLC Property, located at 51 Ada Street and 215 River Street. Council Member Angie Arp made a motion to accept the first reading. The motion was seconded by Council Member Harold Herndon. The Council voted 3-1, with Council Member Rhonda Thomas opposed. Steve Oyer stood up and asked the City Clerk for a copy of the ordinance. Mr. Oyer then made comments regarding a potential future lawsuit and left the meeting.
- 10) Sidewalk Ordinance (proposed amendment):
Mayor Pro Tem Rodney Kendall read an email from Zoning Administrator Roy Parsons (attached). There was some brief discussions before Council Member Angie Arp made a motion to table the topic. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.
- 11) Fannin County Board of Commissioners and Board of Education Agreement:
Council Member Angie Arp discussed an email sent from Attorney David Syfan and then proceeded to read the email (attached). She then explained that she was not opposing the school resource officer (SRO) program but explained that the City has needs and spending extra taxpayer money to fund the SRO program was not fair to the City residents. Council Member Angie Arp made a motion to review the City's finances prior to recommitting the City and to terminate the current contract by October 1, 2016. The motion was seconded by Council Member Harold Herndon. The Council voted 3-1, with Council Member Rhonda Thomas opposed. SRO Darvin Couch and Principal Shannon Miller made comments from the floor and spoke in favor of the SRO program. After some discussion of the Council, Mr. Couch and Ms. Miller, Council Member Angie Arp made a motion to resend her previous motion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to keep the contract in place but to negotiate the terms prior to the renewal. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

City of Blue Ridge

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12) Memorandum of Understanding between the City of Blue Ridge and the Fannin County Health Department for the Annual Flu Drive at the Farmer's Market:

Council Member Rhonda Thomas made a motion to approve the Memorandum of Understanding (attached). The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

13) 2016-2017 Propane Gas Quotes (Appalachian Propane & Ferrellgas Propane Supply):

The City of Blue Ridge received two quotes for propane gas (attached). Council Member Angie Arp made a motion to accept the quote from Appalachian Propane. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0, with Council Member Rhonda Thomas abstained.

14) Johnson Paving Quote No. 4826 Approval for Trackside Lane (Damage Done in December 2015, the City has received Grant Funds already):

The City of Blue Ridge received quote no. 4826 from Johnson Paving in the amount of \$8,800.00 for damages to be repaired on Trackside Lane (attached). Council Member Angie Arp made a motion to approve the quote. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

15) Limited Parking:

Council Member Angie Arp brought up the issue of limited parking downtown and asked the Council to consider paid/limited parking. She referenced an email forwarded from Jan Hackett a representative from the Chamber of Commerce. Situations were discussed about the train riders taking up parking spaces for several hours and an RV taking up 17 parking spaces one day. The Council discussed patrol options with Police Chief Johnny Searce. The allotted five minute time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. Cesar Martinez spoke from the floor and the Council discussed the possibility of issuing parking permits to businesses downtown when they purchase their business licenses and requiring the employees to park in the designated free parking areas. The allotted two minute time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. The Council continued to discuss the parking situation before the time limit expired again.

16) Water Plant Project:

Mayor Pro Tem Rodney Kendall discussed some concerns with the Water Plant Project. He explained that the project was a year behind schedule, a leak has been discovered at the sediment basins, and sludge removal was about to begin, among other concerns. Mayor Pro Tem Rodney Kendall made a motion to hold the contractors final draw request until the Council

City of Blue Ridge

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approved payment. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

17) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez addressed his concerns with signing the temporary construction easement for the East Main Street project. This easement was given to all property owners on East Main Street. City Clerk Kelsey Ledford explained that she would schedule a meeting with the City Engineer Matt Smith and that Mr. Martinez would be invited. The allotted five minute time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes. The motion was seconded by Council Member Rhonda Thomas. The Council vote 4-0. Motion carried. Mr. Martinez proceeded to discuss Light Up Blue Ridge and Safe Zone. The time limit expired. Mayor Pro Tem Rodney Kendall agreed to meet with Mr. Martinez and discuss both events.

18) Executive Session—Personnel:

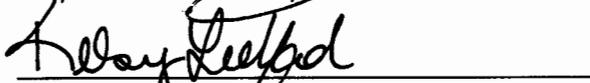
Council Member Rhonda Thomas made a motion to close the meeting for an executive session. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to open the meeting back up. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to hire Alex Deyton as a full-time Police Officer. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to hire William Brackett, Justin Alexander and Peter Kusek as part-time Police Officers. The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to promote employee Kim Keenan to the Assistant Park Supervisor position while remaining Mapping Clerk. The motion included Ms. Keenan having a \$13.00/hour pay rate. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to remove Vance Allen from his probationary period and give him a \$1.50/hour raise to bring him to the current pay scale. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

19) Adjournment:

Council Member Harold Herndon made a motion to adjourn the meeting. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Meeting adjourned.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford

October 11, 2016

Approved

Blue Ridge City Council Meeting Rules of Procedure

The purpose of having City Council Meeting Rules of Procedure is to ensure that the elected governing body of the City of Blue Ridge can effectively conduct official city business in a productive, formal and timely manner.

City Council Meetings

This City Council Meeting Rules of Procedure policy shall apply to all meetings held by the Blue Ridge Mayor and City Council, including but not limited to, workshops, regular scheduled meetings, special called meetings or public meetings. The following meeting procedure rules shall be followed:

The Agenda

Meeting Rules of Procedure for Agenda Items are listed as follows:

- a. Agenda items referenced to in the following rules, include all items listed on the agenda including Mayor and Council Reports. Public Comment rules and requirements are listed under Public Comments.

- b. The mayor and council shall make every attempt to have agenda items on the agenda within (7) calendar days of the meeting. However, if the mayor or council deems necessary to add to the agenda within (7) calendar days of the meeting they may do so.

- c. The agenda shall be posted (7) calendar days in advance of the meeting at the City Hall and in the event the agenda changes will be revised and posted upon the revision.

- d. Agenda items shall be listed in the appropriate category and listed in the following order, however if deemed necessary may be adjusted at the discretion of the city clerk:
 1. Call Meeting to Order
 2. Prayer and Pledge of Allegiance
 3. Council Meeting Rules of Procedures (to be presented at each meeting by City Clerk)
 4. Approval of Minutes from Previous Meeting (if minutes are completed and available)
 5. Action Agenda Items (Items requiring the approval of the council)
 6. Purchasing Approvals
 7. Discussion Agenda Items (Items for discussion only)
 8. Public Comments
 9. Executive Session (if needed)
 10. Adjournment

- e. The Mayor or a Council Member may add an item to the agenda, but must specify to the city clerk if the item is an action item or a discussion item. Mayor and Council Reports must be specific as to what is to be discussed. Mayor and Council Reports shall not be allowed on the agenda unless the subject is specified. All agenda items shall be introduced in order by the Mayor. For agenda items requiring a vote, once the agenda item has been introduced, a motion shall be called by a council member, if another council member does not call for a second, the mayor shall ask for a second. There shall be no discussion or comments permitted by the mayor or council until a motion and a second has been made on the item introduced. If the motion does not receive a second on the first request by the mayor, the motion will not be considered and no discussion will be permitted. If the motion gets a second and the council chooses to have discussion, the maximum of (5) minutes will be permitted. The mayor or a council member may call for a vote on the motion after discussion or any time during the

discussion period. A council member may call for a vote on the motion by stating "I call the question". All discussion must stop and the motion must come to a vote immediately, once a call for a vote has been made. All agenda items with no representative or individual listed, must be restricted to a maximum of (5) minute discussion between the mayor and council per agenda item. If more discussion time is deemed necessary, an additional (2) minutes per agenda item shall be permitted by the majority vote of the council.

f. Any representative or individual that is directly involved with city business, that request to be on the agenda shall be required to submit their name and the city business topic to the city clerk at least (5) calendar days prior to the meeting. All agenda items that have a representative to speak on behalf of a subject, will be restricted to a maximum of (5) minutes to speak. After the representative speaks the mayor and council shall be allowed to have discussion for a maximum of (5) minutes per agenda item. If the council needs more information from the representative, an additional (2) minutes per agenda item shall be permitted by the majority vote of the city council. After the timed discussion, a council member may call for a motion if deemed necessary and the above stated procedures in section (e) shall apply.

g. If the mayor or a council member believes that the City Council Meeting Rules of Procedure have been violated, at the time of the violation, the mayor or council member shall call for a "point of order". Once a point of order is called, the member calling the point of order must state the point of order. The decision to accept the point of order must be by the majority vote of the council. If the majority vote of the council determines that there has been a violation of the rules raised by the point of order, a correction shall immediately be made. If the mayor opposes the decision of the majority vote of the council and refuses to correct the point of order, the council by the majority vote, shall call for the Mayor Pro Tem to correct the rule violation. The meeting shall not proceed until the rule violation has been corrected.

Public Comments

The following Meeting Rules of Procedure listed shall be followed for all public comments allowed at Blue Ridge City Council meetings including workshops, regular scheduled meetings, and public meetings:

a. All members of the public requesting to address the City Council shall be required to submit their name and the specific topic to the city clerk at least (5) calendar days prior to the meeting. Individuals will be permitted a maximum of (5) minutes to make their comments; all comments shall be limited to the specific topic listed on the agenda. Such time allotment shall not be transferred to other individuals.

b. Public comments shall be permitted at the end of the meeting for those that are not listed on the agenda, but request to speak about an item on the current agenda. A maximum of (2) minutes per individual shall be allowed. An overall maximum time limit of (10) minutes will be allowed for this portion of public comments.

c. Public comments are only permitted at the end of the meeting just prior to adjournment, and only by individuals that are listed on the agenda.

d. Public comments shall not be intended for question and answers for the mayor and council. The Mayor or Council Members shall not engage in responding to comments or questions brought forth by individuals under the Public Comments section of the agenda.

e. Only one spokesperson per topic shall be allowed during Public Comments.

Decorum in Council Meetings

Members of the public must comply with the following rules of decorum:

a. Once a meeting has been called to order there shall be no comments allowed from any member of the public including inappropriate, offensive, impertinent or personal comments to the mayor and council or between individual. There shall be no clapping, cheering, opposition gestures or disruptive actions allowed during the meeting.

Enforcement of the City Council Meeting Rules of Procedure

If the mayor or a council member believes that any individual has violated the City Council Meeting Rules of Procedure, the individual shall be subject to removal of the meeting by the direction of the majority vote of the city council. If the majority vote of the council determines that a violation of the meeting rules has been made by an individual, upon request by the mayor or council, the Chief of Police (or representative) shall remove the individual from the meeting.

Kelsey Ledford

From: Britton Quintrell <britton@quintrell.com>
Sent: Tuesday, September 13, 2016 9:39 AM
To: Kelsey Ledford
Subject: Fwd: Supercircuits - Quote #9227688

This quote is for the actual **city hall**.

----- Forwarded message -----

From: <gentry.smith@scx.com>
Date: Mon, Sep 12, 2016 at 4:17 PM
Subject: Supercircuits - Quote #9227688
To: britton@quintrell.com
Cc: gentry.smith@scx.com



**DEALER
PROGRAM**



Call us today at 866.542.3453

Dear Britton Quintrell,

PO/Job:

Below is a detailed summary of the security equipment quoted for your project.

As you pursue your project, please remember to take advantage of our dealer resources - including sample video, live demonstrations, and product slicks - branded for your company!

Our goal is to continue to protect you when presenting quotes to your customers. When quoting to your end user, make sure to use the Dealer Part Number, which will not track back to Supercircuits online.

Details for Supercircuits Quote #9227688:

SKU	Dealer Part #	Description	Quantity	Price	Total
ALI-NVR5216P4TB	XD-ALPR10023	16CH NVR, 1.5U, 16 Port PoE, 160Mbps, 1.5U with 4TBHDD	1	\$699.29	\$699.29

ALI- NS1014VRB	XD- ALPC10036	4MP IR WDR Fixed IP Dome Camera, 4MM, Black Housing	16	\$119.99	\$1,919.87
CAB-CAT5- 1000E	XD- NBNA10023	1000Foot CAT5 24AWG Cable CCA	1	\$61.79	\$61.79
RJ45BAG	XD- NBAA15312	RJ45 Ethernet Connectors CAT5 - 100pc Bag	1	\$5.87	\$5.87

Subtotal: \$2,686.82

Shipping: \$36.35

Tax: \$0.00

Total: **\$2,723.17**

If you would like to place your order, or if have any further questions, please don't hesitate to call or email me directly at:

Phone: [512-427-8438](tel:512-427-8438)

Email: gentry.smith@scx.com

Fax: [866-936-7257](tel:866-936-7257)

Thank you for your business.

Sincerely,

Gentry Smith

www.sctechnologies.com

Real-Time Pricing

Our dealer partners count on us to deliver the absolute best value available... And we don't feel that it's a good use of your time to constantly check our prices against the competition. So we're doing it for you!

OUR COMMITMENT: We will ALWAYS offer a competitive pricing advantage.

HOW WE DO IT... Every day, we shop our competitors*, and adjust our prices on like products to beat them!

SEE A BETTER PRICE? Call us! And we'll match it - or better it!

GO ONLINE! Log in to your dealer account for your real-time **LOWEST PRICES!**

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**Competitors are defined in collaboration with our Certified Dealer Partners. Competitive products are comparable in specification, function and warranty. Competitive suppliers offer value-added services, such as inventory management, technical support, and returns management.*

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Free unlimited tech support. Guaranteed low prices. Call **800.822.3333** today!

--
Britton Quintrell

Owner- Quintrell Studios

[Quintrell Aerial Studio's Facebook Page](#)

Website: www.getphotographed.net

Owner- Integrity Lawn Care

[Integrity Lawn Care's Facebook Page](#)

Owner- Quintrell Surveillance Professionals

Kelsey Ledford

From: Britton Quintrell <britton@quintrell.com>
Sent: Tuesday, September 13, 2016 9:42 AM
To: Kelsey Ledford
Subject: Fwd: Supercircuits - Quote #9227690

This quote is for the City Park (Baseball fields), the pool, and the city garage.

----- Forwarded message -----
From: <gentry.smith@scx.com>
Date: Mon, Sep 12, 2016 at 4:18 PM
Subject: Supercircuits - Quote #9227690
To: britton@quintrell.com
Cc: gentry.smith@scx.com



Call us today at 866.542.3453

Dear Britton Quintrell,

PO/Job:

Below is a detailed summary of the security equipment quoted for your project.

As you pursue your project, please remember to take advantage of our dealer resources - including sample video, live demonstrations, and product slicks - branded for your company!

Our goal is to continue to protect you when presenting quotes to your customers. When quoting to your end user, make sure to use the Dealer Part Number, which will not track back to Supercircuits online.

Details for Supercircuits Quote #9227690:

SKU	Dealer Part #	Description	Quantity	Price	Total
ALI-NVR3308P2TB	XD-ALPR10020	8CH NVR, 8 Port PoE, 50Mbps, 1U with 2TBHDD	1	\$284.79	\$284.79

ALI- NS1014VRB	XD- ALPC10036	4MP IR WDR Fixed IP Dome Camera, 4MM, Black Housing	8	\$119.99	\$959.94
CAB-CAT5- 1000E	XD- NBNA10023	1000Foot CAT5 24AWG Cable CCA	1	\$61.79	\$61.79
SHIP CREDIT \$0.01	XD- YYNH10150	Discount on Shipping to Customer	2813	\$-0.01	\$-28.13

Subtotal: \$1,278.39

Shipping: \$28.13

Tax: \$0.00

Total: **\$1,306.52**

If you would like to place your order, or if have any further questions, please don't hesitate to call or email me directly at:

Phone: 512-427-8438

Email: gentry.smith@scx.com

Fax: 866-936-7257

Thank you for your business.

Sincerely,

Gentry Smith

www.sctechnologies.com

Real-Time Pricing

Our dealer partners count on us to deliver the absolute best value available... And we don't feel that it's a good use of your time to constantly check our prices against the competition. So we're doing it for you!

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HOW WE DO IT... Every day, we shop our competitors*, and adjust our prices on like products to beat them!

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Free unlimited tech support. Guaranteed low prices. Call **888.343.3435** today!

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Britton Quintrell

Owner- Quintrell Studios

[Quintrell Aerial Studio's Facebook Page](#)

Website: www.getphotographed.net

Owner- Integrity Lawn Care

[Integrity Lawn Care's Facebook Page](#)

Owner- Quintrell Surveillance Professionals

Kelsey Ledford

From: Britton Quintrell <britton@quintrell.com>
Sent: Tuesday, September 13, 2016 9:43 AM
To: Kelsey Ledford
Subject: Fwd: Supercircuits - Quote #9227691

This quote is for the **downtown park (where restrooms / landscaping is).**

----- Forwarded message -----

From: <gentry.smith@scx.com>
Date: Mon, Sep 12, 2016 at 4:18 PM
Subject: Supercircuits - Quote #9227691
To: britton@quintrell.com
Cc: gentry.smith@scx.com

DEALER PROGRAM



Call us today at 866.542.3453

Dear Britton Quintrell,

PO/Job:

Below is a detailed summary of the security equipment quoted for your project.

As you pursue your project, please remember to take advantage of our dealer resources - including sample video, live demonstrations, and product slicks - branded for your company!

Our goal is to continue to protect you when presenting quotes to your customers. When quoting to your end user, make sure to use the Dealer Part Number, which will not track back to Supercircuits online.

Details for Supercircuits Quote #9227691:

SKU	Dealer Part #	Description	Quantity	Price	Total
ALI-NVR3304P2TB	XD-ALPR10017	4CH NVR, 4 Port PoE, 25Mbps, 1U with 2TBHDD	1	\$220.79	\$220.79

ALI-NS1014VRB	XD- ALPC10036	4MP IR WDR Fixed IP Dome Camera, 4MM, Black Housing	4	\$119.99	\$479.97
CAB-CAT5- 1000E	XD- NBNA10023	1000Foot CAT5 24AWG Cable CCA	1	\$61.79	\$61.79
SHIP CREDIT \$0.01	XD- YYNH10150	Discount on Shipping to Customer	2437	\$-0.01	\$-24.37

Subtotal: \$738.18

Shipping: \$24.37

Tax: \$0.00

Total: **\$762.55**

If you would like to place your order, or if have any further questions, please don't hesitate to call or email me directly at:

Phone: 512-427-8438

Email: gentry.smith@scx.com

Fax: 866-936-7257

Thank you for your business.

Sincerely,

Gentry Smith

www.sctechnologies.com

Real-Time Pricing

Our dealer partners count on us to deliver the absolute best value available... And we don't feel that it's a good use of your time to constantly check our prices against the competition. So we're doing it for you!

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SEE A BETTER PRICE? Call us! And we'll match it - or better it!

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Website: www.getphotographed.net

Owner- Integrity Lawn Care

[Integrity Lawn Care's Facebook Page](#)

Owner- Quintrell Surveillance Professionals

FIRST READING August 9, 2016

PASSED September 13, 2016

AN ORDINANCE NO. 2016-09-13

AN ORDINANCE TO REPEAL IN ITS ENTIRETY THE CURRENT SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA, AND TO ADOPT A NEW SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL ORDINANCE FOR THE CITY OF BLUE RIDGE; TO PROVIDE FOR A TITLE OF SAID ORDINANCE; TO PROVIDE FOR DEFINITIONS FOR SAID ORDINANCE; TO PROVIDE FOR EXEMPTIONS TO SAID ORDINANCE; TO PROVIDE FOR MINIMUM REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES; TO PROVIDE FOR AN APPLICATION/PERMIT PROCESS; TO PROVIDE FOR INSPECTION AND ENFORCEMENT OF THE ORDINANCE; TO PROVIDE FOR PENALTIES AND INCENTIVES REGARDING FAILURE TO COMPLY WITH THE ORDINANCE AND ALSO AS TO COMPLIANCE WITH THE ORDINANCE; TO PROVIDE FOR EDUCATION AND CERTIFICATION; TO PROVIDE FOR ADMINISTRATIVE APPEAL AND JUDICIAL REVIEW; TO PROVIDE FOR THE EFFECTIVE DATE OF THE ORDINANCE; TO PROVIDE FOR SEVERABILITY OF THE ORDINANCE; AND TO PROVIDE FOR LIABILITY REGARDING THE ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Blue Ridge has previously adopted a Soil Erosion, Sedimentation and Pollution Control Ordinance in order to regulate land disturbing activity within the City;

WHEREAS, the statutory requirements regarding land disturbing activities have changed and which necessitate the adoption of a new Soil Erosion, Sedimentation and Pollution Control Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY the City Charter and general state law as follows:

SECTION 1. TITLE.

This ordinance will be known as the "City of Blue Ridge Soil Erosion, Sedimentation and Pollution Control Ordinance.

SECTION 2. DEFINITIONS.

1. *Best Management Practices (BMPs):* These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the 'Manual for Erosion and Sediment Control in Georgia' published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

2. *Board:* The Board of Natural Resources.

3. *Buffer:* The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.

4. *Certified Personnel:* A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

5. *Coastal Marshlands:* Shall have the same meaning as in O.C.G.A. § 12-5-282.

6. *Commission:* The Georgia Soil and Water Conservation Commission (GSWCC).

7. *CPESC:* Certified Professional in Erosion and Sediment Control with current certification by EnviroCert, Inc., which is also referred to as CPESC or CPESC, Inc.

8. *Cut:* A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.

9. *Department:* The Georgia Department of Natural Resources (DNR).

10. *Design Professional:* A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professional shall practice in a manner that complies with applicable Georgia law governing professional licensure.

11. *Director:* The Director of the Environmental Protection Division or an authorized representative.

12. *District:* The Blue Ridge Mountain Soil and Water Conservation District.

13. *Division:* The Environmental Protection Division (EPD) of the Department of Natural Resources.

14. *Drainage Structure:* A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.

15. *Erosion.* The process by which land surface is worn away by the action of wind, water, ice or gravity.

16. *Erosion, Sedimentation and Pollution Control Plan:* A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in Section 4.C. of this ordinance.

17. *Fill:* A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.

18. *Final Stabilization*: All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.

19. *Finished Grade*: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

20. *Grading*: Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

21. *Ground Elevation*: The original elevation of the ground surface prior to cutting or filling.

22. *Land-Disturbing Activity*: Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filing of land but not including agricultural practices as described in Section 3, Paragraph 5.

23. *Larger Common Plan of Development or Sale*: A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such

as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

24. *Local Issuing Authority*: The governing authority of the City of Blue Ridge which is certified pursuant to subsection (a) of O.C.G.A. § 12-7-8.

25. *Metropolitan River Protection Act (MRPA)*: A state law referenced as O.C.G.A. § 12-5-440 et. seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

26. *Natural Ground Surface*: The ground surface in its original state before any grading, excavation or filling.

27. *Nephelometric Turbidity Units (NTU)*: Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.

28. *NOI*: A Notice of Intent form provided by EPD for coverage under the State General Permit.

29. *NOT*: A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.

30. *Operator*: The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities

required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.

31. *Outfall:* The location where storm water in a discernable, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

32. *Permit:* The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.

33. *Person:* Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.

34. *Phase or Phased:* Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.

35. *Project:* The entire proposed development project regardless of the size of the area of land to be disturbed.

36. *Properly Designed.* Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.

37. *Roadway Drainage Structure:* A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such

material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

38. *Sediment*: Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.

39. *Sedimentation*: The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

40. *Soil and Water Conservation District Approved Plan*: An erosion, sedimentation and pollution control plan approved in writing by the Blue Ridge Mountain Soil and Water Conservation District.

41. *Stabilization*: The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

42. *State General Permit*: The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et. seq., and subsection (f) of Code Section 12-5-30.

43. *State Waters*: Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely

confined and retained completely upon the property of a single individual, partnership, or corporation.

44. *Structural Erosion, Sedimentation and Pollution Control Practices:* Practices for stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

45. *Trout Streams:* All streams or portions of streams within the watershed as designed by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.gaepd.org. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

46. *Vegetative Erosion and Sedimentation Control Measures:* Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
- b. Temporary seeding, producing short-term vegetative cover; or
- c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

47. *Watercourse*: Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

48. *Wetlands*: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

SECTION 3. EXEMPTIONS.

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. § 12-4-72, "The Georgia Surface Mining Act of 1968";
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities which result in minor soil erosion;
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the

minimum requirements as set forth in O.C.G.A. § 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. § 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the City of Blue Ridge;

5. Agricultural operations as defined in O.C.G.A. § 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed or use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;

6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities

otherwise prohibited in a buffer, as established in paragraph (15) and (16) of Section 4C. of this ordinance, no other land-disturbing activities, except for normal forest maintenance practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three (3) years after completion of such forestry practices;

7. Any project carried out under the technical supervision of the Natural Resources Conservation Service (NRCS) of the United States Department of Agriculture;

8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a large common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one (1) acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the City of Blue Ridge from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;

9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects by the Department of Transportation or the State Road and Tollway Authority which

disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. § 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the City of Blue Ridge, the City of Blue Ridge shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;

10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined by O.C.G.A. § 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the City of Blue Ridge shall enforce compliance with the minimum requirements set forth in O.C.G.A. § 12-7-6 as if a permit has been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

SECTION 4. MINIMUM REQUIREMENTS FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL USING BEST MANAGEMENT PRACTICES.

A. GENERAL PROVISIONS

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section 4B and C of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

B. MINIMUM REQUIREMENTS/BMPs

1. Best management practices as set forth in Section 4B and C of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance

with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6 subsection (b).

2. A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by the City of Blue Ridge or of any state general permit issued by the Division pursuant to subsection (f) of O.C.G.A. § 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a large common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five (5) acres.

3. Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by the City of Blue Ridge or of any state general permit issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.

4. The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.

5. The City of Blue Ridge may set more stringent buffer requirements than stated in C15, and 16, in light of O.C.G.A. § 12-7-6(c).

C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. § 12-7-1, et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
2. Cut-fill operations must be kept to a minimum;
3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;
5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
6. Disturbed soil shall be stabilized as quickly as practicable;
7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;

9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 et. seq.;

10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;

11. Cuts and fills may not endanger adjoining property;

12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;

13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;

14. Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section 4B.2 of this ordinance;

15. Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are

implemented; or where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair; or along any ephemeral stream. As used in this provision, the term "ephemeral stream" means a stream; that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow. Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the

buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossing for sewer lines; and

16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her

own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remain to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines; and

D. Nothing contained in O.C.G.A. § 12-7-1 et. seq. shall prevent the City of Blue Ridge from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section 4B and C of this ordinance.

E. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

SECTION 5. APPLICATION/PERMIT PROCESS.

A. GENERAL

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The City of Blue Ridge shall review the tract to be developed and the area surrounding it. They shall consult the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance and any other ordinances, rules, regulations or permits, which regulate the

development of land within the jurisdictional boundaries of the City of Blue Ridge. However, the owner and/or operator are the only parties who may obtain a permit.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the City of Blue Ridge without first obtaining a permit from the City of Blue Ridge to perform such activity and providing a copy of Notice of Intent submitted to EPD if applicable.

2. The application for a permit shall be submitted to the City of Blue Ridge and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section 5C of this ordinance. Erosion, sedimentation and pollution control plans, together with supporting data, must demonstrate affirmatively that the land-disturbing activity proposed will be carried out in such a manner that the provisions of Section 4B and C of this ordinance will be met. Applications for a permit will not be accepted unless accompanied by two copies of the applicant's erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-.10.

3. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. § 12-5-23, provided that such fees shall not exceed \$80,00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to

subsection (a) of O.C.G.A. § 12-7-8 half of such fees levied shall be submitted to the Division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. § 12-7-17 shall be submitted in full to the Division, regardless of the existence of a Local Issuing Authority in the jurisdiction.

4. Immediately upon receipt of an application and plan for a permit, the City of Blue Ridge shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion, sedimentation and pollution control plan. The District shall approve or disapprove a plan within 35 days of receipt. Failure of the District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the City of Blue Ridge. No permit will be issued unless the plan has been approved by the District, and any variances required by Section 4C 15, 16 and 17 have been obtained, all fees have been paid, and bonding, if required as per Section 5B 6, have been obtained. Such review will not be required if the City of Blue Ridge and the District have entered into an agreement which allows the City of Blue Ridge to conduct such review and approval of the plan without referring the application and plan to the District. The City of Blue Ridge with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the City of Blue Ridge with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.

5. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing the application under consideration, the City of Blue Ridge may deny the permit application.

6. The City of Blue Ridge may require the permit applicant to post a bond in the

form of governmental security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this section or the conditions of the permit after issuance, the City of Blue Ridge may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the City of Blue Ridge with respect to alleged permit violations.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section 5B and C of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. § 12-7-20.

2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the City of Blue Ridge of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid to permit issuance. The permit shall include conditions under which the activity may be undertaken.

2. No permit shall be issued by the City of Blue Ridge unless the erosion, sedimentation and pollution control plan has been approved by the District and the City of Blue Ridge has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section 4C 15, 16 and 17 are obtained, bonding requirements, if necessary, as per Section 5B 6 are met and all ordinances and rules and regulations in effect within the jurisdictional boundaries of the City of Blue Ridge are met. If the permit is denied, the reason for denial shall be furnished to the applicant.

3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.

4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.

5. The permit may be suspended, revoked, or modified by the City of Blue Ridge,

as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.

6. The City of Blue Ridge may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. § 12-7-7(f)(1).

SECTION 6. INSPECTION AND ENFORCEMENT.

A. The City of Blue Ridge will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the City of Blue Ridge shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth

the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If that person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance.

B. The City of Blue Ridge must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975.

C. The City of Blue Ridge shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.

D. No person shall refuse entry or access to any authorized representative or agent of the City of Blue Ridge, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.G.C.A. § 12-7-8(a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.

F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a).

Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any between the district and the governing authority. If such review indicates that the government authority of any county or municipality certified pursuant to O.C.G.A. § 12-7-8(a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. § 12-7-7(e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

SECTION 7. PENALTIES AND INCENTIVES

A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the City of Blue Ridge.

B. STOP-WORK ORDERS

1. For the first and second violations of the provisions of this ordinance, the Director or the City of Blue Ridge shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the

Director or the City of Blue Ridge shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or the City of Blue Ridge shall issue an immediate stop-work order in lieu of a warning;

2. For a third and each subsequent violation, the Director of the City of Blue Ridge shall issue an immediate stop-work order; and;

3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.

4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determination by the City of Blue Ridge or by the Director or his or her Designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the City of Blue Ridge or by the Director or his or her Designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in

the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section 5B 6. The City of Blue Ridge may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, or any permit condition or limitation established pursuant to this ordinance, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in the City charter to the contrary, municipal courts or any court acting as the municipal court, shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

SECTION 8. EDUCATION AND CERTIFICATION.

A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. § 12-7-20.

B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control

activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbing site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.

C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.

D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. § 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. § 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.

SECTION 9. ADMINISTRATIVE APPEAL JUDICIAL REVIEW.

A. ADMINISTRATIVE REMEDIES

The suspension, revocation, modification or grant with condition of a permit by the City of Blue Ridge upon finding that the holder is not in compliance with the approved erosion, sediment and pollution control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the municipal court or other court of competent jurisdiction within 45 days after receipt by the City of Blue Ridge of written notice of appeal.

B. JUDICIAL REVIEW

Any person, aggrieved by a decision or order of the City of Blue Ridge, after exhausting his administrative remedies, shall have the right to appeal denovo to the Superior Court of Fannin County by obtaining a writ of certiorari pursuant to O.C.G.A. § 5-4-1 et. seq. within 30 days of the judgment of the lower court.

SECTION 10. EFFECTIVITY, VALIDITY AND LIABILITY.

A. EFFECTIVITY

This ordinance shall become effective upon passage by the City Council.

B. VALIDITY

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

C. LIABILITY.

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the City of Blue Ridge or District for damage to any person or property.

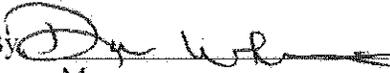
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

3. No provision of this ordinance shall permit any persons to violate the Georgia

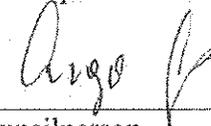
Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

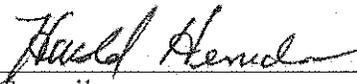
SO ORDAINED, this 13 day of September, 2016.

BLUE RIDGE CITY COUNCIL

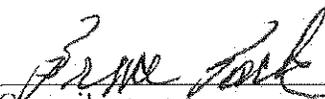
By 
Mayor


Councilperson

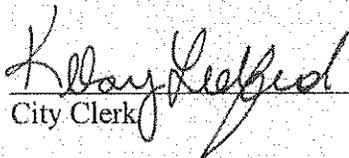

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


City Clerk

RDS/lc/2881/W187410

Kelsey Ledford

From: Roy Parsons
Sent: Friday, September 09, 2016 11:58 AM
To: Donna Whitener; Angie Arp; Rhonda Thomas; Rodney Kendall; Harold Herndon; Bruce Pack
Cc: Kelsey Ledford

Breanne with the Observer has asked about the deck located above the depot that runs parallel with East Main Street. She asked if the Directions Vendor box was legally placed. At first, I thought she was talking about the deck around the depot, but when I visited the site, I found that the box is actually located on the deck above the depot property. I understand that there is some interest in allowing additional areas for the display of vendor boxes, is this a location that you would like to consider for permitting?

I will be notifying the owners of the Directions vendor box to inform them that the public deck area on East Main Street is not an allowed location for the display of vendor boxes. Let me know your thoughts regarding the potential for additional locations for the display of vendor boxes if that is the case. We certainly do not want to create a hardship, real or imagined, on any of our local businesses. An ordinance can be changed if you decide that it is the right thing to do for those that you represent.

I will be out of town next week. If anyone needs to get in touch with me, please call me at 706-618-2470. Have a great weekend.

Roy

Kelsey Ledford

From: R. David Syfan <rds@homlaw.com>
Sent: Monday, September 12, 2016 4:34 PM
To: Donna Whitener; Donna Whitener; Kelsey Ledford; Alicia Stewart
Cc: Rodney Kendall; Rhonda Thomas; Harold Herndon; Bruce Pack; Angie Arp
Subject: FW: Message from "RNP002673AAE6CD"
Attachments: 20160912134724558.pdf

Mayor and everyone:

Attached above is the school resource officer agreement, and which evidently is the current agreement in that it has automatically rolled over since 2014. The current agreement pursuant to its terms, can be terminated, by any entity giving notice to the other parties prior to October 1, as to termination as to the upcoming year of the agreement [2017] and which runs on a calendar year basis.

First, I want to recognize that the City Council, by entering into the agreement did a very noble emotional act of support for the school system. However, if one analyzes the agreement from a fairness viewpoint, then there are some fairness issues raised by the agreement.

First, the legal responsibility of safety for the schools is the legal responsibility of the Fannin County Board of Education, and typically the Boards of Education work safety costs into their budget, and which then every taxpayer in Fannin County helps pay. The taxpayers of Fannin County as to the Fannin County School millage rate would also include the City taxpayers, in that they are residents of Fannin County and would pay the school tax. Therefore, the City taxpayers are already paying once, by their school taxes, to support the school resource officers.

The City taxpayers also pay Fannin County taxes which support the Fannin County Sheriff's Department, and which in turn would again support the school resource officers [and therefore City taxpayers are paying twice for school resource officers]. Again, the City taxpayers would be like every other taxpaying resident of Fannin County, and be paying their fair share to support the Sheriff's Department and which in turn would again support the school resource officers.

Note that in both situations above, the City taxpayers are paying the same as everyone else in Fannin County and which is a fair way to do it.

However, under the agreement, the City taxpayers are paying a third time to support the school resource officers through the City budget. Unlike the first 2 situations, only the city taxpayers are paying this additional cost in that all residents, businesses etc. in the unincorporated area of Fannin County would contribute nothing to the City budget. Obviously, the fact that City taxpayers are paying more than the Fannin County taxpayers would mean that the City taxpayers are essentially carrying the Fannin County taxpayers in providing school resource officers. In other words, this tax inequity is simply not fair, when the provision of the school resource officers is the duty and responsibility of everyone in Fannin County.

Therefore, in order to resolve this tax inequity, the City Council should consider terminating the current agreement. Once the current agreement is terminated, then the City Council can consider negotiating a more fair agreement for the City taxpayers. Negotiating a more fair agreement should not mean a reduction in the number of school resource officers, in that the County and School System can just adjust their budgets to have the same number of resource officers, and in this way, everyone in Fannin County, including City taxpayers, will pay an equal and fair share.

I'll be glad to discuss. Thanks, David

**MEMORANDUM OF UNDERSTANDING BETWEEN FANNIN COUNTY
HEALTH DEPARTMENT AND CITY OF BLUE RIDGE**

This Memorandum of Understanding is between the Fannin County Board of Health ("Board") and the City of Blue Ridge, Georgia for the use of the Farmers Market for dispensing purposes in a public health emergency and annual drive thru flu vaccinations.

Whereas, the potential for a public health emergency is currently a reality in Georgia and other states, it may be necessary to request a portion of the Strategic National Stockpile ("SNS"), a large supply of lifesaving pharmaceuticals and medical materials, to be activated for Fannin County,

Responsibilities of the Fannin County Board of Health:

1. Provide all necessary flu vaccine and supplies
2. Provide all necessary forms
3. Send local publicity to the newspaper
4. Provide all staff for nurses and secretaries along with volunteer staff as needed
5. Health Department will take off all trash from the site.

Responsibilities of the Farmer's market under the City of Blue Ridge, GA:

1. Access to Farmer's Market
2. Access to the needed facilities for staff involved in the drive thru
3. In the event of an Emergency or annual drive thru flu vaccinations, we will also have to block the area off with cones for traffic ad safety for staff. We will use CERT members to assist us in traffic control inside the Farmer's Market.

Terms and Termination:

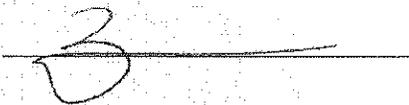
This Memorandum of Understanding is effective this day 18 of August 2016 and is automatically renewed on an annual basis for a term of five years if mutually agreeable by both parties. Either party may terminate this Memorandum of Understanding without cause with 60 days' written notice to the other party at the address listed below.

Additional provisions:

1. The parties agree to use all reasonable good faith efforts to attempt to resolve any controversy or disagreement arising out of the agreement by negotiation between the parties.
2. This agreement shall be governed by and enforced in accordance with the laws of the State of Georgia.

Fannin County Board of Health
Attention: Dr. Zachary Taylor
95 Ouida Street
Blue Ridge, GA 30513

Blue Ridge City Council
Mayor Donna Whitener
480 West First Street
Blue Ridge, GA 30513



Mayor Whitener

This Memorandum of Understanding is signed this 18 day of August 2016.



Appalachian Propane

1619 Ray Mountain Road • Ellijay, GA 30536

JASPER
(706) 892-4378

ELLIJAY
(706) 635-0515

BLUE RIDGE
(706) 632-6712

TO: Kelsey Ledford

FROM: OLLISON

COMPANY: _____

DATE: 8-15-16

FAX NUMBER: 2

RE: Gas quote

TOTAL NUMBER OF PAGES INCLUDING COVER: _____

MESSAGE:

Please let me know

PLEASE CONTACT US AT THE ABOVE PHONE NUMBER IF YOU DID NOT RECEIVE ALL THE PAGES OF THIS FAX.
THANK YOU.



Appalachian Propane

1619 Ray Mountain Road • Ellijay, GA 30536

JASPER
(706) 692-4378

ELLIJAY
(706) 635-0515

BLUE RIDGE
(706) 632-6712

AUGUST 2016

City of Blue Ridge
ATTN: Kelsey Ledford
480 West First St
Blue Ridge GA 30513

Dear Kelsey Ledford,

Thank you for your request for a quote for propane gas for the City of Blue Ridge for the time period of 07/31/16-to-05/31/17. The price Appalachian Propane is pleased to provide to the city for this time frame is \$.98 per gallon. The propane gas will be for the three (3) 500 gallon tanks, one (1) 320 gallon tank and one (1) 250 gallon tank at the four locations.

In addition, we are pleased to provide a quote of \$1.18 per gallon price for all City of Blue Ridge employees who own their propane tank or rent a tank from Appalachian Propane. This employee price will be for the same time period as listed above 07/31/16 to 05/31/2017.

Thank you for this opportunity to service the City of Blue Ridge and their employees.

Sincerely,

Bob E. Thomas
Appalachian Propane

Kelsey Ledford

From: Richardson, Joe <JoeRichardson@ferrellgas.com>
Sent: Tuesday, August 23, 2016 10:39 AM
To: Kelsey Ledford
Cc: Toms, William; Mathis, Michelle; Chitwood, Dorry
Subject: Ferrellgas Propane Supply Proposal
Attachments: City of Blue Ridge 2016 Proposal.doc

Kathy,

Thank you so much for considering Ferrellgas as your propane supplier. We trust the attached offer will demonstrate a great value for the city and all of its employees.

Sincerely,

Joe Richardson

Director of Operations
Atlanta Georgia Supercenter
Ofc: 888-862-5431
Cell: 318-734-7072
Fax: 678-733-9280

"Customer go where they are invited, stay where they are appreciated and leave when they feel ignored"



Kelsey Ledford
City of Blue Ridge
480 West First St
Blue Ridge, Ga 30543

Date: 8/23/16

Dear Kelsey:

Subject: Fixed Price Agreement – Fixed Price Proposal

This documents serves as a proposal to supply propane gas to the City of Blue Ridge effective 8/23/16 – 7/31/17 for \$.999/gallon. Ferrellgas will service all city owned tanks and provide leased tanks at no charge if needed. Terms will be net 30 days from delivery. Service options for your account include: “Will Call” – Deliveries made on notification by the City OR “Keep Full” – automatic deliveries made by Ferrellgas based on your consumption. Credit approval is required for Keep Full service. Approximate annual consumption is 2,000 gallons.

City of Blue Ridge Employee Pricing:

Ferrellgas will supply propane to direct city employees for \$1.299 per gallon effective 8/23/16 – 7/31/17. This pricing is for city employee households only. Will Call or Keep Full service applies. Leased tanks will be provided if necessary. There is no lease charge for the first year and \$48 for each subsequent year.

Thank you so much for considering Ferrellgas as your propane supplier. We are very grateful for the opportunity to serve all your propane needs. Your signature at the bottom of this agreement will indicate your acceptance of the offer and terms.

Accepted by:

Sig: _____ Date: _____

Joe Richardson
Director Of Operations
Ferrellgas – Georgia Operations

Sig _____ Date _____

City of Blue Ridge
Designated Representative



QUOTE

QUOTE NO
4826

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
Phone (706) 632-2091
Fax (706) 632-3278

VALID THRU	JOB SITE	DATE
4/6/2016	Trackside lane	3/8/2016

DESCRIPTION	UNIT PRICE	EXTENDED
Bench, compact and fill shoulder of Track Side Lane (Remedial work to restore road/shoulder to pre-flood event condition)	7700.00	7,700.00
Install grass matt for erosion control	900.00	900.00
Extend culvert	200.00	200.00
Bid is contingent upon the city gaining approval from the Railroad	0.00	0.00

TOTAL QUOTED PRICE: 8,800.00

* means item is non-taxable

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
(Conference Room)
September 19, 2016 at 10:30 a.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
City Clerk Trainee Sally Smith
Finance Director Alicia Stewart

- 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 meeting rules of procedures were available at the Council desk.
- 4) Executive Session—Personnel:
Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing personnel matters. The motion was seconded by Council Member Bruce Pack. 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 Angie Arp. The Council voted 5-0. Motion carried. No actions were taken.
- 5) East Main Street:
The Mayor and Council discussed the bid process for the East Main Street Project. Council Member Angie Arp and Mayor Whitener inquired whether or not a meeting could be called after the bid opening and if Engineer Matt Smith would be available.
- 6) Financing/Budget/Contract Review:
The School Resource Officer contract was discussed and Council Member Angie Arp mentioned removing the automatic renewal section. The Council discussed the W10 Detail Crew and that if they do not show up to work then the City should be refunded. The Council discussed the

City of Blue Ridge

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

security cameras that were approved at the previous meeting. Council Member Rodney Kendall made a motion to modify the previous motion and to only approve the purchase of the park/pool cameras and the downtown park cameras. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. The Council discussed water bonuses and decided to wait on making a decision until the pay scale is modified. The Mayor and Council reviewed Quote No. 5094 from Johnson Paving. Among the discussion was mention of LIMIG funds. The Council decided to use LMIG funds towards the Johnson Paving invoice for paving/patching throughout the City. Finance Director Alicia Stewart explained that the City's LMIG funds were \$72,000.00 and the City's match would be \$16,600.00. She also explained that the City would need to apply for 2017 LMIG by December of this year. She also explained that the City's Street Supervisor Mark Clemmons is attempting to receive additional quotes for the paving/patching throughout the City. The Mayor and Council discussed the 2017 Budget and Millage Rate. The Farmer's Market property was discussed. Council Member Angie Arp made a motion to pay for all of the Farmer's Market operating expenses out of the 2% restricted hotel/motel funds prior to giving the 2% restricted hotel/motel funds to the Chamber for disbursement. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. The Mayor, Council and Finance Director Alicia Stewart discussed the City's dental insurance and the option of only paying for employee coverage and requiring the employee to pay for their family coverage if they choose to do so. The Mayor and Council continued to discuss insurance, incentives for not taking the City's insurance, as well as sick and vacation leave. The Mayor and Council discussed the County reassessments and the City's millage rate. Council Member Rodney Kendall made a motion to leave the millage rate the same as last year. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

7) City Park:

Council Member Angie Arp gave an update on the delivery of the new playground equipment and that the company can install the equipment the week of October 24, 2016 instead of December like the Council previously thought. Council Member Rhonda Thomas discussed a conversation that she had with one of the playground equipment company representatives and explained the possibility of reconfiguring the location of the playground and how the equipment is installed. The Council discussed the location of the playground and having the playground committee that was formed last week to meet soon to discuss the location. Council Member Angie Arp expressed her concerns on relocating the park for the events that take place in the park. The Council discussed whether or not the Council should make decisions based on the fact that the events bring revenue into the City. The Mayor and Council began to strongly discuss their differences of opinions in regards to the park and the location of the playground.

City of Blue Ridge

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

8) 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

November 8, 2016

Approved

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
October 11, 2016 at 10:00 a.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith

Absent: Mayor Donna Whitener

- 1) Call Meeting to Order:
Council Member Rhonda Thomas 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:
Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.
- 3) Council Meeting Rules of Procedures:
Mayor Pro Tem Rodney Kendall announced that the Council Meeting Rules of Procedures were available at the Council desk.
- 4) Approval of Minutes:
There were no minutes available for approval.
- 5) First Millage Rate Hearing (Open for Comments):
Mayor Pro Tem Rodney Kendall read the Press Release Announcing a Proposed Property Tax Increase (attached). Council Member Angie Arp mentioned that it was not a true tax increase. Mayor Pro Tem Rodney Kendall explained the County's reassessments impacting the City's tax revenue, resulting in having to advertise a tax increase.
- 6) ARC Grant:
Mayor Whitener was not present at the meeting to discuss the ARC Grant. Council Members Angie Arp and Rhonda Thomas made comments prior to moving on to the next agenda topic.
- 7) Executive Session (if needed):
An executive session was not needed.

City of Blue Ridge

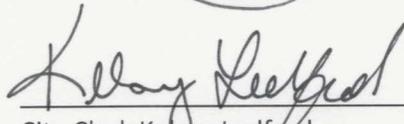
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8) Adjournment:

Council Member Rhonda Thomas made a motion to adjourn the meeting. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Meeting adjourned at 10:10 a.m.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford

November 8, 2016
Approved



PRESS RELEASE ANNOUNCING A PROPOSED PROPERTY TAX INCREASE

The City of Blue Ridge today announces its intention to increase the 2016 property taxes it will levy this year by 3.75 percent over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board of tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment. The increase in 2016 property taxes is the result of property reassessments and not an increase in the millage rate from the prior year.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

All concerned citizens are invited to the public hearings on this tax increase to be held at City Hall, 480 West First Street, Blue Ridge, Georgia on October 11, 2016 at 10 am and 6:00 pm and on October 18, 2016 at 10:00 am.

The budget tentatively adopted by the City of Blue Ridge requires a millage rate higher than the rollback millage rate, therefore, before the City of Blue Ridge may finalize the tentative budget and set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

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
October 11, 2016 at 6:00 p.m.

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

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:

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

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:

Council Member Rodney Kendall made a motion to approve the September 13, 2016 Council Meeting Minutes including Executive Session Minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

5) Second Millage Rate Hearing (open for comments):

Mayor Whitener read the City's press release. Several citizens/tax payers were present. Among some of the citizens/tax payers, Bill Ryan, Glen Holcomb, and an unidentified woman asked questions in regards to the advertised tax increase. The Mayor, Council and Finance Director Alicia Stewart explained the answers to their questions. During the public hearing, the allotted five minute time limit expired and a motion was not made to allow for additional time. However, the public hearing continued until there were no more questions from the audience.

6) Millage Rate Ordinance (First Reading):

Mayor Whitener read the first paragraph of the Millage Rate Ordinance. Council Member Rodney Kendall made a motion to excuse the Mayor from reading the entire ordinance. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to accept the first reading of the Millage Rate

City of Blue Ridge

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Ordinance. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

- 7) First Budget Hearing (open for comments):
Mayor Whitener opened the floor for comments. Mr. Holcomb asked some additional questions that were answered by Finance Director Alicia Stewart. The Mayor and Council discussed projects and hotel/motel funds. During the public hearing, the allotted five minute time limit expired and a motion was not made to allow for additional time. However, the public hearing continued until there were no more questions from the audience.
- 8) Carter & Sloope Task Release No. 8 2016 CDBG Water System Improvements:
The Mayor and Council were presented with a copy of Carter & Sloope's Task Release No. 8. Council Member Rodney Kendall made a motion to table the approval until the November meeting to give the City Attorney time to review the task release. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.
- 9) Rezoning Ordinance for the Ada Street, LLC Property (Second Reading and Adoption):
Mayor Whitener read the first paragraph of the ordinance and then proceeded to read the entire ordinance. Council Member Rodney Kendall made a motion to approve the second reading and adoption of the Rezoning Ordinance for the Ada Street, LLC property (attached). The motion was seconded by Council Member Angie Arp. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Steve Oyer commented from the floor.
- 10) Planning Commission Recommendation in Regards to Zoning Ordinance Hotel/Motel Conditional Use and Zoning Ordinance Amendment to Revise Sections 13.1 and 24.5:
Council Member Angie Arp read the Planning Commission's recommendation from their meeting that was held on September 20, 2016 (attached). Council Member Angie Arp made a motion to deny the Planning Commission recommendation's to amend the C1 Zoning Ordinance. After some discussion from the Mayor and Council, Council Member Angie Arp stated that she made a motion to deny the Planning Commission's recommendation to amend the text for C1 Zoning to allow for conditional use for a hotel. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried. Council Member Angie Arp made a motion approve the Planning Commission's recommendations to revise sections 13.1 and 24.5 of the Zoning Ordinance. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried. Steve Oyer made comments from the floor. Mayor Whitener asked if he would like to be added to the agenda under public comment. He answered no and continued to finish making his comments in objection to the Council's decision.

City of Blue Ridge

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11) Zoning Ordinance-Hotel/Motel Conditional Use (First Reading):

Mayor Whitener read the first paragraph of the Zoning Ordinance Amendment-Hotel/Motel Conditional Use. Council Member Rodney Kendall made a motion to accept the first reading. The motion was seconded by Council Member Angie Arp. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

12) Zoning Ordinance-Amendment to Revise Sections 13.1 and 24.5 (First Reading):

Mayor Whitener read the first paragraph of the Zoning Ordinance Amendment to revise sections 13.1 and 24.5 and then continued to read the entire ordinance. The allotted five minute time limit expired during the reading. A motion was not made to allow additional time; Mayor Whitener proceeded to read the ordinance. Council Member Rodney Kendall made a motion to accept the first reading. The motion was seconded by Council Member Angie Arp. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

13) East Main Street:

Council Member Angie Arp explained that the City received one bid from Colwell Construction for the East Main Street project in the amount of \$1,377,392. She explained that engineer Matt Smith was able to scale the project back in order to decrease the total project amount \$524,000. She explained that the City had a budget around \$800,000 and that Mr. Smith was not able to reduce the project any further. Council Member Rhonda Thomas asked if scaling the project down would hinder the integrity of the project. Council Member Angie Arp replied no and explained the project further. The five minute 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. The Mayor and Council continued to discuss the project. Council Member Angie Arp made a motion to approve Colwell Construction as the low bidder for the East Main Street project and to allow Matt Smith to revise the scope of the work not to exceed the project amount of \$820,911.00 from SPLOST/General funds and \$91,210.00 from the Water and Sewer funds. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

14) Nathan Fitts Request:

Mayor Whitener stated that since Mr. Fitts was not present they would skip his request until another meeting.

15) ARC Grant:

Mayor Whitener explained that the ARC Grant project for the restroom facility could have the scope scaled down in order to reduce the total project costs. She explained that an award time would be coming up soon and that the City may be past the deadline, but that it is worth a shot to try to get the grant. Council Member Angie Arp explained her understanding of the proposed project which led to additional discussion by the Mayor and Council. The allotted time limit expired, Council Member Rodney Kendall made a motion to approve additional time. The

City of Blue Ridge

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

motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mayor Whitener suggested that the Council Members contact Grant Administrator Angela Steedley soon because she thinks that the City is supposed to be picking up a check soon.

16) Insurance:

Council Member Rodney Kendall and Finance Director Alicia Stewart explained some proposed changes in employee insurance regarding dental coverage and employees opting out of the City's insurance. Council Member Rhonda Thomas suggested paying for the employees' dental coverage and to allow the employee to pay for their family coverage. Mrs. Stewart explained that this would cost the employee an additional \$51.00/month for family coverage. 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 Council continued to discuss insurance coverage. The time limit expired. Council Member Rhonda Thomas made a motion to offer dental to employees only and to allow the employees to pay an additional \$51.00/month for family coverage if they choose to do so. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rodney Kendall mentioned that some employees are offered insurance through spouses, etc. He recommended that the City pay employees \$200.00/month for declining insurance from the City. It was discussed requiring the employee to sign a form declining the City's insurance. Council Member Rodney Kendall made a motion to allow employees to opt out of the health insurance if they can prove that they have health insurance elsewhere and to provide the employee with a \$200.00/month incentive for opting out. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

17) Industrial Chemical Quote for Chemicals at the Water Treatment Plant:

The Mayor and Council were presented with a quote from Industrial Chemical in the amount of \$6,117.00 for chemicals at the Water Treatment Plant (attached). Council Member Rodney Kendall made a motion to approve the quote. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

18) Sidewalk Ordinance (proposed amendment):

Council Member Angie Arp discussed the option on adding additional designated areas for vendor boxes to the City's Sidewalk Ordinance. The Mayor and Council discussed different areas that could be designated. Council Member Rodney Kendall made a motion designate areas with Roy Parsons's assistance for the newspaper stands. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

19) Mayor Reports (a) Parking and (b) Safety at Depot:

Mayor Whitener explained that adding a chain at the Co-Op added 13 additional spaces to the City's public parking area near Mountain Street. She also stated that the Street Department did some graveling of some City property in that area to add additional parking. Council Member

City of Blue Ridge

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Rhonda Thomas mentioned doing an agreement with the City to allow the City to use some property that is owned by her and her husband. Mayor Whitener discussed adding some gates to Robert's Way to limit traffic in the area around the Depot and the public restrooms. The location of the gates would be one at the entrance of the Depot and one at the back of Wrapsody in Blue. She stated that the train would have control of the gates so that it limits the amount of people with access to the gates. The allotted time limit expired. 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. The Mayor and Council continued to discuss traffic near the Depot. Mayor Whitener explained that her request was for two gates in the amount of \$800.00. She also mentioned trash cans in the area being in the way. Council Member Rodney Kendall gave a brief update on the Water Treatment Plant project and Council Member Rhonda Thomas announced that the security cameras have been installed at the park.

20) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez was not present.

21) Bill Ryan—Storm Water Drainage:

Bill Ryan asked if the storm drainage on East Main drained down to Robert's Way. Council Member Angie Arp explained the storm water drainage for the East Main Street project. The Mayor, Council and Mr. Ryan continued to discuss the topic of storm water drainage. The allotted time limit expired. The Mayor, Council and Mr. Ryan continued to discuss the topic, without a motion being made to allow additional time.

22) Marcella Hosteen—Park (2 Minutes):

Marcella Hosteen complimented the Council on the sound system and how in depth the Council gets on each topic. She discussed the park and the location of the playground equipment. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow an additional two minutes. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Ms. Hosteen encouraged the Council to put the playground equipment back in the previous location.

23) Executive Session—Personnel and Land Sale/Acquisition:

Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing personnel and land sale/acquisition. 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. No decisions were made.

24) Adjournment:

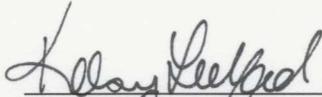
City of Blue Ridge

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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. Meeting adjourned at 9:10 p.m.



Mayor Donna Whitener



City Clerk Kelsey Ledford

November 8, 2016

Approved



PUBLISHED June 1, 2016
ZONING HEARING June 21, 2016
FIRST READING September 13, 2016
PASSED October 11, 2016

AN ORDINANCE NO. 2016-10-11

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING TWO TRACTS OR PARCELS OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING DESIGNATED AS 51 ADA STREET AND 215 RIVER STREET OWNED BY ADA STREET, LLC AND BEING APPROXIMATELY A TOTAL OF 0.654 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT AND LEGAL DESCRIPTIONS WHICH ARE ATTACHED HERETO AND, WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM A MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT TO LIMITED COMMERCIAL (C-1) 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 parcels within the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as a Limited Commercial (C-1) District, being designed as 51 Ada Street and 215 River Street and currently owned by Ada Street, LLC, and being approximately 0.654 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 Limited Commercial (C-1) District, is as follows:

All those tracts or parcels of land being approximately a total of 0.654 acres, and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by Ada Street, LLC, and more particularly described on the legal descriptions and plat which are 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 11 day of October, 2016.

BLUE RIDGE CITY COUNCIL

By: [Signature]
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson



Attest:

[Signature]
Kelsey Ledford, City Clerk

Return recorded document to:
Terry Lee Wilson, LLC
2403 East First Street
Blue Ridge, GA 30513
File No. 14-269

Limited Warranty Deed

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE is made the 11th day of July, 2014, between Bobby L. Dills and Shelby J. Dills, of the County of Fannin, State of Georgia ("Grantor"), and Ada Street LLC, of the County of Fannin, State of Georgia ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Grantee, the following described property:

All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lot 278, City of Blue Ridge, Fannin County, Georgia, containing 0.22 acres, as shown on plat of survey by Shelly J. Bishop, GRLS No. 2536 and recorded in Plat Hanger ~~0-2536-2537~~, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

Map Parcel No. BR01 087 A

TOGETHER WITH right of ingress, egress and utility easement along existing roads to the subject property; AND SUBJECT TO all existing easements, restrictions, reservations and rights of way of record.

Chain of Title: This being the same property as was conveyed to Grantor herein by Warranty Deed from Reid Mathis and Louise Mathis dated November 18, 2011 and recorded in Deed Book 987, Page 454, Fannin County Records.

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

AND GRANTOR will warrant and forever defend the right and title to the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF; Grantor has signed and sealed this deed, the day and year above written.

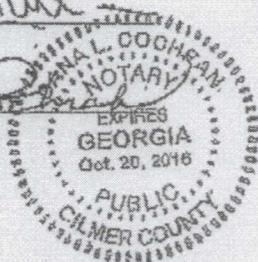
Signed, sealed and delivered in the presence of:

Bobby L. Dills (seal)
Bobby L. Dills

Shelby J. Dills (seal)
Shelby J. Dills

Witness

Notary Public



Return recorded document to:
Terry Lee Wilson, LLC
2403 East First Street
Blue Ridge, GA 30513
File No. 14-298

Limited Warranty Deed

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE is made the 31 day of July, 2014, between **William Wade Lovine**, of the County of Fannin, State of Georgia ("Grantor"), and **Ada Street LLC**, of the County of Fannin, State of Georgia ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Grantee, the following described property:

All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lot 278, City of Blue Ridge, Fannin County, Georgia, being City Lot 19 and the north half of Lot 23 in the Weaver Addition to said City of Blue Ridge, Georgia.

Map Parcel No. BR01 087

TOGETHER WITH right of ingress, egress and utility easement along existing roads to the subject property; AND SUBJECT TO all existing easements, restrictions, reservations and rights of way of record.

Chain of Title: This being the same property as was conveyed to Grantor herein by Quitclaim Deed from William Wayland Lovine dated December 26, 2012 and recorded in Deed Book 1037, Page 131, Fannin County Records.

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

AND GRANTOR will warrant and forever defend the right and title to the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

William Wade Lovine (seal)
William Wade Lovine

[Signature]

Witness
[Signature]
Notary Public



May. 13. 2016 10:24AM

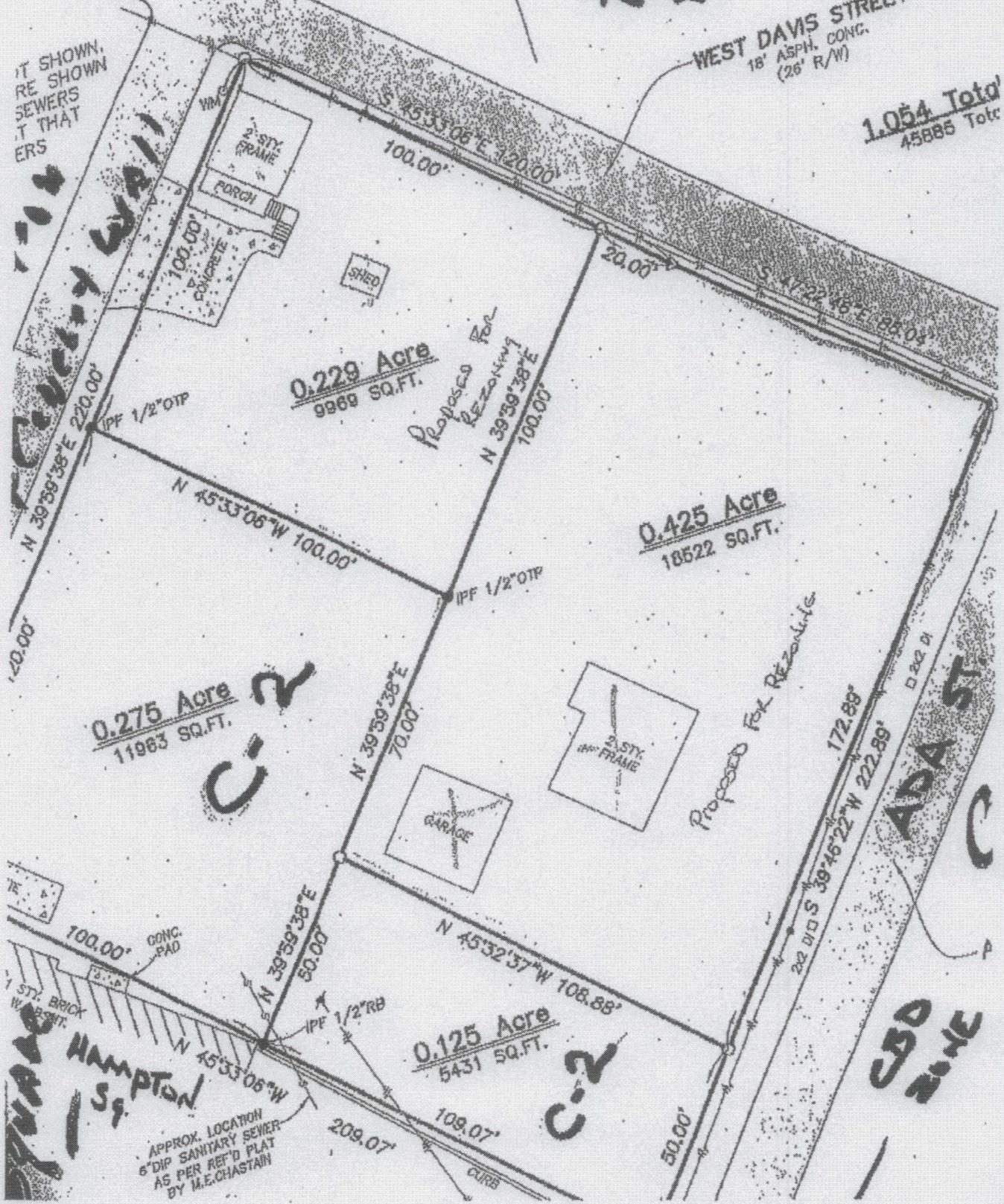
No. 1395 P. 7

R-2

WEST DAVIS STREET
18' ASPH. CONC.
(26' R/W)

1.054 Total
45885 Totl

IT SHOWN,
RE SHOWN
T THAT
ERS



0.229 Acre
9969 SQ.FT.

0.425 Acre
18622 SQ.FT.

0.275 Acre
11963 SQ.FT.

0.125 Acre
5431 SQ.FT.

C-2

C-2

ADA ST.

CSO ZONE

HYDRANT

MAGNE

VM

SHED

2-STY. FRAME

GARAGE

APPROX. LOCATION
6" DIP SANITARY SEWER
AS PER REF'D PLAT
BY M.E. CHASTAIN

1 STY. BRICK
W. 23 FT.

HAMPTON

CURB

City of Blue Ridge

480 West First Street

• Blue Ridge, Georgia 30513

• (706) 632 - 2094

To: Mayor and Council

From: Blue Ridge Planning Commission

The Blue Ridge Planning Commission met on September 20, 2016 to consider two amendments to the Blue Ridge Zoning Ordinance. The following recommendations are forwarded to you as a result of the public hearing decisions of the Planning Commission.

1. Approval of an ordinance to amend the zoning ordinance to provide that a hotel or motel may be considered a conditional use within the limited commercial district. The recommendation includes two changes to the document that was forwarded to the Planning Commission for consideration. The changes are as follows: under the heading of Additional Requirements... , Section 13.2-28 (a) be changed to two and one half stories from the proposed limit of two stories and under section 13.2-28 (e), the number of units be changed from ten (10) to twenty-six (26).
2. The commission recommends, without changes, that the proposed change to the zoning ordinance to revise section 13.1 to provide that interested parties can appeal the decision of the Board of Appeals regarding an administrative interpretation to the Blue Ridge City Council and to revise section 24.5 by adding provisions regarding appeals from action by the Mayor and Council; and other purposes.

Respectfully submitted,

Roy Parsons, Secretary

Blue Ridge Planning Commission

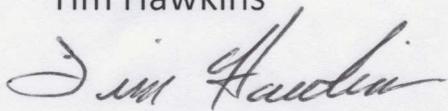
Kelsey,

I will be needing to make a chemical order from Industrial Chemical for the Water Plant.

I will be needing to order the following products.

Aluminum Sulfate -	6,000 lbs. at .38 per lb. =	\$2,280.00
Hydrated Lime -	5,000 lbs. at .17 per lb. =	\$850.00
Chlorine Gas -	1,500 lbs. at .772 per lb. =	\$1,158.00
Sodium Fluoride -	1,000 lbs. at 1.34 per lb. =	\$1,340.00
536 Phosphate -	627 lbs. at .78 per lb. =	\$489.00
	Total-	\$6,117.00

Thank You,
Tim Hawkins



10-3-16

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
October 18, 2016 at 10:00 a.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
And Rodney Kendall
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith

Absent: Council Members Bruce Pack, and
Rhonda Thomas

- 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 3-0. Motion carried.
- 2) Prayer and Pledge of Allegiance:
Police Chief Johnny Scarce offered a word of prayer followed by the Pledge of Allegiance.
- 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:
Minutes were not available for approval.
- 5) Third Millage Rate Hearing (Open for Comments):
There being no comments, Council Member Rodney Kendall made a motion to pass the third Millage Rate hearing. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.
- 6) Millage Rate Ordinance (Second Reading and Adoption):
Council Member Rodney Kendall made a motion to approve the second reading and adopt the Millage Rate Ordinance (attached). The motion was seconded by Council Member Angie Arp. Mayor Whitener read the first paragraph of the Millage Rate Ordinance. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

7) Second Budget Hearing (Open for Comments):

There being no comments, Council Member Rodney Kendall made a motion to pass the second Budget Hearing. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

8) Budget Resolution (First Reading and Adoption):

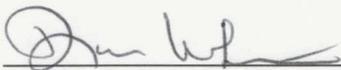
Council Member Rodney Kendall made a motion to approve the first reading and adopt the Budget Resolution (attached). The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

9) Executive Session—Personnel:

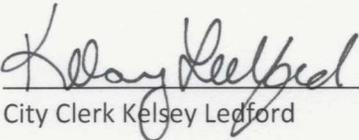
Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing personnel matters. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting from an executive session. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Council Member Rodney Kendall made a motion to hire Michael Buchanan part-time at \$10.00 per hour. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Council Member Rodney Kendall made a motion to hire Bobby Bearden part-time at \$10.00 per hour. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

10) Adjournment:

Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford

November 8, 2016

Approved



FIRST READING October 11, 2016

PUBLISHED September 28, 2016

PASSED October 18, 2016

AN ORDINANCE NO. 2016-10-18

AN ORDINANCE TO THE AD VALOREM TAX RATE FOR THE CITY OF BLUE RIDGE, GEORGIA FOR THE CALENDAR YEAR OF 2016 AND THE FISCAL YEAR FOR SAID CITY OF 2017; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2016; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the City Council of Blue Ridge, Georgia, pursuant to Section 6.11 of the Charter for the City of Blue Ridge, Georgia, and it is hereby ordained by authority of same:

SECTION 1. NET MILLAGE RATE.

The ad valorem tax rate for the City of Blue Ridge, Georgia, for the calendar year 2016 and for the 2017 fiscal year for the City of Blue Ridge, based upon an estimated total valuation [at the forty (40%) percent digest value] by the tax assessors of Fannin County of property subject to ad valorem taxation by the City of Blue Ridge is hereby set at a net millage rate of 5.479 mills.

SECTION 2. NET MILLAGE RATE FOR THE PURPOSE OF RAISING REVENUES TO PROVIDE GOVERNMENTAL SERVICES.

Upon adding the total receipts of the local option sales tax for the 2015 calendar year, and dividing the net property value into it, the City Council determined the roll back rate for the City, and set a net millage rate of 5.479 mills for the Blue Ridge taxable property, to be levied on each \$1,000.00 of taxable

property (at its forty (40%) percent digest value) within the corporate limits for the following purposes:

- (a) For the purpose of raising revenues to defray the cost of operating the City government;
- (b) For the purpose of raising revenues to defray the cost of governmental services.
- (c) For the repayment of principal and interest on general obligations, if any; and
- (d) For any other public purpose as determined by the City Council in its discretion.

SECTION 3. 2016 AD VALOREM TAX LEVY.

There is hereby levied upon all property subject to ad valorem taxation by the City of Blue Ridge, Georgia, a net ad valorem tax for the year 2016 of 5.479 mills on each \$1,000.00 of value of taxable property (at its forty (40%) percent digest value).

SECTION 4. DUE DATE OF TAX.

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the sixtieth day after the postmark on said tax bills, without penalty.

SECTION 5. INTEREST AND PENALTIES ASSESSED.

Unless not allowed by general statutory law, all delinquent and past due taxes shall bear a penalty of 5% to be added after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due. Further, all past due and delinquent taxes shall bear interest at an annual rate equal to the prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15, or any publication that may supersede it, plus 3% to accrue monthly. Such interest rate shall be determined each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each year. Interest shall begin being assessed on the sixty-first day after the post mark on said tax bills and any period of less than one month shall be considered to be one month. The City Tax Clerk may waive the collection of any penalties and interest, in whole or in part,

due the City on unpaid taxes or assessments whenever or to the extent that he or she reasonably determines the delay in payments was attributable to the action or inaction of his or her department.

SECTION 6. NOTICE, ISSUANCE OF FI.FA., AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES.

A past due and delinquent tax notice shall be mailed by the Mayor, City Manager or other duly authorized agent of the City of Blue Ridge, Georgia to all owners of property subject to taxation who have not paid the tax due on or before the sixty-first day after the postmark on said tax bills. The past due and delinquent tax notice shall be sent by certified or registered mail. Upon failure to pay the tax due within thirty days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other proper duly authorized agent for the City of Blue Ridge, Georgia, shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Blue Ridge, Georgia or on the general execution docket of Fannin County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia law including, but not limited to the procedure set out by O.C.G.A. § 48-4-75 et seq. The City of Blue Ridge, Georgia, shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Blue Ridge, Georgia, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed.

SECTION 7. PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO CALENDAR YEAR 2016.

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2016 which are due and owing to the City of Blue Ridge, Georgia by delinquent taxpayers, the City of Blue Ridge, Georgia, through a duly authorized agent, which may be, but does not have to be, the Mayor, the City

Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years prior to 2016 who have not paid the tax due for said prior calendar years. This past due and delinquent tax notice shall be sent to said delinquent taxpayers by certified or registered mail, return receipt requested. Upon failure to pay the tax due by the delinquent taxpayers within thirty days of the return receipt of the past due and delinquent tax notice, the Mayor, the City Manager, or other duly authorized agent of the City of Blue Ridge, Georgia acting by and through the proper taxing authority, shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Blue Ridge, Georgia or upon the general execution docket of Fannin County. All property of the delinquent taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and delinquent ad valorem taxes, or shall be subject to any other collection procedure allowed by Georgia law, including but not limited to O.C.G.A. § 48-4-75 et seq. The delinquent and past due ad valorem taxes for the prior calendar years shall bear a penalty and interest amount equal to the maximum amount allowed by general statutory law. The City of Blue Ridge, Georgia, shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Blue Ridge, Georgia, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

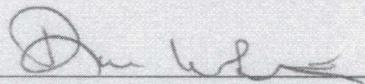
Any part of any prior ordinances, in conflict with the terms of this Ordinance, are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Ordinance on behalf of the City of Blue Ridge, Georgia.

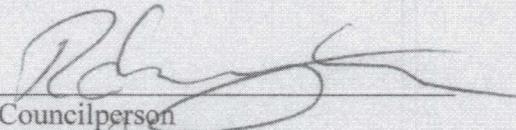
SECTION 9. SEVERABILITY.

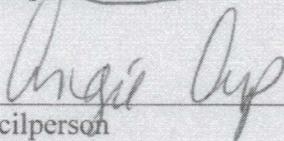
If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

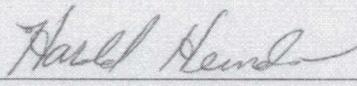
This 18th day of October, 2016.

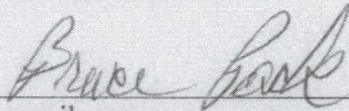
BLUE RIDGE CITY COUNCIL

By: 
Mayor


Councilperson

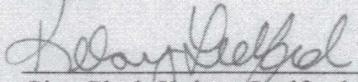

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


City Clerk Kelsey Ledford
2881-146/W155639

PASSED: October 18, 2016

A RESOLUTION NO. 2016-10-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2017; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND INCORPORATED BY REFERENCE HEREOF INTO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2017 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF THE CITY OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2017 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 35.45 of the Blue Ridge Code of Ordinances, the City has adopted a fiscal year beginning January 1 and ending December 31 of each year;

WHEREAS, O.C.G.A. §36-81-3 provides that the governing authority of each local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund and each debt service fund of the entity;

WHEREAS, the City Council does hereby desire to adopt a General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund and Water and Sewer Fund budget by this resolution for the calendar year of 2017 and the fiscal year of 2017; and

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE ABOVE-REFERENCED AUTHORITY, as follows:

SECTION 1. BUDGET FOR THE FUNDS OF THE CITY OF BLUE RIDGE.

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the

City, does hereby adopt a balanced budget for the General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund and Water and Sewer Fund of the City for the calendar year of 2017 and the fiscal year of 2017, and being as more specifically described by the attached ledger sheets comprising the budget, and which indicate the following:

- (1) Administration, operation and maintenance expenses of each department or office of the City;
- (2) Interest and debt redemption charges;
- (3) Proposed capital expenditures, detailed by departments and offices when practicable;
- (4) Cash deficits of the preceding year;
- (5) Contingent expenses; and
- (6) Such reserves as may be deemed advisable by the City Council;

and which are all incorporated by reference into this budget resolution and comprising the budget for the on-coming fiscal year.

SECTION 2. BALANCED BUDGET.

As indicated by the incorporated budget, the proposed budget for fiscal year 2017 is balanced in that the sum of estimated revenues and appropriated fund balances is equal to appropriations, and in accordance with O.C.G.A. § 36-81-3(b)(3).

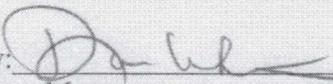
SECTION 3. AMENDMENT TO THE BUDGET.

Nothing within this budget resolution shall preclude the City Council of the City of Blue Ridge, Georgia from amending its budget for the 2017 fiscal year so as to adapt to changing governmental needs during the budget period, being said fiscal year for the City of Blue Ridge. The City Council of the City of Blue Ridge retains full and complete authority to amend said budget at any time during the budget period due to a change in anticipated revenues or through a

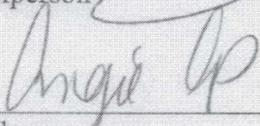
transfer of appropriations among departments, so long as said budget amendments are approved by the City Council of the City of Blue Ridge. All changes in the budget, budget appropriations, or transfers of appropriations within the departments of the City of Blue Ridge, Georgia shall be in accordance with such policies as are adopted by the City Council of the City of Blue Ridge, Georgia.

SO RESOLVED this 18th day of October, 2016.

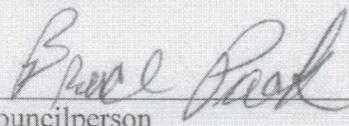
BLUE RIDGE CITY COUNCIL

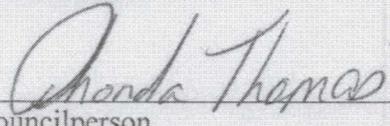
By: 
Mayor


Councilperson

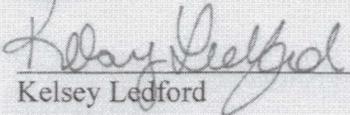

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


Kelsey Ledford
City Clerk



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
November 8, 2016 at 6:00 p.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith

Absent: Mayor Donna Whitener

1) Call Meeting to Order:

Council Member Rhonda Thomas 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:

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

3) Council Meeting Rules of Procedures:

Mayor Pro Tem Rodney Kendall announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Approval of Minutes:

- a) Council Member Angie Arp made a motion to approve the September 19, 2016 Special Called Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- b) Council Member Angie Arp made a motion to approve the October 11, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- c) Council Member Angie Arp made a motion to approve the October 11, 2016 Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- d) Council Member Angie Arp made a motion to approve the October 18, 2016 Special Called Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

City of Blue Ridge

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- 5) Zoning Ordinance-Hotel/Motel Conditional Use (Second Reading and Adoption):
Council Member Angie Arp made a motion to approve the second reading and adoption of the Zoning Ordinance-Hotel/Motel Conditional Use (attached). The motion was seconded by Council Member Harold Herndon. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

- 6) Zoning Ordinance-Amendment to Revise Sections 13.1 and 24.5 (Second Reading and Adoption):
Council Member Angie Arp made a motion to approve the second reading and adoption of the Zoning Ordinance-Amendment to Revise Sections 13.1 and 24.5 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

- 7) 2017 General Election Ordinance (First Reading):
Council Member Angie Arp made a motion to allow the first reading of the 2017 General Election Ordinance. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Mayor Pro Tem Rodney Kendall read the first paragraph of the ordinance. Council Member Angie Arp made a motion to approve the first reading of the 2017 General Election Ordinance. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

- 8) Municipal Court Prosecuting Attorney Ordinance (First Reading):
Council Member Rhonda Thomas made a motion to allow the first reading of the Municipal Court Prosecuting Attorney Ordinance and to have Council Member Angie Arp do the reading. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Angie Arp read the first paragraph of the ordinance. Council Member Rhonda Thomas made a motion to approve the first reading of the Municipal Court Prosecuting Attorney Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

- 9) Alcohol Ordinance-Amendment to Revise Section 110.45-10 (First Reading):
Council Member Angie Arp made a motion to allow the first reading of the Alcohol Ordinance Amendment to Revise Section 110.45-10 and to have Mayor Pro Tem Rodney Kendall do the reading. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Mayor Pro Tem Rodney Kendall read the first paragraph of the ordinance. Council Member Angie Arp made a motion to approve the first reading of the Alcohol Ordinance Amendment to Revise Section 110.45-10. The motion was seconded by Council Member Bruce Pack. The Council discussed the ordinance prior to voting 5-0. Motion carried.

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10) Carter & Sloope Task Release No 8 (FY2016 CDBG Water System Improvements):

Council Member Angie Arp made a motion to approve Carter & Sloope's Task Release No. 8 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

11) Park:

Council Member Angie Arp made a motion to discuss the Park. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Angie Arp discussed purchasing playground equipment for 2-5 year old children which will be in its own fenced in area. Council Member Angie Arp made a motion to approve purchasing the equipment and for funds to be taken from the \$120,000 park budget that was approved by the Council at the August 26, 2016 Special Called Council Meeting. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. The Council discussed park lighting, the location of the daffodil garden, and funds associated with park landscaping and the sprinkler system. The allotted time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes of discussion. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Members Angie Arp and Rhonda Thomas discussed their differences of opinions in regards to the park landscaping. The time limit expired. Council Member Angie Arp made a motion to allow an additional two minutes for discussion. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. The Council continued to discuss lighting at the park. In finishing discussion of this topic, Mayor Pro Tem Rodney Kendall thanked Council Member Angie Arp for her efforts and commitment to this project.

12) LMIG:

Council Member Angie Arp made a motion to discuss LMIG. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. The Council was provided with a document prepared by Finance Director Alicia Stewart which included her recommendation as to how the funds should be applied (attached). Mayor Pro Tem Rodney Kendall also explained how Mrs. Stewart recommended the funds be applied. Council Member Angie Arp made a motion to apply the 2014 LMIG funds to East Main Street. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

13) Water Line Replacement Project:

Council Member Angie Arp made a motion to discuss the water line replacement project. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Mayor Pro Tem Rodney Kendall explained the need for the project and the quotes/bids received (attached). Mayor Pro Tem Rodney Kendall made a motion to approve Phase I of the water line replacement project in addition to approving Holloway Trenching to provide the labor and for the City to purchase all of the materials. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

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14) CDBG-The Steedley Firm, Inc. Invoice No. 600 and Drawdown Request No. 1:

After brief discussion, Council Member Angie Arp made a motion to approve The Steedley Firm, Inc. Invoice No. 600 and Drawdown Request No. 1 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

15) Kendall Supply Invoice No. 20910903 (GEFA Loan):

The Council was presented invoice no. 20910903 from Kendall Supply in the amount of \$176,654.00 (attached) which is to be paid with funds from the GEFA Loan. Council Member Angie Arp made a motion to approve the invoice from Kendall Supply. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Water Treatment Plant Final Drawdown Request:

Mayor Pro Tem Rodney Kendall gave an update on the construction of the Water Treatment Plant and explained that he thought that the final drawdown could be approved once it is received. Council Member Angie Arp made a motion to approve payment of the final drawdown. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

17) Fannin County and Joint Cities Comprehensive Plan:

Mayor Pro Tem Rodney Kendall explained the progress thus far on the Comprehensive Plan. He explained that the City was in the process of selecting stakeholders and that meeting dates would be determined soon.

18) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez, president of the Blue Ridge Business Association gave a report on the success of Safe Zone and discussed Light Up Blue Ridge and the Ginger Bread House contest. He also requested to use the City's golf cart during Light Up Blue Ridge. The City Clerk is to check with the City's insurance to see if the City is able to lend the golf cart for the event.

19) Bill Ryan—Water Drainage:

Bill Ryan addressed his concerns with the water drainage downtown near his business, Country Stiches. Mr. Ryan discussed his meeting with engineer Matt Smith in regards to the drainage.

20) Executive Session:

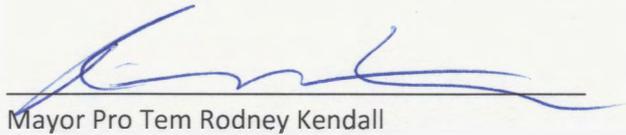
An executive session was not needed.

City of Blue Ridge

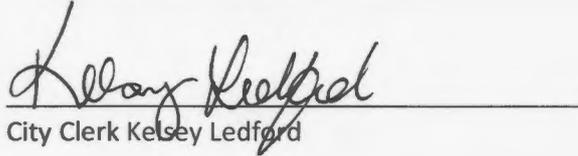
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21) Adjournment:

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



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford

December 13, 2016
Approved

PUBLISHED August 31, 2016
ZONING HEARING September 20, 2016
FIRST READING October 11, 2016
PASSED November 8, 2016

AN ORDINANCE NO. 2016-11-08(a)

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE THAT A HOTEL OR MOTEL MAY BE A CONDITIONAL USE WITHIN THE LIMITED COMMERCIAL DISTRICT (C-1) IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE ZONING ORDINANCE; TO PROVIDE ADDITIONAL REQUIREMENTS AS TO THE CONDITIONAL USE OF A HOTEL OR MOTEL WITHIN THE LIMITED COMMERCIAL ZONING DISTRICT (C-1); AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia is authorized by O.C.G.A. § 36-66-1, et seq. and the City Charter, to exercise its police power to enact zoning ordinances and regulations as to land use as to property within the City of Blue Ridge, Georgia; and

WHEREAS, the City Council of the City of Blue Ridge, Georgia desires to amend the text of the Zoning Ordinance of the City of Blue Ridge, Georgia, to provide that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1), and subject to certain additional regulations;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blue Ridge, Georgia, and it is hereby ordained by the above-referenced authority, as follows:

SECTION 1. AMENDMENT OF THE ZONING ORDINANCE.

This ordinance shall amend the Zoning Ordinance of the City of Blue Ridge, Georgia, to provide that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1), and subject to certain additional regulations, and with those provisions to read as follows:

(1) Table of Permissible and Conditional Uses.

The Table of Permissible and Conditional Uses, being Section 13.1 of the Zoning Ordinance is hereby amended by providing that a hotel or motel can be a conditional use within the limited commercial zoning district (C-1) and subject to certain additional requirements.

Therefore, the Table of Permissible and Conditional Uses will appear as including the following additions.

COMMERCIAL ZONES				PERMITTED USES	ADDIT. REQ'MT.	RESIDENTIAL ZONE			
C-1	C-2	CBD	M-1			Sec Sections	R-A	R-1	R-2
C	X	X		Hotel	13.2-28				
C	X	X		Motel	13.2-28				

(2) Additional requirements for a hotel or motel within a limited commercial zoning district (C-1).

The zoning ordinance is hereby further amended to add a new Section 13.2-28 regarding a hotel or motel being a conditional use within the limited commercial zoning district (C-1), and to read as follows:

Section 13.2-28 Hotel or motel as a conditional use within the limited commercial zoning district (C-1) is also subject to the following requirements:

- (a) In a C-1 district, new construction of a hotel or motel use shall be limited to two (2) stories in height.
- (b) Compliance with the same licensing, inspection and taxation requirements as all other hotels or motels.
- (c) A complete site plan shall be required to consider any rezoning and conditional use concerning a hotel or motel or to apply for a building permit as applicable.
- (d) The grant of a conditional use permit for a hotel or motel within the limited commercial zoning district (C-1) is only permitted if a conditional use permit is granted by the Mayor and Council after review under the Zoning Procedures and Standards Ordinance of the City of Blue Ridge, Georgia, including consideration of the zoning standards provided by Sections 8.0, 8.1, 8.2, and 8.3 of the zoning procedures and standards ordinance.
- (e) The maximum number of hotel or motel units (rooms) shall be ten (10) units (rooms) per acre, and also conditioned upon being served by public water and sewer. In the event that the site is not served by public water and sewer, no hotel or motel as a conditional use shall be allowed, unless the property can meet the minimum requirements of the Fannin County Health Department for the installation of individual sewage disposal systems or alternate systems complying with the rules of the Georgia Department of Natural Resources, Environmental Protection Division. In the event that the site is less than one acre in size, then the site shall be allowed to have a maximum number of units which shall be determined by a pro rata determination based upon the site's size as being a portion of an acre. For example, if the site is

one-half acre, then the maximum number of units would be five units (5) (rooms). Lot sizes which result in fractional units shall be rounded down to the nearest whole unit.

(f) The maximum rental stay by the same customer shall be twenty-one (21) consecutive days.

(g) The facility shall meet the definition of a "hotel" or "motel" as provided by Article 2 of the zoning ordinance, except the facility does not have to meet the eighty (80%) percent of the rooms occupied by a different registered guest every five (5) days.

(h) The facility shall have on premise parking with a minimum of one (1) off-street parking space for every rental room (unit) and a minimum of one (1) off-street parking space for every two (2) employees.

(i) The facility shall meet at a minimum the screening and buffer requirements as provided by Article 14 of the zoning ordinance. The City Council, in considering the zoning standards and requirements of Sections 8.0, 8.1, 8.2, and 8.3 of the Zoning Procedures and Standards Ordinance of the City of Blue Ridge, Georgia, may impose greater buffering and screening requirements to mitigate any possible depreciating effects and damages to the neighboring properties.

(j) In order for a subject property to be considered for a conditional use hotel or motel within the limited commercial zoning district (C-1), the adjoining lots of record as a minimum on two (2) sides of the subject property (which will also include those commercial zoned properties which would adjoin the subject property but for the width of a city street), must have commercial zoning designations. The railroad right of way of an intrastate or interstate carrier for the purposes of this requirement of adjoining property being commercially zoned shall not be considered commercially zoned property due to lacking sufficient area to be a buildable lot.

(k) Due to the maximum density of the rental units (rooms) under a conditional use hotel or motel equaling the density of what is allowed within a high density residential zoning district (R-3), the units (rooms) shall not be converted to condominiums, townhouses, or such other multiple residence uses, without a reduction in the density of the units down to the maximum number of dwelling units allowed within any residential district which adjoins the subject property (which will also include those residential zoned properties which would adjoin the subject property but for the width of a city street). If more than one residential district adjoins the subject property, then the district which adjoins the subject property having the highest density shall set the maximum number of residence units for the subject property. If no residential district adjoins the subject property, then to allow the units to be used as a residence, there shall be a reduction in the number of units down to the maximum density allowed by the high density residential district (R-3) which shall not exceed ten (10) units per acre. All residential dwellings within the C-1 district shall meet the requirements of the appearance standards according to Section 3.13.

(l) To the extent reasonably possible given the size and characteristics of the subject property for the hotel or motel, refuse (garbage containment) areas, parking, electrical generator or loading service areas or any combination thereof, on the subject property shall be located away from residential districts and/or screened, or both, to protect other properties in the vicinity from noise, light, glare or odors, or any combination thereof.

(m) If one or more adjoining lots of record having a commercial zoning designation to the subject property are owned by the same owner of the subject property, and are proposed to be jointly developed as one hotel or motel, then the common plan for development cannot exceed the maximum density of ten (10) units per acre, regardless of the zoning of the other adjoining lots. If the property owner proposes to develop the adjoining lots separately from the C-1 subject property, then the use of the adjoining lots cannot encroach upon the C-1 subject property as an accessory use or otherwise. If a separate hotel or motel is developed upon adjoining commercial zoned property, as well as a hotel or motel upon the subject C-1 property, then each separate facility shall have daily maid service, separate parking, a separate twenty-four (24) hour desk/counter clerk service and a separate telephone switchboard service to receive incoming/outgoing messages, and be operated as separate facilities.

(n) To the extent reasonably possible, the facility should be designed so that its architectural characteristics are consistent with those of the area and of adjacent properties.

(o) The requirements of Section 13.2-28 shall be the minimum requirements for a hotel or motel in a limited commercial zoning district (C-1), and the City Council, in its legislative discretion, may impose further zoning conditions to mitigate any adverse impact of the hotel or motel to adjoining properties and the adjoining neighborhood and considering the standards provided by Sections 8.0, 8.1, 8.2 and 8.3 of the zoning procedures and standards ordinance.

SECTION 2. **REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.**

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 3. **SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent

of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 4. EFFECTIVE DATE.

The effective date of this ordinance shall be upon its passage by the City Council

SO ORDAINED, this 8 day of November, 2016.

BLUE RIDGE CITY COUNCIL

By: [Signature]
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

Attest:

[Signature]
City Clerk Kelsey Ledford

RDS/lle/2881/W188926

PUBLISHED August 31, 2016

ZONING HEARING September 29, 2016

FIRST READING October 14, 2016

PASSED November 8, 2016

AN ORDINANCE NO. 2016-11-08 (b)

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA; TO REVISE SECTION 13.1 TO PROVIDE THAT INTERESTED PARTIES CAN APPEAL THE DECISION OF THE BOARD OF ZONING APPEALS REGARDING AN ADMINISTRATIVE INTERPRETATION TO THE BLUE RIDGE CITY COUNCIL; TO REVISE SECTION 24.5 BY ADDING PROVISIONS REGARDING APPEALS FROM ACTION BY THE MAYOR AND COUNCIL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia is authorized by O.C.G.A. § 36-66-1, et seq. and the City Charter, to exercise its police power to enact zoning ordinances and regulations as to land use as to property within the City of Blue Ridge, Georgia; and

WHEREAS, the City Council of the City of Blue Ridge, Georgia desires to clarify Section 13.1 of the Zoning Ordinance as to appeals from the decisions of the Board of Zoning Appeals, and to clarify the provisions regarding appeals from the final decision of the Blue Ridge City Council regarding map amendments and other amendments of the Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Blue Ridge, Georgia, and it is hereby ordained by the above-referenced authority, as follows:

SECTION 1. AMENDMENT OF THE ZONING ORDINANCE.

This ordinance shall amend the Zoning Ordinance of the City of Blue Ridge, Georgia, to revise current provisions of the Zoning Ordinance, being Sections 13.1 regarding the "Table of Permissible and Conditional Uses", and being the first paragraph of said section, but not including the actual table contained within said section, and also revising Section 24.5, with the current provisions being deleted in their entirety, and with new Sections 13.1 and 24.5 to be substituted in lieu thereof and to read as follows:

13.1 Table of Permissible and Conditional Uses. No principal building, structure, or land use shall be permitted except in the zone districts indicated and for the purposes permitted in Table-13-1. Each use is mutually exclusive and does not encompass other uses listed in the

table. A principal use denoted by the letter "X" is allowed in that zone district by right, subject to any special requirements that may be applicable to that use. A principal use denoted by the letter "C" is permitted only if a conditional use permit is granted by the Mayor and Council after review under the Zoning Procedures and Standards Ordinance, City of Blue Ridge, Georgia. For uses not listed in the following table, the Zoning Administrator can determine that said use is similar in impact and intensity to another use that is currently allowed in the zone district and shall rule that the said use is therefore allowed. In the event that no similarity exists then the proposed use is not allowed or if the interpretation of the Zoning Administrator is questioned, then the Board of Zoning Appeals properly convened, can make a judgment as to whether said use is allowed in Blue Ridge. Appeals from the judgment from the Board of Zoning Appeals shall be in accordance with Section 23.8 of this ordinance. In the event that the Board of Zoning Appeals cannot rule about a specific use, then amendment of the Zoning Ordinance shall be required to determine where such use is properly allowed.

24.5 Action by the Mayor and Council. The Mayor and Council after receiving the recommendations of the Planning Commission shall take appropriate action on the application and shall notify the applicant of the final action taken by a written notification. The action of the Mayor and Council regarding the application shall be the final legislative action taken by the City of Blue Ridge. Any party aggrieved by the final action of the City Council may within 30 days thereafter appeal therefrom to the Fannin County Superior Court by way of the court procedure for a writ of certiorari in accordance with O.C.G.A. § 5-4-1, et seq.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

All parts of ordinances in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict, but it is hereby provided that any ordinance or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 3. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause or phrase, or any portion of this ordinance should be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the provisions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge, Georgia to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 4. EFFECTIVE DATE.

The effective date of this ordinance shall be upon its passage by the City Council.

SO ORDAINED, this 8 day of November, 2016.

BLUE RIDGE CITY COUNCIL

By: [Signature]
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

[Signature]
Councilperson

Attest:

[Signature]
City Clerk Kelsey Ledford

Task Release

THIS 8 day of NOVEMBER 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:
2016 CDBG Water System Improvements

- A. More specifically, the project includes the replacement/upgrade of the existing water mains located in the Orchard Boulevard area. The project area includes the following streets: Orchard Boulevard, Orchard Place, East 2nd Street, Wilson Street, and Ridge Street. 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:

<u>Task</u>	<u>Description</u>	<u>Fee Basis</u>
A	Engineering Design Phase	\$ 31,250.00
B	Bid/Construction Phase	\$ 13,389.00
C	Permitting (Land Dist., EPD)	\$ 10,000.00
TOTAL FEE		\$54,639.00

*Proposed Engineering Design/Bid/Construction Admin Fee is 12% of Construction Estimate for work scope.

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 **Fifty Four Thousand, Six Hundred Thirty Nine and 00/100 dollars (\$ 54,639.00)** 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:

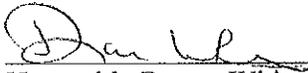
<u>Matt Smith</u>	<u>770-479-8782</u>
Name	Phone

- 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: <u>11/17/16</u>	Date: <u>November 16, 2016</u>

Kelsey Ledford

From: Matt Smith <msmith@cartersloope.com>
Sent: Friday, November 04, 2016 11:46 AM
To: Rebecca Harkins
Cc: Alicia Stewart; Brittany Bradley; Kelsey Ledford
Subject: Downtown Water Line Project Info
Attachments: B7970.013 Proposal Tabulations.pdf; B7970.013 Material Proposals.pdf

Becky:

Attached are copies of the proposal tabulations for the Downtown Water System Improvements - Phase I. There are 2 versions - the first one covers just labor while the second covers both labor and materials. I would recommend that the City look at the labor only bid results in order to save the sales tax on the materials. The other items that have to be included that are not in the labor only price are the materials and concrete/asphalt patching. Based on all of the proposals that we received, I recommend that the City award the project to Holloway Trenching. Holloway's base bid is \$74,006.98 and has the same labor cost to install either ductile iron or PVC. We would need to execute a change order to add \$19,320 for the concrete portion of the road patch, which would take his total contract amount to \$93,326.98.

The asphalt portion of the road patch would be paid directly to Johnson Paving at a price of \$22,520. The materials will also be paid directly to the supplier and will should be in the \$39,000 to \$56,000 range depending on whether we go with PVC or ductile iron pipe. I have included the 2 material proposals that we have received so far from HD Supply and Fortiline Waterworks (both provided by Jeff Holloway). We have also been contacted by Ferguson Waterworks with an interest in submitting a price. As you can see from the attached proposals, Fortiline is currently the lower proposal for either option (PVC or D.I.). I will proceed with getting a 3rd price from Ferguson unless you tell me otherwise.

In summary, we have the following total project costs and need to request the City Council's approval to move forward with the project. As you can see, the total project cost with the ductile iron pipe option (\$171,006.98) is \$17,748.22 less than the labor and material bid of \$188,755.20 from Holloway. This savings is due to the sales tax on the materials and a reduced paving section option on the asphalt patch.

Labor & Concrete	Holloway Trenching	\$93,326.98
Asphalt Patch	Johnson Paving	\$22,520.00
Materials		
PVC Option	Fortiline*	\$39,926.37 (*Current low price, but could be slightly lower w/ 3rd proposal)
D.I. Option	Fortiline*	\$55,159.68 (*Current low price, but could be slightly lower w/ 3rd proposal)
Total for PVC Option		\$155,772.45
Total for D.I. Option		\$171,006.98

Let me know if you have any questions about any of this or if I need to show this in a different way or with a different explanation. I'll be in the office this afternoon and will be glad to discuss any of this if we need to.

Matt Smith, PE
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: 770-479-8782

PROPOSAL TABULATION FOR ALL BIDS
 RECEIVED AT THE CITY OF BLUE RIDGE
 BLUE RIDGE CITY HALL, 480 WEST FIRST STREET, BLUE RIDGE, GEORGIA
 ON FRIDAY, OCTOBER 7 @ 5:00 PM

Labor Only

CARTER & SLOOF, INC.
 CONSULTING ENGINEERS
 115 Woodland Way, Suite 120
 Canton, GA 30114

PROJECT:				BIDDERS:	Holloway Trenching, LLC.		Mullins Utility & Contracting, LLC.	
CITY OF BLUE RIDGE					839 Adra Road		1045 Pleasant Hill Road	
DOWNTOWN WATER SYSTEM IMPROVEMENTS - PHASE I					Morganton, GA 30560		Jasper, GA 30143	
C&S PROJECT NO.: B7970.013								
ITEM NO.	QTY.	UNIT	DESCRIPTION					
Base Bid Items								
1.	1,860	LF	8" DI Water Main (Class 350) w/Accessories	\$ 15.00	\$ 28,020.00	\$ 53.00	\$ 99,004.00	
2.	23	LF	6" DI Water Main w/Accessories	\$ 15.00	\$ 345.00	\$ 50.00	\$ 1,150.00	
3.	43	LF	1" PVC (SDR 13.5) Water Main w/Accessories	\$ 10.00	\$ 430.00	\$ 45.00	\$ 1,935.00	
4.	1,390	LBS	Ductile Iron Fittings (Domestic, Compact Weight)	\$ 1.99	\$ 2,766.10	\$ 3.00	\$ 4,170.00	
5.	1	EA	8" x 6" Tapping Sleeve & Gate Valve w/Box	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
6.	1	EA	6" x 6" Tapping Sleeve & Gate Valve w/Box	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	
7.	2	EA	8" x 2" Tapping Sleeve & Gate Valve w/Box	\$ 300.00	\$ 600.00	\$ 2,000.00	\$ 4,000.00	
8.	7	EA	8" Gate Valve w/Box	\$ 250.00	\$ 1,750.00	\$ 600.00	\$ 4,200.00	
9.	6	EA	6" Gate Valve w/Box	\$ 250.00	\$ 1,500.00	\$ 600.00	\$ 3,600.00	
10.	1	EA	3/4" Ball Valve w/Box	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	
11.	4	EA	3-Way Fire Hydrant	\$ 450.00	\$ 1,800.00	\$ 1,300.00	\$ 5,200.00	
12.	20	LF	6" DI Hydrant Lead	\$ 15.00	\$ 300.00	\$ 30.00	\$ 600.00	
13.	4	EA	Remove Existing Fire Hydrant & Plug 6" Valve	\$ 100.00	\$ 400.00	\$ 2,000.00	\$ 8,000.00	
14.	118	LF	16" Steel Casing Installed by Open Cut	\$ 20.00	\$ 2,360.00	\$ 90.00	\$ 10,620.00	
15.	12	EA	Transfer Existing 3/4" or 1" Service (Longside)	\$ 850.00	\$ 10,200.00	\$ 800.00	\$ 9,600.00	
16.	14	EA	Transfer Existing 3/4" or 1" Service (Shortside)	\$ 350.00	\$ 4,900.00	\$ 800.00	\$ 11,200.00	
17.	45	EA	1" PE Service Tubing	\$ 4.00	\$ 180.00	\$ 9.00	\$ 405.00	
18.	669	LF	3/4" PE Service Tubing	\$ 5.00	\$ 3,345.00	\$ 9.00	\$ 6,021.00	
19.	1,147	SY	Class "A" Pavement Replacement	\$ 4.79	\$ 5,494.13	\$ 30.00	\$ 34,410.00	
20.	65	LF	Concrete Sidewalk Replacement	\$ 23.07	\$ 1,499.55	\$ 80.00	\$ 5,200.00	
21.	85	LF	Concrete Curb & Gutter Replacement	\$ 11.76	\$ 999.60	\$ 9.00	\$ 765.00	
22.	1	EA	Tie to Existing 8" Water Main	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	
23.	2	EA	Tie to Existing 2" & Smaller Water Main	\$ 200.00	\$ 400.00	\$ 2,000.00	\$ 4,000.00	
24.	1	EA	Cut & Cap Existing 6" Water Main	\$ 100.00	\$ 100.00	\$ 1,800.00	\$ 1,800.00	
25.	11	EA	Inlet Sediment Traps (Sd2)	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00	
26.	1	MON	NPDES Monitoring	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00	
27.	1.1	AC	Notice of Intent (NOI) Fee	\$ 40.00	\$ 44.00	\$ 40.00	\$ 44.00	
28.	50	CY	Rock Removal Base Cost	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	
29.	25	CY	Rock Removal Premium Cost	\$ 50.00	\$ 1,250.00	\$ 20.00	\$ 500.00	
TOTAL BASE BID:					\$ 74,006.98		\$ 225,224.00	

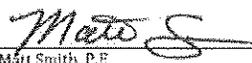
PROJECT: CITY OF BLUE RIDGE DOWNTOWN WATER SYSTEM IMPROVEMENTS - PHASE I C&S PROJECT NO.: B7970.013			BIDDERS:	Holloway Trenching, LLC. 839 Adra Road Morganton, GA 30560	Mullins Utility & Contracting, LLC. 1045 Pleasant Hill Road Jasper, GA 30143
ITEM NO.	QTY.	UNIT	DESCRIPTION		

Alternate Bid Items

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	1,868	LF	8" PVC (C-900) Water Main w/ Accessories	\$ 15.00	\$ 28,020.00	\$ 50.00	\$ 93,400.00
2.	23	LF	6" PVC (C-900) Water Main w/ Accessories	\$ 15.00	\$ 345.00	\$ 48.00	\$ 1,104.00
TOTAL ALTERNATIVE BID:					\$ 28,365.00		\$ 94,504.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on 10/7/16

10/14/16
Date


Matt Smith, P.E.
GA PE No. 23763

PROPOSAL TABULATION FOR ALL BIDS
 RECEIVED AT THE CITY OF BLUE RIDGE
 BLUE RIDGE CITY HALL, 480 WEST FIRST STREET, BLUE RIDGE, GEORGIA
 ON FRIDAY, OCTOBER 7 @ 5:00 PM

Materials & Labor

CARTER & SLOOFF, INC.
 CONSULTING ENGINEERS
 115 Woodland Way, Suite 120
 Canton, GA 30114

PROJECT:				BIDDERS:	Holloway Trenching, LLC.		T. Stanco		Mullins Utility & Contracting, LLC.		
CITY OF BLUE RIDGE					839 Adra Road		1873 Harris Road		1045 Pleasant Hill Road		
DOWNTOWN WATER SYSTEM IMPROVEMENTS - PHASE I					Morganton, GA 30560		Jasper, GA 30143		Jasper, GA 30143		
C&S PROJECT NO.: 07970.013											
ITEM NO.	QTY.	UNIT	DESCRIPTION								
Base Bid Items											
1.	1,868	LF	8" DI Water Main (Class 350) w/Accessories	\$	38.00	\$	56,040.00	\$	35.00	\$	65,300.00
2.	23	LF	6" DI Water Main w/Accessories	\$	29.50	\$	678.50	\$	35.00	\$	805.00
3.	43	LF	1" PVC (SDR 13.5) Water Main w/Accessories	\$	8.00	\$	344.00	\$	75.00	\$	3,225.00
4.	1,290	LBS	Ductile Iron Fittings (Ductastic, Compact Weight)	\$	8.26	\$	3,495.40	\$	6,000.00	\$	6,000.00
5.	1	EA	8" x 6" Tapping Sleeve & Gate Valve w/Box	\$	2,433.00	\$	2,433.00	\$	4,500.00	\$	4,500.00
6.	1	EA	6" x 6" Tapping Sleeve & Gate Valve w/Box	\$	2,427.38	\$	2,427.38	\$	4,500.00	\$	4,500.00
7.	2	EA	8" x 2" Tapping Sleeve & Gate Valve w/Box	\$	657.98	\$	1,314.76	\$	1,500.00	\$	2,000.00
8.	7	EA	8" Gate Valve w/Box	\$	1,170.67	\$	8,194.69	\$	1,250.00	\$	8,750.00
9.	6	EA	6" Gate Valve w/Box	\$	812.17	\$	4,873.02	\$	1,050.00	\$	6,300.00
10.	1	EA	3/4" Ball Valve w/Box	\$	120.00	\$	120.00	\$	400.00	\$	400.00
11.	4	EA	3-Way Fire Hydrant	\$	2,747.50	\$	11,190.00	\$	4,025.00	\$	16,190.00
12.	20	LF	6" DI Hydrant Lead	\$	26.00	\$	537.60	\$	100.00	\$	2,000.00
13.	4	EA	Remove Existing Fire Hydrant & Plug 6" Valve	\$	150.00	\$	600.00	\$	250.00	\$	1,000.00
14.	118	LF	16" Steel Casing Installed by Open Cut	\$	50.00	\$	5,900.00	\$	250.00	\$	29,500.00
15.	12	EA	Transfer Existing 3/4" or 1" Service (Longside)	\$	995.00	\$	11,940.00	\$	1,500.00	\$	18,000.00
16.	14	EA	Transfer Existing 3/4" or 1" Service (Shortside)	\$	545.00	\$	7,630.00	\$	1,000.00	\$	14,000.00
17.	45	EA	1" PE Service Tubing	\$	4.35	\$	195.75	\$	20.00	\$	900.00
18.	669	LF	3/4" PE Service Tubing	\$	5.25	\$	3,512.25	\$	15.00	\$	10,035.00
19.	1,147	SY	Class "A" Pavement Replacement	\$	46.15	\$	62,934.05	\$	60.00	\$	68,820.00
20.	65	LF	Concrete Sidewalk Replacement	\$	50.00	\$	3,250.00	\$	100.00	\$	6,500.00
21.	85	LF	Concrete Curb & Gutter Replacement	\$	30.00	\$	2,550.00	\$	100.00	\$	8,500.00
22.	1	EA	Tie to Existing 8" Water Main	\$	1,000.00	\$	1,000.00	\$	4,000.00	\$	4,000.00
23.	2	EA	Tie to Existing 2" & Smaller Water Main	\$	250.00	\$	500.00	\$	1,000.00	\$	2,000.00
24.	1	EA	Cut & Cap Existing 6" Water Main	\$	200.00	\$	200.00	\$	500.00	\$	500.00
25.	11	EA	Inlet Sediment Traps (S27)	\$	200.00	\$	2,200.00	\$	500.00	\$	5,500.00
26.	1	MON	NPDES Monitoring	\$	400.00	\$	400.00	\$	2,000.00	\$	2,000.00
27.	1.1	AC	Notice of Intent (NOI) Fee	\$	40.00	\$	44.00	\$	40.00	\$	44.00
28.	50	CY	Rock Removal Base Cost	\$	20.00	\$	1,000.00	\$	20.00	\$	1,000.00
29.	25	CY	Rock Removal Premium Cost	\$	50.00	\$	1,250.00	\$	50.00	\$	1,250.00
TOTAL BASE BID:						\$	188,755.20	\$	294,589.00	\$	351,327.50

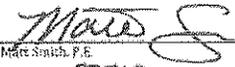
PROJECT: CITY OF BLUE RIDGE DOWNTOWN WATER SYSTEM IMPROVEMENTS - PHASE I C&S PROJECT NO.: B7978.013			BIDDERS: Holloway Trenching, LLC 839 Adra Road Morganton, GA 30560	T. Stanco 1873 Harris Road Jasper, GA 30143	Mullins Utility & Contracting, LLC 1045 Pleasant Hill Road Jasper, GA 30143
ITEM NO.	QTY.	UNIT	DESCRIPTION		

Alternate Bid Items

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	1,868	LF	9" PVC (C-900) Water Main w/ Accessories	\$ 24.06	\$ 41,208.00	\$ 30.00	\$ 56,040.00	\$ 60.00	\$ 112,590.00
2.	23	LF	6" PVC (C-900) Water Main w/ Accessories	\$ 20.00	\$ 460.00	\$ 30.00	\$ 690.00	\$ 58.00	\$ 1,334.00
TOTAL ALTERNATIVE BID:					\$ 41,668.00		\$ 56,730.00		\$ 113,414.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all bids received on 10/7/16

10/14/16
Date


Matt Smith, P.E.
GAPE No. 28763



Bid Proposal for DOWNTOWN

CUSTOMER	<p>CITY OF BLUE RIDGE STOCK-KENNESAW 480 WEST FIRST STREET BLUE RIDGE, GA 30513</p>	<p>Job DOWNTOWN Bid Date: 10/14/2016</p>
CONTACT	<p>Sales Representative Mondy Walls (M) 404-427-3110 (T) 770-423-0583 (F) 770-425-8897 (E) Mondy.Walls@hdsupply.com</p>	<p>HD Supply Waterworks 2111 Moon Station Dr Kennesaw, GA 30144 (T) 770-423-0583</p>
NOTES		



Bid Proposal for DOWNTOWN

CITY OF BLUE RIDGE
 Bid Date: 10/14/2016
 HD Supply Bid #: 184368

HD Supply Waterworks
 2111 Moon Station Dr
 Kennesaw, GA 30144
 Phone: 770-423-0583
 Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	1868	8 TJ PR350 DI PIPE C/L	FT	13.50	25,218.00
20	23	6 TJ CL50 PR350 DI PIPE C/L	FT	10.40	239.20
30	43	1X20' PVC SCH40 PIPE SWB SOLVENT WELD BELL	FT	0.40	17.20
40	1290	MJ FITTINGS PER LB	EA	2.25	2,902.50
				SUBTOTAL	3,002.50 28,276.90
50	1	FORD FAST SS TAP SL 8X6	EA	400.00	400.00
60	1	6 4751-01 MJ RW TAP VLV OL	EA	580.00	580.00
70	1	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	37.00
80	1	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	12.00
90	1	6 ONE-LOK DI RESTR SLDE6 (I) SIGMA (DIP) GLAND ONLY	EA	21.00	21.00
100	1	6 MJ REGULAR ACC SET L/GLAND	EA	0.00	
				SUBTOTAL	1,050.00
110	1	FORD FAST 6X6 SS TAP SLEEVE	EA	375.00	375.00
120	1	6 4751-01 MJ RW TAP VLV OL	EA	580.00	580.00
130	1	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	37.00
140	1	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	12.00
150	1	6 ONE-LOK DI RESTR SLDE6 (I) SIGMA (DIP) GLAND ONLY	EA	21.00	21.00
160	1	6 MJ REGULAR ACC SET L/GLAND	EA	0.00	
				SUBTOTAL	1,025.00
170	1	313-090514-000 8X2IP SADDLE EPOXY W/E-G BALES 7.69-9.05 OD	EA	40.00	40.00
180	1	2X3 BRASS NIPPLE NO LEAD	EA	10.00	10.00
190	1	2 7057-07 FIP RW G/VLV DI O/L 18-8 SS B&N	EA	235.00	235.00
200	1	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	37.00
210	1	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	12.00
				SUBTOTAL	334.00
220	7	8 7571 MJ RW GV DI OL L/ACC GATE VALVE	EA	692.00	4,844.00
230	7	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	259.00
240	7	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	84.00
250	14	8 ONE-LOK DI RESTR SLDE8 (I) SIGMA (DIP) GLAND ONLY	EA	32.00	448.00
260	14	8 MJ REGULAR ACC SET L/GLAND	EA	0.00	
				SUBTOTAL	5,635.00
270	6	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	436.00	2,616.00
280	6	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	222.00
290	6	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	72.00
300	12	6 ONE-LOK DI RESTR SLDE6 (I) SIGMA (DIP) GLAND ONLY	EA	21.00	252.00
310	12	6 MJ REGULAR ACC SET L/GLAND	EA	0.00	
				SUBTOTAL	3,162.00
320	1	3/4 WATT BALL VALVE B6000	EA	12.00	12.00
330	1	DS109 DALLAS DS109 6"ROUND VAL VE BOX PLAIN	EA	5.00	5.00
				SUBTOTAL	17.00
340	4	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	436.00	1,744.00
350	4	6X13 MJ ANCHOR CPLG USA C153 SWIVELXSOLID ADAPTER	EA	110.00	440.00
360	4	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	148.00
370	4	CONCRETE VALVE JACKET COLLAR VP24R	EA	12.00	48.00
380	4	5-1/4VO 129 HYD 4'0"B 6MJ LA -L/A LESS ACC.	EA	1,450.00	5,800.00
390	8	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	EA	32.00	256.00
400	8	8 MJ REGULAR ACC SET L/GLAND	EA	0.00	
410	8	6 MJ REGULAR ACC SET L/GLAND	EA	0.00	



Bid Proposal for DOWNTOWN

Seq#	Qty	Description	Units	Price	Ext. Price
				SUBTOTAL	8,436.00
420	20	6 TJ CL50 PR350 DI PIPE C/L	FT	10.40	208.00
				SUBTOTAL	208.00
430	120	16X.250 WALL STEEL CASING	FT	20.00	2,400.00
440	12	8X16"CTR CASING SPACER CCS-905 CENTERED	EA	65.00	780.00
				SUBTOTAL	3,180.00
450	12	313-090509-000 8X1CC SADDLE EPOXY W/E-G BALES 7.69-9.05 OD	EA	25.00	300.00
460	12	F1000-4G 1 CORP CCXGJ (CTS)	EA	43.00	516.00
470	12	B43-344WQNL 1 BMV QJ(CTS)XMN (NO LEAD)	EA	45.00	540.00
480	12	CARSON 10152012 1015-12 P BODY BLACK 2 MSHL	EA	20.00	240.00
490	12	CI LID F/PLAS METER BOX3	EA	19.00	228.00
				SUBTOTAL	1,824.00
500	14	313-090507-000 8X3/4CC SADDLE EPOXY W/E-G BALES 7.69-9.05 OD	EA	36.90	516.60
510	14	F1000-3QNL 3/4 CORP CCXQJ (CTS) NO LEAD	EA	39.26	549.64
520	14	B43-232WGNL 3/4 BMV GJ(CTS)XMN W/LW (NO LEAD)	EA	54.06	756.84
530	14	CARSON 10152012 1015-12 P BODY BLACK 2 MSHL	EA	20.00	280.00
540	14	CI LID F/PLAS METER BOX3	EA	19.00	266.00
				SUBTOTAL	2,369.08
550	100	1X100' CTS PE TUBING 200PSI PE340B NSF SDR-9 D2737	FT	0.47	47.00
				SUBTOTAL	47.00
560	700	3/4X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	FT	0.29	203.00
				SUBTOTAL	203.00
570	1900	8 C900 DR18 PVC PIPE BLUE (G) MARKINGS PC235	FT	5.35	10,165.00
580	23	6 C900 DR18 PVC PIPE BLUE (G) MARKINGS PC235	FT	3.35	77.05
				SUBTOTAL	10,242.05
				Sub Total	66,109.03
				Tax	0.00
				Total	66,109.03

\$55,866.93

PVC Total \$40,651.83

D.I. Total \$55,866.93



QUOTE

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
218472	FORTILINE CARTERSVILLE	5590253	10/26/16	1

CUSTOMER	PROJECT INFORMATION
CITY OF BLUE RIDGE 480 WEST FIRST ST BLUE RIDGE, GA 30513	DOWNTOWN

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1868	FT	8" TJ DIP PR350	13.4400	25,105.92
20	23	FT	6" TJ DIP PR350	10.2500	235.75
30	43	FT	1" SCH40 PVC PIPE BE	.3800	16.34
40	1290	EA	MJ FITTINGS	1.7500	2,257.50
Package Sub-total:					27,615.51
80	1	EA	8X6 SST TAP SLV 8.62-9.06 SST-906X6SS ROMAC	525.1100	525.11
90	1	EA	6" MJ TV O/L 4751 L/ACC	570.0000	570.00
100	1	EA	562S SCREW VB COMP 24"-36"	35.0000	35.00
110	1	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	11.85
120	1	EA	6" ONE-LOK DIP W/ACC SLDEP6	22.5000	22.50
Package Sub-total:					1,164.46
160	1	EA	6X6 SST TAP SLV 6.60-7.00 SST-700X6SS ROMAC	507.3600	507.36
170	1	EA	6" MJ TV O/L 4751 L/ACC	570.0000	570.00
180	1	EA	562S SCREW VB COMP 24"-36"	35.0000	35.00
190	1	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	11.85
200	1	EA	6" ONE-LOK DIP W/ACC SLDEP6	22.5000	22.50
Package Sub-total:					1,146.71
230	1	EA	8X2 IP 408 CTD SDL 8.99-9.79 408-0963X14TP JCM	38.7500	38.75
240	1	EA	2"X3" BRASS NIPPLE	9.2800	9.28
250	1	EA	2" THD GV O/L 4067-07 OP NUT	227.0000	227.00
260	1	EA	562S SCREW VB COMP 24"-36"	35.0000	35.00
270	1	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	11.85
Package Sub-total:					321.88
300	7	EA	8" MJ GV O/L 7571-01 L/ACC	686.0000	4,802.00
310	7	EA	562S SCREW VB COMP 24"-36"	35.0000	245.00
320	7	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	82.95
330	14	EA	8" ONE-LOK DIP W/ACC SLDEP6	31.2500	437.50
Package Sub-total:					5,567.45
360	6	EA	6" MJ GV O/L 7571-01 L/ACC	425.0000	2,550.00
370	6	EA	562S SCREW VB COMP 24"-36"	35.0000	210.00
380	6	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	71.10
390	12	EA	6" ONE-LOK DIP W/ACC SLDEP6	22.5000	270.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All material is quoted for shipment within 30 days of bid or quote date. After 30 days.

ALL quote prices are subject to review, based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
218472	DOWNTOWN	5590253	10/26/16	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Package Sub-total:					3,101.10
420	1	EA	3/4" BRASS BALL VALVE NO LEAD	11.5000	11.50
430	1	EA	6" ROUND TURF BOX W/GREEN LID 9" DEEP D109-G	4.3100	4.31
Package Sub-total:					15.81
460	4	EA	6" MJ GV O/L 7571-01 L/ACC	425.0000	1,700.00
470	4	EA	6X13 MJ ANC CELG SWVXSOL C153 DOMESTIC	109.2500	437.00
480	4	EA	562S SCREW VB COMP 24"-36"	35.0000	140.00
490	4	EA	VLV BOX PROTECTOR RING ROUND CONCRETE	11.8500	47.40
500	4	EA	5-1/4YO HYD 4'0" 6MJ O/L 129 SILVER L/ACC	1,445.0000	5,780.00
510	8	EA	8" MEGALUG DIP W/ACC 1108DSC	44.9900	359.92
520	8	EA	6" MJ REGULAR ACC LESS GLAND	15.6400	125.12
530	20	FT	6" TJ DIP PR350	10.2500	205.00
Package Sub-total:					8,794.44
560	120	FT	16"X.25" STEEL CASING PIPE	19.5000	2,340.00
570	12	EA	8"X16" CASING SPACER	60.0000	720.00
Package Sub-total:					3,060.00
600	12	EA	8X1 CC 202U SDL 8.63-9.05	24.5000	294.00
610	12	EA	1" CORP STOP CCXPJC NO LEAD 74701-22	42.2500	507.00
620	12	EA	1"X3/4"X1" BALL VLV PJCKMSN NO LEAD 76100MW-22R	71.6600	859.92
630	12	EA	12X17X12 D1200 MB BODY	15.0000	180.00
640	12	EA	DX1015 SOLID CAST IRON LID ONL	14.0000	168.00
Package Sub-total:					2,008.92
670	14	EA	8X3/4 CC 202U SDL 8.63-9.05	35.7500	500.50
680	14	EA	3/4" CORP STOP CCXPJC NO LEAD 74701-22	35.0000	490.00
690	14	EA	5/8"X3-3/4" BALL VLV PJCKMSN NO LEAD 76100MW-22R	52.3500	732.90
700	14	EA	12X17X12 D1200 MB BODY	15.0000	210.00
710	14	EA	DX1015 SOLID CAST IRON LID ONL	14.0000	196.00
Package Sub-total:					2,129.40
730	100	FT	1"X100' CTS BLUE PE TUBING	.4500	45.00
Package Sub-total:					45.00
760	700	FT	3/4X100' CTS BLUE PE TUBING	.2700	189.00
Package Sub-total:					189.00
790	1900	FT	8" C900 DR18 PIPE	5.2800	10,032.00
800	23	FT	6" C900 DR18 PIPE	3.3200	76.36
Package Sub-total:					10,108.36
PVC Total \$39,926.37					
D.I. Total \$55,159.68					
Subtotal:					65,268.04
Tax:					.00
Bid Total:					65,268.04

Ent By DAT 10/26/16 16:51:02

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES
 All material is quoted for shipment within 30 days of bid or quote date. After 30 days,
 ALL quote prices are subject to review, based on current market conditions.

THE STEEDLEY FIRM, INC.

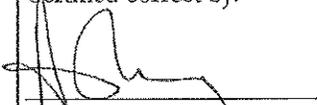
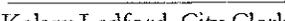
COMMUNITY ECONOMIC DEVELOPMENT CONSULTING
 182 CHILDS STREET
 ATHENS, GA 30601

Invoice #
600

Date
10/27/2016

Ms. Kelsey Ledford City Clerk City of Blue Ridge 480 West First Street Blue Ridge, Georgia 30513-4522

Due Upon Receipt

Date	Description	Rate	Hours	Amount
	City of Blue Ridge, Georgia Orchard Boulevard Water Improvements Phase I FY 2016 \$500,000 CDBG No. 16p-x-055-2-5836 Grant Administration Contract: \$ 30,000.00 (207 hours) Current Services: 19 Sept 2016 to 27 Oct 2016 \$ 5,625.00 (65 hours) Contract Balance: \$ 24,375.00 A. Steedley, Grant Award Package, Special Condition #1, Accounts, DCA Start-Up Visit (19 Oct 2016)	145.00	16	2,320.00
	A. Steedley, Environmental Review	145.00	1.5	217.50
	JDV, Environmental Review	65.00	43	2,795.00
	JDV, Administration	65.00	4.5	292.50
	Certified correct by:			
	 Angela Steedley, EIDFP President/CEO			
	Approved by:			
	 Donna Whitener, Mayor			
	 Kelsey Ledford, City Clerk			

Thank you. Working with you is a pleasure!
--

Balance Due \$5,625.00

Phone 706.255.5316
 EIN 26-1885492
 as@thesteadleyfirm.com

The Steedley Firm, Inc.
 Time by Job Detail
 September 19 through October 27, 2016

Date	Name	Billing Status	Duration	Notes
A.21A.00 Administration				
09/19/2016	Jennell Varnadoe	Unbilled	1:00	Reviewed Engineering Contract CDBG FY 2016-2017
09/20/2016	Jennell Varnadoe	Unbilled	3:30	Reviewed FY 2016 CDBG Application & The Steedley Firm Contract 3PM - 6:30 PM
Total Billable Administration (JDV)			4:30	
10/13/2016	Lori A Steedley	Not Billable	1:18	SF FY 2016 contract revision (Not applicable if Kelsey can locate minutes (Jan-Apr 2016) start-up visit with Pam Trutt (11 am - 12:30 (1.5 hrs) + 3.5 (on-site) + 5 hrs travel)
10/19/2016	Lori A Steedley	Unbilled	10:00	12:30 - 4 pm prepared grant award documents, SC #1 and transmittals
10/25/2016	Lori A Steedley	Unbilled	1:30	reviewed/revised project description for ERR
10/26/2016	Lori A Steedley	Unbilled	1:00	Emailed Kelsey re: status; file review; ACH vendor form remains - needs Donna's signature.
10/27/2016	Lori A Steedley	Unbilled	3:30	drafted start-up visit notes- minutes in accordance with DCA start-up visit checklist.
Total Billable Administration (LAS)			17:18	
Total Billable Administration (LAS)			16:00	
Administration: Environmental Review				
10/13/2016	Jennell Varnadoe	Unbilled	6:00	11 am - 12 pm
10/14/2016	Jennell Varnadoe	Unbilled	6:00	9 am - 3 pm cdbg environmental review (JDV)
10/17/2016	Jennell Varnadoe	Unbilled	4:00	9 am - 3 pm environmental review
10/24/2016	Jennell Varnadoe	Unbilled	4:00	11:30 am - 3:30 pm environmental review
10/25/2016	Jennell Varnadoe	Unbilled	8:00	1-5 pm environmental review
10/25/2016	Jennell Varnadoe	Unbilled	7:00	9 - 5 pm. Airport maps, etc. environmental assessment checklist.
10/27/2016	Jennell Varnadoe	Unbilled	8:00	9-4 pm downloaded all ERR forms from DCA's website; revised project description per AS comments.
10/27/2016	Jennell Varnadoe	Unbilled	43:00	8 am - 4 pm environmental review
Total Environmental Review (JDV)			43:00	
Total Billable Administration + ERR (JDV)			47:30	

AS
 10/27/2016



Kendall SUPPLY

2941 PIEDMONT RD NE STE D
ATLANTA GA 30305-2784
678-377-3220
Remit Payment to above address:

Invoice No. 20910903
Date: 8/22/2016

INVOICE

Customer

Name CITY OF BLUE RIDGE WATER & SEWER
Contact: 480 WEST FIRST STREET
Address BLUE RIDGE, GA 30513
City State ZIP
Phone Fax:

Misc

PO# 27724
Order Date 8/8/2016
Job GEFA PROJ PH2
Rep JK
FOB Destination

Ordered	Shipped	Backorder	Description	Unit Price	TOTAL
419	419		3/4" IPERL WATER METER TRPL 1 GAL	\$104.50	\$43,785.50
20	20		1" IPERL WATER METER TRPL 1 GAL	\$199.60	\$3,992.00
5	5		1.5 OMNI WATER METERS & ACC 1 GAL	\$1,350.00	\$6,750.00
15	15		2" OMNI WATER METERS & ACC 1 GAL	\$1,620.00	\$24,300.00
2	2		3" OMNI WATER METER & ACC 1 GAL	\$2,090.00	\$4,180.00
1	1		4" OMNI WATER METER & ACC 1 GAL	\$3,460.00	\$3,460.00
1	1		6" OMNI WATER METER & ACC 1 GAL	\$5,810.00	\$5,810.00
505	505		METER TRANSMITTER FLEXNET 520M SINGLE PORT	\$140.00	\$70,700.00
40	40		IPERL CABLE 5' TRPL	\$16.50	\$660.00
100	100		METER BOX T LID RECTANGULAR W/2" TR HOLE	\$19.50	\$1,950.00
75	75		METER BOX OVAL LID W/2" TR HOLE	\$19.50	\$1,462.50
1	1		6" BACKFLOW, VAULT & MISC FITTINGS FOR INSTALL	\$9,604.00	\$9,604.00
				SubTotal	\$176,654.00
				Shipping	\$-

Payment Terms NET 30 DAYS

Taxes:

All Prices Include Sales Tax
INVOICE TOTAL \$176,654.00

Comments Payment due by 09-22-16

Please call Brad @ 678.377.3220
if you have any questions.

Office Use Only

Seller is a distributor of products manufactured and warranted by others. The good sold by this invoice and contract are furnished "AS IS" by seller, and are subject only to the manufacturer's warranties. Seller shall not be liable for any loss, damage, or injury, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use and assumes all risks and liability whatever in connection therewith.

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
December 13, 2016 3:25 p.m. – 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Harold Herndon, Rodney Kendall
And Bruce Pack
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith
Carter & Sloope Engineer Matt Smith
Colwell Construction Co., Inc. Representatives Luke Colwell and Danny 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 3-0. 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 stated that a copy of the meeting rules of procedures were available at the Council desk and proceeded to go over the agenda. Mayor Whitener asked to remove the time restraints outlined in the meeting policy. The Council did not object.

4) (3:30 p.m. – 4:30 p.m.) Pre-Construction Meeting with Colwell Construction Co., Inc. and Carter & Sloope:

Carter & Sloope Engineer Matt Smith led the Pre-Construction Meeting. Mr. Smith handed out a checklist (attached) for the meeting and proceeded to go over the checklist with Colwell as well as the Mayor and Council. Mr. Smith and Luke Colwell with Colwell Construction Co., Inc. are responsible for providing the City with a monthly newsletter for the downtown merchants and other interested parties. While Mr. Smith proceeded to go over the checklist Council Member Angie Arp arrived at 3:50 p.m. and took a seat in the audience. After Mr. Smith finished reviewing the checklist, project construction questions arose from Council Member Angie Arp, Cesar Martinez and an ETC representative.

City of Blue Ridge

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5) (4:30 p.m. – 5:00 p.m.) Preview East Main Street Construction Plans with Colwell Construction Co., Inc. and Carter & Sloope:

This section of the meeting began at 4:25 p.m. Mr. Smith, Mr. Colwell, Mr. Ledford, the Mayor and Council as well as the public took the designated time to review the construction plans in a round table fashion.

6) (5:00 p.m. – 6:00 p.m.) Town Hall Meeting in regards to the East Main Street Project-(open for public comment):

This section of the meeting began at 5:00 p.m. Council Member Rhonda Thomas arrived and was present for the duration of the meeting. Council Member Angie Arp joined the rest of the Council at the Council desk. Suzanne Ponton began the public comment section by asking where the construction equipment would be parked at the end of each day. She was informed that the plan was to park equipment at either the Farmer's Market or City Hall and possibly on occasion at the Temple Church Property located on West Main Street if Mayor Whitener is successful in obtaining the church's approval. Amy Arant asked if the town planned to park in another location during the project timeframe so that town will not be divided. Mayor Whitener explained that it has been discussed and that the town may park near the Court House. Angelena Powell, owner of Three Sisters Fudge, asked how the project would affect customers being able to access her business. She was informed that the Depot Restrooms would remain open and customers could enter her business from that direction. John Soave asked about garbage cans and trash pickup. Mayor Whitener and Council Member Rhonda Thomas discussed the topic with him. Drew Dillard asked Mayor Whitener previously, if the construction crew would be mindful of three day weekends in which events were planned. It was explained that the crew will leave a clean work site at the end of each day and would do their best to accommodate the merchants. Colwell Construction Representative Danny Ledford asked Mayor Whitener if the crew was asked to not work on a certain day for an event that the additional day be added to the duration of their contract. John Soave asked the Council about assisting some business/property owners in obtaining underground power on East Main Street. Mr. Soave, Dan Mellman, and the Mayor and Council discussed this topic briefly. Mr. Soave is to bring an estimated cost back to the Mayor and Council at a later meeting. Dan Mellman discussed parking with the Mayor and Council.

City of Blue Ridge

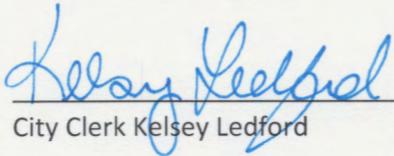
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7) Adjournment:

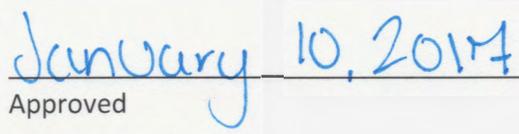
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved





Carter & Sloope

CONSULTING ENGINEERS

PRECONSTRUCTION CONFERENCE CHECKLIST

December 13, 2016

3:30 p.m.

OWNER: City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
(706) 632-2091 – Phone
(706) 632-3278 – Fax

ENGINEER: Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
(770) 479-8782 – Phone
(770) 479-1884 – Fax

CONTRACTOR: Colwell Construction Co., Inc.
P.O. Box 850
857 Rock Road
Blairsville, Georgia 30514
(706) 745-6239 – Phone

PROJECT: Downtown Improvements, East Main Street
C & S Project No.: B7970.016

CONTRACT AMOUNT: \$922,121.48

CONTRACT TIME: 120 days

NOTICE TO PROCEED: Start Date: January 9, 2017
Completion Date: May 8, 2017

LIQUIDATED DAMAGES: \$200 per day

ENGINEER'S REPRESENTATIVE: Matt Smith, PE (478) 214-3535
Email: msmith@cartersloope.com

OWNER'S REPRESENTATIVE: Kelsey Ledford, City Clerk
(706) 632-2091 (office)
Shannon Payne, Water & Sewer
(706) 633-9948 (cell)
Mark Clemmons, Streets & Storm
(706) 633-9955 (cell)

CONTRACTOR'S REPRESENTATIVE:

Curtis Colwell (706) 897-9556

Email: curtiscolwell@colwellconstruction.com

Luke Colwell (706) 897-4097

Email: lukecolwell@colwellconstruction.com

SUBCONTRACTORS:

ITEMS TO DISCUSS:

1. **Schedule:** The CONTRACTOR shall submit an estimated progress schedule before commencement of the project. This schedule shall include a projected payment schedule. If any significant changes occur, the CONTRACTOR shall submit a revised schedule. The CONTRACTOR shall also submit all certifications and records of compliance as outlined in the specifications.
2. **Subcontractors:** ENGINEER will require a list of all subcontractors for approval.
3. **Record Drawings:** The CONTRACTOR shall keep a record set of drawings during the construction of the project. All deviations from the plans shall be noted on these record drawings and given to the ENGINEER at the end of the project. Record drawings shall be made available to the ENGINEER at all times.
4. **Materials & Equipment:** CONTRACTOR is to furnish all materials, labor, equipment, etc. for the construction of this project.
5. **Change Orders:** For change orders that involve costs or time delays, CONTRACTOR shall obtain approval of ENGINEER and OWNER prior to any changes except in case of emergency.
6. **Shop Drawings:** CONTRACTOR shall submit four (4) sets of shop drawings so the ENGINEER can retain two (2) copies. All shop drawings submitted to the ENGINEER shall be reviewed and stamped approved by the CONTRACTOR and all deviations from the specifications or plans noted. No work is to be done until shop drawings are reviewed by the ENGINEER. The CONTRACTOR shall have stamped shop drawings on site at all times. Shop drawings are required for all foundations, structures, and materials in this project.
7. **Payment Requests:** CONTRACTOR shall submit four (4) copies of pay estimates to the ENGINEER. Within 10 days, pay requests will be approved, provided work is satisfactory, and forwarded to the OWNER for payment to the Contractor, or pay requests may be returned to the CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the pay request. Stored materials will be paid if invoices are attached to the pay request and the materials are located on site. Submit four (4) copies of stored material invoices.

8. **Retainage:** Retention of 10% of payments claimed until construction is 50% complete. At 50% completion, no additional retainage will be retained provided construction progress is proceeding satisfactorily. Upon substantial completion, the retainage may be reduced to 5%. At any time, if by the determination of the OWNER and/or ENGINEER, satisfactory progress is not being made, the retainage can be increased to 10%.
9. **Coordination of Work and Space Requirements:** It shall be the responsibility of the CONTRACTOR to coordinate his activities and space requirements with each Sub-Contractor, property owners, and the OWNER.
10. **Safety:** The CONTRACTOR shall be responsible for safety at the job sites. CONTRACTOR shall be responsible for all road and pedestrian traffic control. "Road Work" signs shall be kept up each day of construction and removed when there is no construction in progress. Owner will not require distances to be shown on "Road Work" signs. Flaggers will be required any time the road is blocked. Flagger must be State certified. Signs must be (permanent) high intensity grade, metal signs.
11. **Security:** It is the responsibility of the CONTRACTOR to provide his own security.
12. **Clean-Up:** It is the CONTRACTOR'S responsibility to restore disturbed areas as soon as possible after construction. Driveways and entrance ways must be accessible.
13. **Notification:** CONTRACTOR shall notify Matt Smith at Carter & Sloope, Inc. 24 hours prior to starting work and each time construction stops, excluding weekend work stoppages.
14. **Utilities:** The CONTRACTOR shall be responsible for contacting the Georgia Utilities Protection Center (Call 811) to verify and mark actual locations of existing utilities. The CONTRACTOR shall keep a set of plans indicating utility locations and any deviations from the construction plans. Three (3) days notice is required for utility line location.
15. **NPDES Stormwater Monitoring:** No longer needed based on reduction in scope. Land disturbance is less than 1 acre.
16. **Sediment and Erosion Control:** Erosion control shall be employed by the CONTRACTOR during the construction period and shall include all measures required to prevent soil erosion from the site until permanent erosion control measures are installed. Work shall be accomplished through, but not limited to, the use of berms, dikes, sediment barriers, sediment traps, sediment basins, silt fences, temporary grasses, check dams, mulching and construction exits.

ADDITIONAL COMMENTS:

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
December 13, 2016 at 6:00 p.m.

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

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.

Mayor Donna Whitener requested to amend the agenda by removing items 9, 15 and 21, as well as moving items 12 and 18 ahead of agenda item 5. Council Member Rodney Kendall made a motion to accept the amendment. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion Carried.

2) Prayer and Pledge of Allegiance:

The Mayor and Council did not offer a word of prayer or state the Pledge of Allegiance since they did so during the prior Special Called Council Meeting.

3) Council Meeting Rules of Procedures:

Mayor Donna Whitener announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Approval of Minutes:

Council Member Rodney Kendall made a motion to approve the November 8, 2016 Council Meeting Minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion Carried.

5) East Main Street Project Colwell Construction Co., Inc. Agreement:

Council Member Angie Arp made a motion to accept the agreement between the City and Colwell Construction Co., Inc. (attached). The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve signing the Notice to Proceed (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

City of Blue Ridge

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6) Sewer Plant:

Council Member Angie Arp made a motion to proceed with discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Matt Smith from Carter and Sloope discussed the need to have sewer temperatures resolved by October 2018 as well as the Mercury and Copper deposit limits. The allotted time limit expired. Council Member Rodney Kendall made a motion to extend additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. The second time limit expired – no motion made – discussion continued. Mr. Smith will be sending figures for the Sewer Plant.

7) 2017 General Election Ordinance (2nd reading and adoption)

Council Member Angie Arp made a motion to accept the 2nd reading and adoption of the 2017 General Election Ordinance. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

8) 2017 General Election Official Appointments:

Council Member Rodney Kendall made a motion to appoint Barbie Gerald as the Election Superintendent for the 2017 General Election. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion Carried.

9) Municipal Court Prosecuting Attorney Ordinance (2nd reading and adoption):

Council Member Rodney Kendall made a motion to accept the 2nd reading and adoption of the Municipal Court Prosecuting Attorney Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

10) Municipal Court Prosecuting Attorney Solicitor Resolution (1st reading and adoption):

Council Member Rodney Kendall made a motion to accept the 1st reading and adopt the Municipal Court Prosecution Attorney Solicitor Resolution. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

11) 2017 LMIG:

The Mayor, Council and City Clerk discussed the application requirements and which roads to apply the upcoming LMIG funds to. The allotted five minute time limit expired without a motion to extend additional time. The discussion continued. Council Member Angie Arp is to create a list of roads with Street Supervisor Mark Clemmons and provide the list to Finance Director Alicia Stewart.

12) 2017 Budget Amendment No. 1 (Dumpster and Sludge removal at Water Treatment Plant):

Council Member Rodney Kendall made a motion to approve the 2017 Budget Amendment No. 1 (attached). 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

13) Carter and Sloope Task Release No. 10 (Water Meter Replacement Phase III):

Council Member Rhonda Thomas made a motion to accept the Carter and Sloope Task Release No. 10 (attached). The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried

14) Water Line Replacement Project (Material Proposal):

Council Member Rodney Kendall made a motion to approve the (Material Proposal) D.I. Option quote from Kendall Supply in the amount of \$52,746.38 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

15) Carter and Sloope Invoice No. 21584 (General Consulting II):

Council Member Rodney Kendall made a motion to approve the Carter and Sloope Invoice No. 21584 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Mapping:

Council Member Rodney Kendall made a motion to accept the quote submitted by Hayes and Associates in the amount of \$14,000.00 for the mapping program. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

17) Cesar Martinez – The Blue Ridge Business Association:

Cesar Martinez, president of the Blue Ridge Business Association spoke about some of the concerns business owners have about Streetscape.

18) Traver Aiken – Alcohol Ordinance Amendment (Housing Authority and Alcohol Treatment facilities, churches, schools, etc.):

Traver Aiken, director of Blue Ridge Housing Association spoke about considering the Housing Authority residences when making a decision on the Alcohol Ordinance Distance Amendment.

19) Executive Session--Personnel:

Council Member Rodney Kendall made a motion to go into Executive 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 come out of Executive Session. The motion was seconded by Council Member Bruce Pack. The council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to allow Roy Parsons to work up to 30 hours a week and increase his pay to \$20 an hour, with additional duties. The motion was seconded by Council member Rhonda Thomas. The council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to give Mark Clemmons and Vance Allen back pay. The motion was seconded by Council member Angie Arp. Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to allow a park employee to rent the trailer at the city park for \$200 per month and for said employee to pay all utilities. The motion included allowing City Attorney David Syfan to draw up a lease to be signed

City of Blue Ridge

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

by the Mayor upon completion of said lease and employee's agreement to the terms. The motion was seconded by Council member Bruce Pack. The Council voted 5-0. Motion carried.

20) Adjournment:

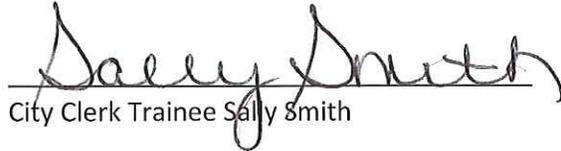
Council member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council member Rhonda Thomas. The Council voted 5-0. Meeting adjourned.



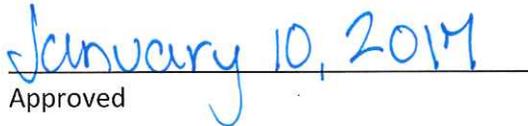
Mayor Donna Whitener



City Clerk Kelsey Ledford



City Clerk Trainee Sally Smith



Approved

AGREEMENT

This AGREEMENT is dated as of the ^{13th} day of December in the year 2016 by and between the **City of Blue Ridge** (hereinafter called OWNER) and Colwell Construction Co., Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1. WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Downtown Improvements, East Main Street

- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Downtown Improvements, East Main Street

PART 2. ENGINEER

- 2.1 The Project has been designed by CARTER & SLOOPE, INC. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

PART 3. CONTRACT TIME

- 3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within **120 consecutive calendar days** from the "Notice to Proceed" date.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$200** for each day that

City of Blue Ridge
Downtown Improvements, East Main Street

C & S Project No. B7970.016
June 2016

00500-1

expires after the time specified in Paragraph 3.1.

PART 4. CONTRACT PRICE

4.1. Unit Price Work

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the CONTRACTOR'S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

Nine hundred twenty-two thousand one hundred twenty one dollars and 48/100 Dollars (\$922,121.48).

As provided in Paragraph 11.9.1 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.9.2 of the General Conditions.

PART 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.1.1.1, 5.1.1.2, and 5.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.6 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

90% of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of the Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to 95% of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

PART 6. INTEREST

6.1 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph 6 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

PART 8. CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Performance and other Bonds
- 8.4 Notice of Award
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Specifications bearing the title **Downtown Improvements, East Main Street** and consisting of all sections listed in table of contents thereof.

- 8.8 Drawings, consisting of a cover sheet and sheets numbered 1 through 24, inclusive with each sheet bearing the following general title: **Downtown Improvements, East Main Street**
- 8.9 Addenda numbers to , inclusive.
- 8.10 CONTRACTOR's Bid
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions.
- 8.13 The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

PART 9. ALTERNATIVE DISPUTE RESOLUTION

Notwithstanding the provisions contained in Article 16 of the General Conditions (Section 00700), the Contractor and the Owner specifically agree to the following processes and procedures for resolution of disputes arising pursuant to this Agreement:

- 9.1 **Negotiation.** The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between representatives of the parties who have authority to settle the controversy, subject to ratification by the governing authority of the Owner.
- 9.1.1 **Notice & Response.** The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response.
- 9.1.2 **Content of Position Papers.** The notice and response shall include (a) a statement of each party's position, a summary of the evidence and arguments supporting its position and (b) the name and title of the individual(s) ("Representative(s)") who will represent that party.
- 9.1.3 **Meeting.** The Representatives of the parties shall meet at a mutually-acceptable

time and place within twenty (20) days of the date of the disputing party's notice and, after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

9.1.4 Impasse. If the matter is not resolved within forty-five (45) days of the disputing party's notice, or if the party receiving said notice will not meet within twenty (20) days, either party may initiate mediation of the controversy or claim according to the terms provided below.

9.2 Mediation. In the event any controversy arising under this agreement is not resolved by informal negotiations as provided above, the case may be referred by either party to the nearest office of Henning Mediation for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case.

9.2.1. Choice of Mediator. The parties are free to select promptly any mutually-acceptable mediator experienced in governmental construction law from the list at Henning Mediation. If the parties cannot agree or have no particular choice of mediator and simply request that Henning Mediation assign one to the case, then a list of the resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by Henning Mediation from the remaining names.

9.2.2. Sessions. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel, a representative from each side with full settlement authority (subject to ratification by the governing authority of the County) will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring additional persons as needed to respond to questions, contribute information and participate in the negotiation. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

9.2.3. Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information, with the help of the mediator, if required.

9.2.4. Briefs. No later than seven (7) days before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views, and a proposed solution to the matters in controversy to the mediator and shall also serve a copy on all other parties.

9.2.5. Fees & Costs. The fees and costs shall conform to the then current fee schedule

of Henning Mediation and, in the absence of an agreement to the contrary, will be borne equally by all parties.

9.2.6. Confidentiality of Proceedings. The mediation process is to be considered settlement or compromise negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

9.2.7. Termination. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or until either party by written notice to the other announces its decision not to continue further. In any event, the mediation is non-binding on the parties.

PART 10. MISCELLANEOUS

- 10.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4. Complete Agreement. This Agreement, including the Contract Documents, contains all of the understandings and agreements of whatsoever kind and nature existing between the

parties hereto with respect to the subject matter contained herein.

- 10.5 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia.
- 10.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 10.7 Any provision or part of the Contract documents held to be invalid or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.8 **Notice.** All notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent *via* national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

NOTICE TO OWNER shall be sent to:

City of Blue Ridge
Kelsey Ledford
480 West First Street
Blue Ridge, GA 30513
Office Number: (706) 632-2091

NOTICE TO CONTRACTOR shall be sent to:

Colwell Construction Co., Inc.
Attn: Curtis Colwell
P.O. Box 850
587 Rock Road
Blairsville, GA 30514

- 10.9 **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the Owner's sovereign immunity or any individual's qualified good faith or official immunities.

- 10.10 Force Majeure. Neither the Owner nor the Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Engineer; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.
- 10.11 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

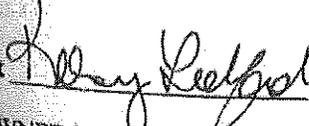
PART 11. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on December 13, 2014

OWNER: City of Blue Ridge

By 
CORPORATE SEAL

Attest 

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

CONTRACTOR: Colwell Construction Co., Inc.

City of Blue Ridge
Downtown Improvements, East Main Street

00500-9

C & S Project No. B7970.016
June 2016

BY

[Signature]
CORPORATE SEAL *Secretary / Treasurer*

Attest Maria Beronko

License No. 58-1142087 ^{FD-10} CA License No. 2 C0320

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

END OF SECTION

NOTICE TO PROCEED

To: Colwell Construction Co., Inc.
P.O. Box 850
587 Rock Road
Blairsville, GA 30514

Date: December 13, 2016

Project Description:

Downtown Improvements, East Main Street

You are hereby notified to commence WORK in accordance with the Agreement dated _____
December 13, 2016, on or before January 9th, 2017, and you are to complete the WORK
within **120 consecutive calendar days** thereafter. The date of completion of all WORK is therefore
May 8th, 2017.

City of Blue Ridge

By: 
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE
TO PROCEED is hereby
acknowledged by

Colwell Construction Co., Inc.

the 13 day of December, 2016

By: 

Title: Secretary Treasurer

City of Blue Ridge
Downtown Improvements, East Main Street

C & S Project No. B7970.016
June 2016



Blue Ridge, Georgia Live. Work. Play.

BUDGET AMENDMENT #1 2017

<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
WATER FUND			
505-52-4430-3903 WATER PLANT SANITATION PICK-UP	2,000	8,000	10,000
505-52-4410-9000 WATER ADMIN CONTINGENCIES	32,777	<u>(8,000)</u>	24,777

For monthly sludge removal at water treatment plant. Previously done as needed but new plant upgrades will require monthly removal.

ADOPTED AT REGULAR COUNCIL MEETING


CITY CLERK

December 13, 2016
DATE

Task Release

THIS 13 day of December 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 14, 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 III

A. More specifically, the project includes the replacement of +/-675 - 3/4", 25 - 1", 5 - 1 1/2", 11 - 2", and 2 - 3" 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:**

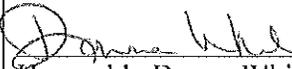
6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 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>December 13, 2016</u>

Kelsey Ledford

From: Matt Smith <msmith@cartersloope.com>
Sent: Monday, December 12, 2016 1:51 PM
To: Rebecca Harkins
Cc: Alicia Stewart; Brittany Bradley; Kelsey Ledford
Subject: RE: Downtown Water Line Material Proposals

Becky:

Based on the proposal that we just received from Kendall Supply, I have updated the summary table below. Kendall Supply is the apparent low bidder on the PVC option (\$587.28 {1.4%} less than Fortiline) and the D.I. option (\$1,913.09 {3.5%} less than Ferguson). Let me know if you have any questions or if you want to discuss any of the proposals before the City Council meeting tomorrow night.

Ferguson	PVC Option Total	\$40,213.99
	D.I. Option Total	\$54,659.47 (\$59,659.47 - \$5,000 deduct)*
Fortiline	PVC Option Total	\$39,926.37
	D.I. Option Total	\$55,159.68
HD Supply	PVC Option Total	\$40,651.83
	D.I. Option Total	\$55,866.93
Kendall Supply	PVC Option Total	\$39,339.09
	D.I. Option Total	\$52,746.38

Matt Smith, PE
Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114
Office: 770-479-8782
Cell: 478-214-3535

-----Original Message-----

From: Matt Smith
Sent: Wednesday, November 16, 2016 11:59 AM
To: Rebecca Harkins (rharkins@cityofblueridgega.gov) <rharkins@cityofblueridgega.gov>
Cc: Alicia Stewart (astewart@cityofblueridgega.gov) <astewart@cityofblueridgega.gov>; Brittany Bradley (bbradley@cartersloope.com) <bbradley@cartersloope.com>; 'Kelsey Ledford' <kledford@cityofblueridgega.gov>
Subject: RE: Downtown Water Line Material Proposals

Becky:

As you are aware, we received 3 proposals for the materials on the above subject project. These proposals came from HD Supply, Fortiline, and Ferguson and I have attached copies for your use. HD and Fortiline submitted their proposals through Jeff Holloway and Ferguson submitted theirs directly to me. Below is a summary of the proposals.

Ferguson	PVC Option Total	\$40,213.99
	D.I. Option Total	\$54,659.47 (\$59,659.47 - \$5,000 deduct)*

Invoice



Carter & Sloope
CONSULTING ENGINEERS

Mayor Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

November 22, 2016
C&S Project No: B7970.008
Invoice No: 21584

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 answering questions on sanitary survey, drainage ditch issue between E. 1st and E. Main streets, water system map updates with meter locations, GIS referrals, review of Staurolite booster pump station data, providing example utility aid request letter, and running pressure monitor tests within the distribution system.

Engineering Services from July 24, 2016 to November 13, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal	1.50	160.00	240.00	
Senior Engineer	11.00	155.00	1,705.00	
Project Engineer II	4.25	125.00	531.25	
Construction Inspector/Tech II	13.00	90.00	1,170.00	
Totals	29.75		3,646.25	
Total Labor				3,646.25
				Total this Invoice \$3,646.25

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope / cp

Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
December 28, 2016 at 5:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon (arrived late),
And Bruce Pack
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith
Carter & Sloope Engineer Matt Smith

Absent: Council Members Rodney Kendall and
Rhonda Thomas

1) Call Meeting to Order:

A quorum was not present at this time, therefore a motion was not made to call the meeting to order.

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. Council Member Harold Herndon arrived at this time, but a motion to call the meeting to order was not made.

4) Town Hall Meeting in regards to the East Main Street Project- (open for public comments):

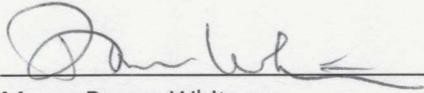
Carter & Sloope Engineer Matt Smith gave a brief description and overview of the project. Mayor Whitener gave a recap of a few questions asked at the previous special called meeting. The Council took questions from those in attendance. The Mayor and Council decided to allow employees Barbie Gerald and Sally Smith to take City Clerk Kelsey Ledford's position in regards to the East Main Street Project while she is out on maternity leave. They also decided to add employee Roy Parsons as a key city contact.

City of Blue Ridge

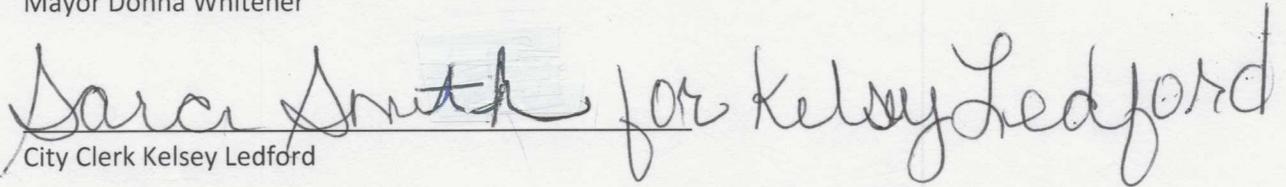
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5) Adjournment:

Since the meeting was not called to order, the Council did not call for a motion to adjourn.

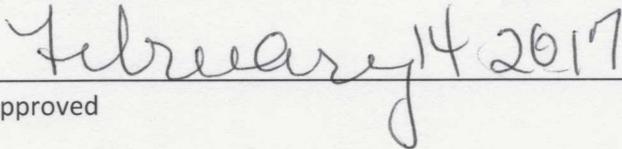


Mayor Donna Whitener



for Kelsey Ledford

City Clerk Kelsey Ledford



Approved