

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
January 10, 2017 at 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon
And Bruce Pack
City Clerk Kelsey Ledford
City Clerk Trainee Sally Smith
Zoning Administrator Roy Parsons

Absent: Council Members Rodney Kendall
And Rhonda Thomas

1) Call Meeting to Order:

Council Member Bruce Pack 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:

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

3) Council Meeting Rules of Procedures:

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 December 13, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

b) Council Member Angie Arp made a motion to approve the December 13, 2016 Council Meeting Minutes (includes Executive Session Minutes). The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

5) City Pool Authority to secure construction documents for repairs:

Council Member Angie Arp made a motion to allow Roy Parsons to speak on the above referenced topic. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried. Mr. Parsons spoke briefly about the needed repairs at the pool and requested authority to proceed with contacting engineers about creating construction documents for the said repairs. Council Member Angie Arp made a motion to give Roy Parsons

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the authority to contact engineers in regards to the City Pool repairs. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

6) Authority to request RFQ's for Consultant Services for Engineering Projects:

Mayor Whitener discussed the need for consultant services. Council Member Angie Arp made a motion to give Roy Parsons the authority to proceed with requesting RFQ's for consultant services in regards to engineering projects. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

7) 2017 Election Appointments:

The Mayor and Council discussed the 2017 Election Appointments. The Council decided to allow Election Superintendent Barbie Gerald to submit appointments to the Council and that the Council will plan to approve the appointments at the next Council Meeting. Council Member Angie Arp made a motion to appoint the Fannin County Board of Registrars as the City's Chief Registrar. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried. Council Member Angie Arp made a motion to appoint Roy Parsons as the City's Voting Machines Custodian along with Election Superintendent Barbie Gerald. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

8) Staurolite Water—Nathan Fitts:

Nathan Fitts was not present therefore, Mayor Whitener spoke on his behalf. Mayor Whitener gave a brief explanation of the situation and described how a pump station was needed in the area of Staurolite subdivision. She also disclosed that Council Member Angie Arp and she owned property in or near the subdivision. Mayor Whitener recommended that the Council discuss this topic with Utility Billing Supervisor Rebecca Harkins.

9) Carter & Sloope Invoice No. 21588 (Engineering Services Aska Road Pump Station Rehab):

The Mayor and Council were presented with a copy of Invoice No. 21588 from Carter & Sloope in the amount of \$12,000.00 (attached). Council Member Angie Arp made a motion to approve Invoice No. 21588 from Carter & Sloope. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

10) Carter & Sloope Invoice No. 21590 (Engineering Services WWTF Improvements, Temperature & Metals):

The Mayor and Council were presented with a copy of Invoice No. 21590 from Carter & Sloope in the amount of \$11,250.00 (attached). Council Member Angie Arp made a motion to approve Invoice No. 21590 from Carter & Sloope. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

City of Blue Ridge

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11) Appalachian Fence Invoice No. 1220 (City Park Fencing):

Appalachian Fence Invoice No. 1220 was not discussed because Council Member Angie Arp explained that it had already been paid.

12) Appalachian Fence Invoice No. 1237 (Playground Fencing):

The Mayor and Council were presented with a copy of Invoice No. 1237 from Appalachian Fence in the amount of \$4,000.00 (attached). Council Member Angie Arp made a motion to approve Invoice No. 1237 from Appalachian Fence. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

13) Industrial Chemical Purchase Order No. 27873 (Water Plant Chemicals):

The Mayor and Council were presented with a copy of Purchase Order No. 27873 for Water Treatment Plant Chemicals from Industrial Chemical in the amount of \$5,902.16 (attached). Council Member Angie Arp made a motion to approve Purchase Order No. 27873. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

14) Water Treatment Plant Chemical Budget Approval:

Council Member Angie Arp made a motion to approve spending up to the 2017 budgeted amount for Water Treatment Plant chemicals without requiring additional Council approval. The 2017 budgeted amount is \$28,000.00. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

15) General Administration Mountain Regional Library System Budget Approval:

Council Member Angie Arp made a motion to approve spending up to the 2017 budgeted amount for contributions to the Mountain Regional Library System without requiring additional Council approval. The 2017 budgeted amount is \$8,450.00. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

16) LGRMS Grant Purchase Order No. 27823, 27825, and 27826 Approval:

The Mayor and Council were presented a copy of Purchase Order No. 27823 in the amount of \$2,198.75 for Red Bud Supply, Purchase Order No. 27825 in the amount of \$1,210.00 for Ferguson Waterworks, and Purchase Order No. 27826 in the amount of \$3,999.95 for Security Detection, Inc. (attached). The Council was informed that all but \$150.00 of the total was reimbursable by the grant. Council Member Angie Arp made a motion to approve Purchase Order No. 27823, 27825 and 27826. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

17) Blue Marlin Logistics Purchase Order No. 27833 Approval:

The Mayor and Council were presented with a copy of Purchase Order No. 27833 for Road Salt from Blue Marlin Logistics in the amount of \$4,640.00 (attached). Council Member Bruce Pack

City of Blue Ridge

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made a motion to approve Purchase Order No. 27833. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

18) Fannin County and Cities Joint Comprehensive Plan:

Mayor Whitener announced that the next Comprehensive Plan meeting is scheduled for January 14, 2017 at 4:00 p.m. at the Blue Ridge Mountain Arts Association.

19) Nathan Fitts—Parking at the Vault:

Nathan Fitts was not present, therefore Mayor Whitener spoke on his behalf. Council Member Angie Arp made a motion to allow Roy Parsons additional time to discuss a parking ordinance. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried. Mr. Parsons discussed a two hour parking ordinance that might satisfy Mr. Fitts. Mr. Parsons is to proceed with obtaining signage for enforcing the ordinance. Mayor Whitener discussed placing the Chamber’s East Main Street Parking Map on large signs at the Depot Street and East Main Street intersection.

20) Executive Session—Personnel:

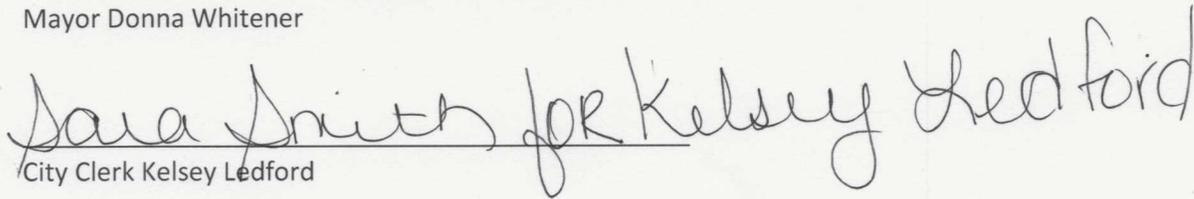
Council Member Angie Arp made a motion to close the meeting for an executive session for the purpose of discussing personnel. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried. Council Member Bruce Pack made a motion to open the meeting from an executive session. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Mayor Whitener announced that no decisions were made in executive session.

21) Adjournment:

Council Member Bruce Pack made a motion to adjourn the meeting. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved |

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: B7970.015
Invoice No: 21588

C&S Project B7970.015 Aska Road Pump Station Rehab

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include preliminary evaluation of existing pump stations and necessary upgrades, field survey, evaluation of funding options, determination to submit 2018 GEFA SRF application, and delay design until after Trackside Lane pump station and force main rerouting is completed. A new task release will be submitted for approval by council prior to additional billing.

Engineering Services from January 4, 2016 to November 13, 2016

Task	001	Preliminary		
Fee				
Total Fee		12,000.00		
Percent Complete	100.00	Total Earned	12,000.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	12,000.00	
		Total Fee		12,000.00
		Total this Task		\$12,000.00
		Total this Invoice		\$12,000.00

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope / cp
Tom H. Sloope, P.E.

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: B7970.018
Invoice No: 21590

C&S Project B7970.018 WWTF Improvements, Temperature & Metals

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include preliminary evaluation of sampling results compared to new EPD limits from permit, evaluation of options for treatment improvements, and discussions with City and EPD on timeline for implementation and funding. A new task release will be submitted for approval by Council prior to billing for design.

Engineering Services from July 6, 2016 to November 13, 2016

Task	001	Preliminary		
Fee				
Total Fee		15,000.00		
Percent Complete		75.00	Total Earned	11,250.00
			Previous Fee Billing	0.00
			Current Fee Billing	11,250.00
			Total Fee	11,250.00
			Total this Task	\$11,250.00
			Total this Invoice	\$11,250.00

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope, P.E.

PURCHASE ORDER

DATE December 14, 2016

27873

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

TO <u>Industrial Chemical</u>	CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513
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PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
			<u>Water Plant Chemicals</u>			<u>5,902.16</u>	
			<u>Water Treatment Plant</u>				
			<u>*Emergency purchase</u>				

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

Approved at January 10, 2017
Council Meeting

REQ. [Signature]
PA. [Signature]

CP-3630

Kelsey,

Dec.-19-2016

I will need to order a load of chemicals from Industrial Chemical for the Water Plant.

Below is a list of chemicals needed along with the most recent pricing.

20 bags Sodium Fluoride - 50 lbs. per bag @ \$1.335 per lb.
= \$1,335.00

50 bags Lime - 50 lbs. per bag @ \$.1661 per lb.
= \$415.25

126 bags Alum - 50 lbs. per bag @ \$.3785 per lb.
= \$2,384.55

1 barrel Phosphate - 627 lbs. per barrel @ \$.7800 per lb.
= \$489.06

10 Chlorine cylinders - 150 lbs. per cyl. @ \$.8522 per lb.
= \$1,278.30

Total - \$5,902.16

Thank You,
Tim Hawkins



INDUSTRIAL CHEMICALS INC.

P.O. Box 660688 - 2042 Montreat Drive - Birmingham, Alabama 35266 - 205-823-7330

026210-00
Blue Ridge City of
480 West First St
Blue Ridge, GA 30513-4522
Attention: Tim Hawkins

DATE
10/21/2016

SALES AGENT
Tammy Gottschall

cthawkins2@yahoo.com

PRODUCT Industrial Prod # / Customer Code	QUANTITY		CURRENT PRICE	QUANTITY		NEW PRICE
	FROM	TO		FROM	TO	
ALUMINUM SULFATE STD GROUND, 50.00 LB BAG, PAPER 100068-201002	1	+	0.3785/LB			
CALCIUM HYPOCHLORITE GRANULAR, 100.00 LB DRUM, POLY 100213-213011	1	+	1.6600/LB			
CHLORINE (DPC), 150.00 LB CYLINDER 101576-209004	1	+	0.8522/LB			
COPPER SULFATE MEDIUM CRYSTAL, 50.00 LB BAG, PLASTIC 100297-202000	1	+	0.0000/LB			
Cust. Prod. Price Remarks: Price at time of order						
COPPER SULFATE SNOW FORM, 50.00 LB BAG, PAPER 100298-201002	1	+	0.0000/LB			
Cust. Prod. Price Remarks: Price at time of order						

INDUSTRIAL CHEMICALS INC.

Minimum Order \$250.00

Security/Insurance charge (\$20) and fuel surcharge may apply.

* Indicates container deposit/cleaning charge:

15gal. del drums - \$25 deposit / \$3 cleaning charge

55gal. poly drums - \$50 deposit / \$3 cleaning charge

55gal. SS drums - \$400 deposit / \$5 cleaning charge

returnable tote bins - \$950 deposit / \$5 cleaning charge

returnable SS tote bins - \$1200 deposit / \$5 cleaning charge

150lb Cylinders - \$100 deposit (\$150 for Anhydrous Ammonia)

1000lb Cylinders - \$750 deposit

2000lb Cylinders - \$750 deposit (\$1200 for Sulfur Dioxide)

PRODUCT Industrial Prod # / Customer Code	QUANTITY		CURRENT PRICE	QUANTITY		NEW PRICE
	FROM	TO		FROM	TO	
FERRIC CHLORIDE 37-42% NSF, 600.00 LB DRUM, POLY 100394-113001 11.9333 lbs/gal	1	+	0.2116/LB			
HYDROFLUOROSILICIC ACID, 1.00 LB BULK 100595-105001 Cust. Prod. Price Remarks: Price at time of order	44,000	+	0.0000/LB			
KS-9407, 40.00 LB PAIL, HDPE 200507-220000 Cust. Prod. Price Remarks: Price at time of order	1	+	0.0000/LB			
KS-9930 FLOCCULANT, 40.00 LB PAIL, HDPE 200463-220000 Cust. Prod. Price Remarks: Price at time of order	1	+	0.0000/LB			
LIME, HYDRATED, SOUTHERN LIME, 50.00 LB BAG, PAPER 100601-201002	1	+	0.1661/LB			
QUANTICHEM 2, 50.00 LB PAIL, HDPE 200273-220000	1	+	2.9138/LB			
QUANTICHEM 536, 342.00 LB DRUM, POLY 200284-213015	1	+	0.8500/LB			
QUANTICHEM 536, 627.00 LB DRUM, POLY 200284-213016	1	+	0.7800/LB			
SODIUM FLUORIDE, 50.00 LB BAG, PAPER 101049-201002	1	+	1.3351/LB			
SODIUM HYPOCHLORITE 12.5%, 1.00 GAL BULK 100167-105000 Cust. Prod. Price Remarks: Price at time of order	2,000	+	0.0000/GAL			

INDUSTRIAL CHEMICALS INC.

Minimum Order \$250.00
 Security/Insurance charge (\$20) and fuel surcharge may apply.
 * Indicates container deposit/cleaning charge:
 15gal. del drums - \$25 deposit / \$3 cleaning charge
 55gal. poly drums - \$50 deposit / \$3 cleaning charge
 55gal. SS drums - \$400 deposit / \$5 cleaning charge
 returnable tote bins - \$950 deposit / \$5 cleaning charge
 returnable SS tote bins - \$1200 deposit / \$5 cleaning charge
 150lb Cylinders - \$100 deposit (\$150 for Anhydrous Ammonia)
 1000lb Cylinders - \$750 deposit
 2000lb Cylinders - \$750 deposit (\$1200 for Sulfur Dioxide)

PRODUCT Industrial Prod # / Customer Code	QUANTITY		CURRENT PRICE	QUANTITY		NEW PRICE
	FROM	TO		FROM	TO	
SODIUM HYPOCHLORITE 12.5%, 275.00 GAL TOTE, 1 WAY 100167-123001	1	+	2.0955/GAL	1	+	2.1505/Gal
				Effective 10/24/2016		
SODIUM HYPOCHLORITE 12.5%, 55.00 GAL DRUM, POLY 100167-113001	1	+	1.8555/GAL	1	+	1.9105/Gal
				Effective 10/24/2016		

INDUSTRIAL CHEMICALS INC.

Minimum Order \$250.00

Security/Insurance charge (\$20) and fuel surcharge may apply.

* Indicates container deposit/cleaning charge:

15gal. del drums - \$25 deposit / \$3 cleaning charge

55gal. poly drums - \$50 deposit / \$3 cleaning charge

55gal. SS drums - \$400 deposit / \$5 cleaning charge

returnable tote bins - \$950 deposit / \$5 cleaning charge

returnable SS tote bins - \$1200 deposit / \$5 cleaning charge

150lb Cylinders - \$100 deposit (\$150 for Anhydrous Ammonia)

1000lb Cylinders - \$750 deposit

2000lb Cylinders - \$750 deposit (\$1200 for Sulfur Dioxide)

Kelsey Ledford

From: Kelsey Ledford
Sent: Wednesday, December 14, 2016 1:25 PM
To: Donna Whitener (dwhitener@cityofblueridgega.gov); Angie Arp - City of Blue Ridge (aarp@cityofblueridgega.gov); Harold Herndon (hherndon@cityofblueridgega.gov); Rodney Kendall; Bruce Pack; Rhonda Thomas
Cc: Alicia Stewart; Tim Hawkins
Subject: Industrial Chemical Quote_December 14, 2016
Attachments: Industrial Chemical Quote_December 14, 2016.pdf

Tracking:	Recipient	Delivery
	Donna Whitener (dwhitener@cityofblueridgega.gov)	Delivered: 12/14/2016 1:23 PM
	Angie Arp - City of Blue Ridge (aarp@cityofblueridgega.gov)	
	Harold Herndon (hherndon@cityofblueridgega.gov)	
	Rodney Kendall	
	Bruce Pack	
	Rhonda Thomas	
	Alicia Stewart	
	Tim Hawkins	

Mayor and Council,

Water Plant Superintendent, Tim Hawkins submitted the attached quote from Industrial Chemical this morning. The quote is in the amount of \$5,902.16, which according to our purchasing policy requires the approval of the Council prior to issuance of a purchase order (see below). However, being that our meeting for this month was last night and Mr. Hawkins cannot wait until January 10, 2016 (the next scheduled Council Meeting) to purchase chemicals for the Water Treatment Plant; it is necessary for the purchase to be treated like an emergency purchase (please see below). Please accept this as notice for the purchase and be prepared to see the approval of this purchase on the January 10, 2016 agenda.

\$3,500.01 to \$25,000.00 Purchase order and two quotes, bids, or proposals (are required. Purchases shall be approved by the Council prior to issuance of :

EMERGENCY PURCHASES

A bona fide emergency is a situation which arises where it would seriously jeopardize the health and welfare of the City's mission or where it would otherwise adversely affect the City to utilize normal purchasing channels. The department supervisor shall determine the existence of an emergency situation or condition. Department supervisors shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures.

The procedure for an emergency purchase is as follows. Purchase of services and materials is consummated and receipt obtained. A letter from the department explaining the nature of the emergency is prepared, with receipt and/or supporting paperwork attached and forwarded to the City Clerk or Office Supervisor. The receipt. Advance notice to the Mayor should be attempted but is not required. The emergency shall be reported to the Mayor and members of the City Council within 24 hours of the purchase. The applicable purchasing policies for final approval such as written authorization from the Mayor and two Council members or approval of the City Council before payment.

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

Dan Beck, CSP, MS
Director, LGRMS



LGRMS
RISK CONTROL
ACCG | GMA

Dan Beck

Director, Local Government Risk Management Services

Office: 678-686-6280 Cell: 404-558-1874 Fax: 678-686-6380

www.lgrms.com

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For more information please visit <http://www.symanteccloud.com>

PURCHASE ORDER

DATE 10-28-16

27823

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

TO Red Bud Supply

CITY OF BLUE RIDGE
480 West First Street
Blue Ridge, Georgia 30513

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

* Not
Included

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
15			First Aid Kits (Trucks	49.95		749.25
4			First Aid Cabinet	160		640.00
10			winter safety class 3 vests	45		450.00
10			Safety Rain jackets pants	27		270.00
10			Safety Rain jackets	53.95		539.50
						2198.75

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. [Signature]
PA. B. Gerald

PURCHASE ORDER

DATE 10-28-16

27825

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

TO <u>Ferguson Waterworks</u>	CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513
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PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION		PRICE	UNIT	AMOUNT
<u>2</u>			<u>Gas Detection Monitors</u>		<u>60500</u>		<u>1210 00</u>

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. [Signature]
PA. B. Gerald



FEI - GEORGIA WATERWORKS
 187 POPLAR RD
 MACON, GA 31201-8100

Phone: 478-746-4885

Deliver To: From: David Bryan Comments:

16:19:51 JAN 03 2017

Page 1 of 1

FERGUSON WATERWORKS #554
 Order Confirmation
 Phone: 478-746-4885

Order No: 0743164
 Order Date: 01/03/17
 Writer: DLB

Req Date: 01/09/17

Ship Via:
 Terms: NET 10TH PROX

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

Ship To: CITY OF BLUE RIDGE
 134 EAST MAIN STREET
 BLUE RIDGE, GA 30513

Cust PO#: 27825

Job Name: GAS DET

Item	Description	Quantity	Net Price	UM	Total
HMCXLXWHMYNA	PORTBL GAS DET MICROCLIP XL %LEL, O2, H2S, CO	2	605.000	EA	1210.00

Net Total: \$1210.00
 Tax: \$0.00
 Freight: \$0.00
 Total: \$1210.00

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at http://wolseley.com/terms_conditionsSale.html.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Grant:
 \$1,610.00

PURCHASE ORDER

DATE 10-28-16

27826

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

TO <u>Security Detection, Inc.</u> _____ _____	CITY OF BLUE RIDGE 480 West First Street Blue Ridge, Georgia 30513
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PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
			<u>Portable M-Scope Security walk-through metal detector</u>			<u>3850 00</u>	
			<u>Shipping</u>			<u>150 00</u>	
						<u>3999 95</u>	

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. [Signature]
PA. B. Gerald

Security Detection, Inc.

Corporate Headquarters
161 Kuniholm Drive # 5
Holliston, MA 01746

com



Estimate

Estimate No: 3311

Date: October 26, 2016

Toll Free 1-800-564-2755
Direct: 617-308-0519
Fax # 508-519-1087
mwhite@securitydetection.com
www.securitydetection.com
Tax Reg N#: 223919365

For:

City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513
Attn: Barbie Gerard

Ship To:

Description	Quantity	Rate	Amount
Fisher M-Scope portable security walk-through metal detector	1	\$3,849.95	\$3,849.95
Fisher CW-10 handheld security wand metal detector - included free of charge	1	\$0.00	\$0.00
Sign, "Metal Detector Screening required" - included free of charge	1	\$0.00	\$0.00
Floor mat with foot placement layout for wand screening area - included free of charge	1	\$0.00	\$0.00
Pic ket item trays to hold personal items (keys, cell phones, pocket change etc.) -free of charge	3	\$0.00	\$0.00

* Indicates non-taxable item

Warranty: 2 years

5

Grant \$3,849.95

* does not include \$150.00 shipping

Subtotal	\$3,849.95
TAX (0.00%)	\$0.00
Shipping	\$150.00
Total	\$3,999.95

mwhite@

mwhite
Barbie Gerard

PURCHASE ORDER

DATE 1-9-17

27833

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

TO Blue Marlin Logistics

CITY OF BLUE RIDGE
480 West First Street
Blue Ridge, Georgia 30513

PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
<u>+ 25</u>	<u>ton</u>		<u>Road salt</u>	<u>18560</u>			
						<u>Approx</u>	<u>4640 00</u>

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. *[Signature]*

PA. _____

Kelsey Ledford

From: Barbie Gerald
Sent: Monday, January 09, 2017 3:17 PM
To: Donna Whitener; Angie Arp; Rhonda Thomas; Bruce Pack; Harold Herndon; Rodney Kendall
Cc: Kelsey Ledford
Subject: PO for salt

Per Street Supervisor Mark Clemmons, we are needing to make a purchase of road salt. We are still using last year's supply but according to Mark if it snows again, we will likely run out. Surprisingly, Blue Marlin Logistics still has some road salt available for us to purchase. Their price is \$185.60/ton and one truckload averages + or - 25 tons. We have requested one truckload which is going to be + or - \$4640.00. This PO will need the mayor and council's approval at the meeting tomorrow night. I think at this point so close to the meeting time, one of you will have to have Kelsey add this to the agenda.

Also we have a couple of POs for items we are purchasing with our LGRMS Safety Grant that is over the amount that I can approve that needs added to the agenda as well. These items have been approved for reimbursement, but only if we get LGRMS the invoices by January 16th. Thanks!

Barbie Gerald

Court Clerk/Office Manager
Blue Ridge Municipal Court
480 West First St
Blue Ridge, GA 30513
Phone (706)632-2091 Ext. 3 Option 3

Never look down on anybody, unless you're helping them up.

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City of Blue Ridge
Special Called Council Meeting Minutes
February 3, 2017
11:30 a.m.
480 West First Street

MINUTES

Council Members: Angie Arp, Harold Herndon,
Bruce Pack and Rhonda Thomas
City Clerk: Kelsey Ledford
City Clerk Trainee: Sally Smith
Carter & Sloope Engineer Matt Smith
Jeff Holloway

- 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 Angie Arp. The Council voted 4-0. Motion carried.
Council Member Angie Arp made a motion to have Rhonda Thomas Mayor Pro Tem. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motioned 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 Rhonda Thomas stated that a copy of the meeting rules of procedures were available at the Council desk and proceeded to go over the agenda.
- 4) Downtown Water Line Replacement (Holloway Project):
Council Member Bruce Pack made a motion to extend additional time. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
Carter and Sloope Engineer Matt Smith, spoke about changes that had to be made on the downtown water line replacement. He advised that water lines would have to be moved to the other side of East Main. The Sewer Line is clay pipe. The force main from Trackside planned for the future on the right side is a problem.
Matt Smith stated the main change would be redirecting the service lines.
The changes would increase the job from about \$4,000 to \$6,300.
Council Member Bruce Pack made a motion to allow up to \$6,300 to do what is needed. The motion was seconded by Council Member Angie Arp. The Council voted 4-0.
Motion carried.
- 5) Adjournment:
Council Member Angie Arp made a motion to adjourn. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Meeting adjourned.

Donna Whitener

Mayor Donna Whitener

Sally Smith

Acting City Clerk Sally Smith

April 11, 2017

Date

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
February 14, 2017

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
Acting City Clerk 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 Angie Arp. The Council voted 5-0. Motion carried.

Mayor Donna Whitener requested to amend the agenda by removing items 5, 6 and 7.
Council voted 5-0 to amend the agenda by removing items 5,6, and 7.

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 and Regulations

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 minutes from the December 28, 2016 Special Called Council Meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

b) Council Member Angie Arp made a motion to approve the minutes from the January 10, 2017 Council Meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

5) Power on Roberts Way

Council Member Angie Arp made a motion to open for discussion Power on Roberts Way. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council discussed the first steps in eliminating overhead electrical lines and having Tri-State run underground lines. Mayor Whitener discussed the possibility of various types of vehicles running into the overhead lines and that having the lines underground would eliminate this. The owner had agreed to pay half, with the city to pay the other half, total of \$8,264.50. The Council talked of the possibility of being reimbursed when new customers hook into the power. Council Member Rodney Kendall made a motion to do what was discussed to run the power on Roberts Way from Messer

City of Blue Ridge

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

6) Approve Officer Kaylor for part time hire.:

Council Member Rodney Kendall made a motion to hire Mr. Kaylor for part time employment with the police department at the normal starting pay. Motion was seconded by Council Member Rhonda Thomas. Council voted 5-0. Motion carried.

7) Lease of mobile home on city property:

Council Member Rodney Kendall made a motion to allow Roy Parsons to review the lease and make any corrections and then to execute the final lease. Motion was seconded by Council Member Rhonda Thomas. Council voted 5-0. Motion carried.

8) Fortline Waterworks Quote No, 5613365:

Council Member Rodney Thomas made a motion to pay Quote No. 5613365. Motion was seconded by Council Member Rodney Kendall. Council voted 5-0. Motion Carried.

9) Miracle Invoice No. 783252:

Council Member Rodney Kendall made a motion to approve Invoice #783252 in the amount of \$17,381.66. The motion was seconded by Council Member Angie Arp. Council voted 5-0. Motion Carried.

10) Cesar Martiniez:

Cesar Martinez from the Blue Ridge Business Association spoke about the upcoming Fire and Ice event that includes 20 chili participants, 6 vendors and 22 ice sculptures. He also said that the downtown business owners were happy how the Streetscape was going. He also asked about the bathrooms at the depot. Council Member Angie Arp advised him that they would be on the March agenda.

11) Executive Session:

12) 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.

February 14, 2017

Blue Ridge City Council Minutes

City of Blue Ridge

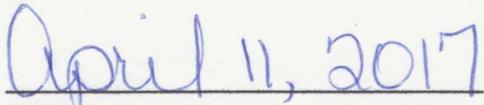
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Mayor Donna Whitener



Acting City Clerk Sally Smith



Date

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
March 14, 2017
6:00 p.m.

MINUTES

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
Acting City Clerk 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.
Seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion Carried.

2) Prayer and Pledge of Allegiance:

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

3) Council Meeting Rules and Regulations

Mayor Donna Whitener announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Resolution between City of Blue Ridge and GMA – Cable and Telecommunications

Council Member Rodney Kendall made a motion to pass the resolution. Council Member Rhonda Thomas seconded. Council voted 5-0. Motion carried.

5) Agreement between City of Blue Ridge and GMA – Cable and Telecommunications

Council Member Rodney Kendall made a motion to accept the agreement and allow Mayor Whitener to sign it. Council Member Rhonda Thomas seconded the motion. Council voted 5-0. Motion carried.

6) Match Point – Tasks 4, 5, and 6 in the amount of \$6,930.00

Council Member Angie Arp made a motion to pay Match Point for Tasks 4,5, and 6.
Council Member Rodney Kendall seconded the motion. Council voted 5-0. Motion carried.

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7) Paving Prices for East Main Street

Mayor Whitener read the 3 proposals for paving East Main Street. Johnson Paving, TRC Hauling and Paving Co. and Colwell Construction. Council Member Rodney Kendall made a motion to allow Johnson Paving to do the work. Council Member Bruce Pack seconded the motion. Council voted 5-0. Motion carried.

8) Change order for the East Main Street Waterline Project

Council Member Angie Arp made a motion to discuss change order first. Council Member Rodney Kendall seconded. Council voted 5-0. Motion carried. After discussion Council Member Rodney Kendall made a motion to go ahead and do the extension down East Main Street per Project No. B7970.013. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

9) Sunset Tank Pressure Surge Protector – Quote #Q16-4450

Council Member Rodney Kendall made a motion to purchase Sunset Tank Pressure Surge Protector. Council Member Rhonda Thomas seconded the motion. Council voted 5-0. Motion carried.

10) Pricing regarding GIS software and hardware

Council Member Rodney Kendall made a motion to purchase the GIS software. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

11) Easement for Tri-State EMC on Roberts Way

After some discussion Council Member Rodney Kendall made a motion to table this item. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

12) Farmers' Market – Remove Clause

Council Member Rhonda Thomas made a motion to pay \$14,000,00 to remove the clause stating Farmers Market can only be used for the public. Council Member Rodney Kendall seconded the motion. The Council voted 5-0. Motion carried.

13) City Deck on East Main Street and Retaining Wall

Council Member Angie Arp made a motion to discuss. Council Member Rodney Kendall seconded the motion. The Council voted 5-0. Motion carried. Council Member Arp discussed removing the deck on East Main and widening the sidewalk. She had spoken to Matt Smith about having them complete this job and Mayor Whitener advised that the City could just do a change order. Council Member Rhonda Thomas said that the new bathrooms could be used as a retaining wall. Council Member Angie Arp made a motion to get pricing. Council Member Angie Arp made a motion to extend time. The motion was seconded by Council Member Rodney Kendall. Council Member Rodney Kendall seconded the motion to get pricing. The Council voted 5-0. Motion carried.

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14) 2017 City Project and Improvements/expense budget approval

Council Member Angie Arp spoke of various items needed work or replaced throughout the city. Such as, street paving, trash cans and benches, pool, baseball park, down town bathrooms, down town parking, clean up outside of city hall, downtown parking. Council Member Arp spoke of the gazebo and how it is in need of replacement and perhaps replacing it with a multi-purpose stage area. Time went off. Council Member Rodney Kendall main a motion to allow more time. The motion was seconded by Council Member Angie Arp. Council Member Rhonda Thomas said that she would like this to be a collaborate effort. Council Member Angie Arp made a motion to allow pricing for the above items. The motion was seconded by Council Member Rodney Kendall. The council voted 5-0. Motion carried.

15) ARC – Moving forward with grant and approving \$150,000 local funds

Council Member Angie Arp made a motion to discuss ARC. The motion was seconded by Council Member Rodney Kendall. The council voted 5-0. Motion carried.
Council Member Angie Arp spoke about funds for ARC and the match. Mayor Donna Whitener Made a suggestion to approve the ARC funds. Council Member Angie Arp made a motion to approve the ARC grant. The motion was seconded by Council Member Rodney Kendall. The council voted 5-0. Motion carried.

16) Carter and Slope – General Consulting Invoice - #B7970.008

Mayor Donna Whitener read the amounts of the individual invoices.
Council Member Rodney Kendall made a motion to approve all The Carter and Slope invoices. The motion was seconded by Council Member Rodney Kendall. The council voted 5-0. Motion carried.

17) Nathan Fitts – Invoice for repairs

Council Member Rhonda Thomas said make a motion to pay and then file for insurance.
Council discussed the options of filing for invoices and why the city didn't file insurance.
Council Member Rodney Kendall made a motion for more time. The motion was seconded by Angie Arp. Council Member Rodney Kendall made a motion to Pay the invoices for repairs and then file insurance for Comfort Inn. The motion was seconded by Council Member Rhonda Thomas. The council voted 5-0. Motion Carried.

18) Downtown Park Sidewalks

Council Member Angie Arp made a motion to approve the \$10,100 Colwell Construction Co.
The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

19) Sewer Purchase Order #27978

Council Member made a motion to pay invoice #27978. The motion was seconded by Council Member Bruce Pack. The council voted 5-0. Motion carried.

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20) The Downtown Market Park use

Tina Rice for the Downton Market requested the use of the Park on Saturdays starting in June. Council Member Rhonda Thomas advised that we should approve them from now on without coming back to the council. Mayor Whitener advised that a motion had already been made And that they have the City's Blessings.

21) Playground Park

Council Member Rodney Kendall advised that he and Council Member Angie Arp meet with Roland Vaughn and discussed the downtown park. He informed them that the plan for what he sees happening. The fencing nor sidewalks would be covered. Mr. Vaughn informed them that the grant was for a Botanical Garden. We need to give him an answer as to what we are going to do. Mayor Whitener asked if someone had a copy of the Arts in the Park layout. Council Member Rodney Kendall said that Mr. Vaughn advised that if we could put a garden in front of the bathrooms and perhaps a water feature in front of the playground. Council Member Bruce Pack asked if Mr. Vaughn would consider allowing the City of pay for the Gazebo. Council Member Rodney Kendall advised that he would email Mr. Vaughn and let the council know the answer.

22) City Attorney

Council Member Angie Arp made a motion to discuss. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.
Council Member Arp discussed City Attorney David Syfan. Council Member Rhonda Thomas spoke about Attorney Syfan and how much we have paid him. Council Member Angie Arp made a motion to extend more time. The motion was seconded by Rodney Kendall. An argument ensued between Council Members Arp and Thomas.

23) Mayor Whitener requested a motion to amend the agenda to include repairs to the pool.

Council Member Rodney Kendall made a motion to amend the agenda to include repairs to the pool. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
Roy Parsons presented an invoice for repairs to the city pool in the amount of \$7,326.04.
Council Member Rodney Kendall made the motion to pay the invoice in the amount of \$7,326.04. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

24) Cesar Martinez

Advised that he was speaking on behalf of the Business Association and that they are not in favor of taking any more of the city park area.
He asked about the downtown bathrooms and if they were going to be done sometime this year. Mayor Whitener advised that they probably wouldn't. Mr. Martinez asked that if we would be able to put maybe a portable station downtown. Mayor Whitener advised that it is not in the City budget. He advised that he didn't get a copy of the Newsletter. Sally Smith advised that she would

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send him one the next day. Mr. Martinez advised that the Business Association will be having their meeting at 6pm next Thursday at the Arts Center. Police Scarce and Sheriff Kirby will be speaking.

25) Nathan Fitts

Council Member Angie Arp made a motion to allow Mr. Fitts to speak. Council Member Rodney Kendall seconded. The Council voted 5-0. Motion carried. Mr. Fitts was interested in how the City spends the Hotel Motel revenue. Council Member Angie Arp spoke and explained that the City gives it to the Fannin County Chamber of Commerce.

Council Member Angie Arp made a motion to extend more time. Council Member Rodney Kendall seconded the motion. The Council voted 5-0. Motion carried. Mr. Fitts discussed possibly doing a Virtual Tour of the City of Blue Ridge. Council Member Rodney Kendall made a motion to extend time by 2 minutes. Council Member Angie Arp seconded the motion. Council Member Rhonda Thomas to implement the Downtown Committee. Mayor Whitener said that the only thing she sees is that the Chamber has been cut back money wise. Maybe we should find out if they would be interested in The Virtual Tour.

Council Member Rhonda Thomas made a motion to allow Mr. Fitts some more time. Council Member Rodney Kendall seconded the motion. Mr. Fitts spoke about the water at Staroulite Subdivision and Attorney David Syfan. Mayor Whitener advised that she has asked Attorney Syfan for a letter regarding the subdivision and that she never received it.

26) Executive Session

There was some employee things on the agency for executive session. The council decided to not have Executive Session.

27) Adjournment

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



Mayor Donna Whitener



Approved



Acting City Clerk Sally Smith

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
April 11, 2017 at 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack, Rhonda Thomas
City Clerk Trainee Sally Smith
Zoning Administrator Roy Parsons

- 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 announced that a copy of the Rules of Procedures was available at the council desk.
- 4) Approval of Minutes:
 - a) Council Member Rodney Kendall made a motion to approve the February 3, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.
 - b) Council Member Rodney Kendall made a motion to approve the February 14, 2017 Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- 5) East Main Street, City Streets and Parks Budgets:
Council Member Rodney Kendall made a motion to allow Council Member Angie Arp to speak on the above subject. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Angie Arp read a statement she prepared prior to the meeting and presented a budget (attached) to the Mayor and Council. Council Member Angie Arp made a motion to approve up to \$100,000.00 for new playground equipment at the ballfield/pool park and to approve her to work on final design that is to be presented to the Council upon completion for final approval. The motion was seconded by Council Member Rodney Kendall. Discussion was needed. Council Member Rhonda Thomas suggested using the

City of Blue Ridge

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older equipment that was pulled from the downtown park because the City had greater needs for the \$100,000.00. The Council voted 3-1 with Council Member Rhonda Thomas opposed and Council Member Harold Herndon abstaining. Motion carried. Council Member Angie Arp made a motion to allow two additional minutes for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp made a motion to approve the presented budget and to work on receiving quotes to be presented to the Council for final approval. The motion was seconded by Council Member Rodney Kendall. Discussion was needed. Council Member Rhonda Thomas asked for clarification. Arp restated her motion to approve the presented budget (attached) and get final approval of Council. After additional discussion took place, the Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

6) Park Benches:

Council Member Rodney Kendall made a motion to discuss park benches. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Arp discussed a quote received by Mr. Roy Parsons. Council Member Angie Arp made a motion to approve the quote for twelve benches and twelve trashcans to be used at the playground and on East Main Street. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve the total of \$25,440.00 for the benches and trashcans. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

7) Security Camera System for WTP:

Council Member Rodney Kendall made a motion to approve the proposal from Vectra3 in the amount of \$25,617.74 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

8) Foxfire Sub Division:

Mayor Whitener discussed the Foxfire Sub Division and the City's difficulty providing water to this particular area. Council Member Rodney Kendall made a motion to release the subdivision to Appalachian Water for service. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Water Purchase Agreement between the City and Mr. Steve Neumyer:

Council Member Angie Arp briefly discussed a water agreement to be approved between the City and a resident of Mountain Tops (attached). Council Member Rodney Kendall made a motion to approve the agreement between the City and Mr. Neumyer. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0 with Council Member Arp abstaining.

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10) Staurolite- Turn over to Fannin County Water Authority:

Council Member Angie Arp made a motion to allow Mayor Whitener to speak on this agenda topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Mayor Whitener gave an update of the current situation and announced that Anita Weaver with Fannin County agreed to take over the area if the City wanted to turn it over. Council Member Angie Arp mentioned wanting a representative from the water authority to speak with the Mayor and Council. After more discussion, Council Member Rodney Kendall made a motion to allow Fannin County Water Authority to take over Staurolite. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0 with Council Member Angie Arp abstaining. Motion carried. Council Member Rodney Kendall made a motion to approve the April 11, 2017 minutes "with the change of, that we add in there that we are turning over the service delivery area, not the actual water system, because we do not own it. And the Fannin County Water Authority to take over all provisions of water to Staurolite Subdivision and the transfer of customers in that area to that authority. The City agrees that Staurolite Subdivision can be in the water service area of Fannin County when they do take it over. But we are releasing it from our service delivery area", should the Fannin County Water Authority agree to incorporate the area into their Service Delivery area. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0 (Reference the approval of the April 11, 2017 Council Meeting minutes that took place at the June 13, 2017 Council Meeting).

11) GEFA Trackside Lane Pump Station:

Mayor Whitener discussed GEFA standing and the status of the Trackside Lane Pump Station upgrade. After discussion, Council Member Rodney Kendall made a motion allow Attorney David Syfan and Engineer Matt Smith to write a contract to continue with upgrades of this pump station. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve submitting the Phase II application. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

12) Forest Service Land:

Mayor Whitener briefly gave an overview of the City's options, which were either proceed with the purchase or release the land from contract. Council Member Rodney Kendall made a motion to discuss the forest service land. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Arp discussed the County's interest in purchasing the land. The Mayor and Council continued to discuss the property. Council Member Rodney Kendall made a motion to release the property from its contract with the City. The motion was seconded by Council Member Bruce Pack. The Council voted 4-1 with Council Member Arp opposed. Motion carried.

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13) Gates at Roberts Way and Depot:

Mayor Whitener discussed the safety concerns on Roberts Way and at the Depot. Council Member Angie Arp made a motion to discuss the topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. The Council discussed placing a barricade fence on the railroads right of way (to keep people from driving on or near the rail) because if the City put it on their right of way they would have to dig up asphalt. After some additional discussion, Council Member Angie Arp made a motion to install three additional gates, two on Robert's Way and one at the entrance on Depot Street as well as installing a fence to be placed at the railroads discretion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

14) Fortiline P.O. #27896 for fire hydrant locks:

Council Member Rodney Kendall made a motion to discuss the topic. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Mayor Whitener and Council Member Kendall discussed locks and the possibility of the locks being broken. The Mayor and Council continued to discuss this topic until Council Member Rhonda Thomas made a motion to hold on the purchase of the locks and to control water theft through City Hall. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

15) Carter & Sloope Invoice #21816 for \$9,060.44:

Council Member Rodney Kendall made a motion to approve Carter & Sloope Invoice No. 21816 in the amount of \$9,060.44. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

16) Jeff Kimble Invoice #1071901 Repair of Calliope:

Mayor Whitener explained that the Council has received a quote from Jeff Kimble for repair work on the calliope in the amount of \$2,900 and asked for a motion to discuss the topic. Council Member Angie Arp made a motion to allow discussion for the topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Mayor Whitener explained that Mr. Kimble is the only person that the crew has been able to find to do the work locally. Council Member Rodney Kendall made a motion to investigate further to find an additional person to give the City a quote but if one could not be found then in 30 days the City accepts Mr. Kimble's quote for the need repairs. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

17) Tom Ledford Roberts Way Lighting:

Mr. Tom Ledford was not present at the meeting, therefore, Council Members Angie Arp and Rhonda Thomas spoke on his behalf. Council Member Arp discussed extending street lights all the way to Mountain Street and that the City would only be obligated to pay the monthly fee which is approx. \$60.00 per month. Council Member Thomas discussed adding lighting at the

City of Blue Ridge

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City Park Playground. Council Member Arp discussed running power across Mountain Street. Mayor Whitener suggested obtaining boring quotes.

18) Burn Permits:

The Mayor discussed her concerns about City Hall issuing burn permits and the liability involved. She suggested that the Council allow the Georgia Forestry Commission to take over issuing burn permits within the City limits. The Council seemed to be in agreement but a motion was not made.

19) City Park:

Council Member Rhonda Thomas discussed a flooding problem at the City Park. She asked Roy Parsons to assist the Council with constructing a plan to resolve the problem.

20) Project List:

Council Member Rhonda Thomas discussed a list of projects that she would like to see completed within a few months up to a year. The list included: parking, flooding, the retaining wall in the residential area of East Main Street, Water and Street Department equipment updated and a building to cover material. Council Member Angie Arp briefly discussed the budget.

21) Cesar Martinez- The Blue Ridge Business Association First 2nd Saturday event Memorial Garden Placement, Downtown Bathrooms and Streetscape on East Main:

Mr. Martinez asked for a copy of the budget discussed earlier in the meeting as well as a plan for placement of the approved benches. He reported that the 2nd Saturday event was successful with businesses staying open until 9:00 p.m. He asked for an update on the Memorial Garden placement but no update was available. He asked for bathroom plans, at the time of the meeting the City did not have plans to give.

22) Nicole Potzoff City Wide Art Project:

Ms. Potzoff discussed with the Council what their plans were for the benches and gazebo. She then presented the Council with a request to place temporary art displays at city owned locations: City Hall, the Depot and the City Park. There were no objections from the Council.

23) Bill Ryan Water:

Mr. Ryan discussed low water pressure at his residence in Mountain Tops. Council Member Rodney Kendall explained that the City is replacing the water meters in that area within the next week.

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24) Executive Session Personnel:

Council Member Rhonda Thomas 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 Rodney Kendall. 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 4-0. Motion carried. Council Member Rhonda Thomas left the meeting during the executive session. Council Member Rodney Kendall made a motion to hire five additional lifeguards for the City Pool including Clay Ware, Adam Ingraim, Madeline Harris, Daniel Rice and John Holton. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to move the police officers off of their six month probationary period including Alex Deyton, William Brackett, Justin Alexander and Peter Kusek. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to give the police officers just coming off of their probationary period a \$0.50/hour raise. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to allow Mr. Roy Parsons to negotiate and revise the park trailer lease and to complete the task. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to move Bobby Bearden and Michael Buchanan off of their probationary period and to give them their raise of \$0.50/hour. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

25) Carlie Hammond Good Samaritans:

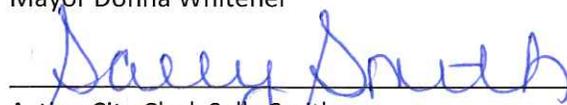
Carlie Hammond then asked to speak. Council Member Angie Arp stated that according to the City Policy, Ms. Hammond has two minutes to speak. Ms. Hammond discussed a newsletter that Good Samaritans will begin issuing with information and phone numbers to contact representatives/volunteers.

26) Adjournment:

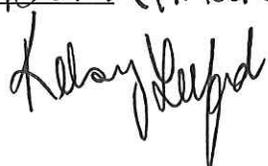
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.



Mayor Donna Whitener



Acting City Clerk Sally Smith

June 13, 2017 & July 11, 2017 (final approval)
Approved (pending corrections) 

2017 City Projects and Improvements List/ Income Expense Budget

	Projects:	Funding Source			Project Total	Possible start date
		Hotel Motel	SPLOST	Reserve		
1	All city streets in need of repairs including potholes or repaving		182,000	118,000	300,000	Apr-17
2	E. Main City Park - Bleachers, Picnic Tables, Benches, Trashcans, Misc			30,000	30,000	Apr-17
3	City Park/ Ballfield - Playground Equipment			100,000	100,000	Apr-17
4	Retaining Wall at Depot Area	47,000		28,000	75,000	
5	Downtown Gazebo - replaced with 32 x 48 multiuse stage			75,000	75,000	
6	Downtown Bathrooms with grant our cash match	150,000			150,000	Jan-18
7	West Main Streetscape matching funds		75,000		75,000	Jul-18
8	Farmers Market - Release Clause			14,000	14,000	approved
9	Downtown Playground Park - Sidewalks			10,000	10,000	approved
	Total needed for projects	197,000	257,000	375,000	829,000	

Funds available:

Hotel Motel current cash balance
 Hotel Motel projected unrestricted collections April-Dec 2017

SPLOST collections April- Dec 2017 (avg. \$25,000/month)
 2017 LMIG funding

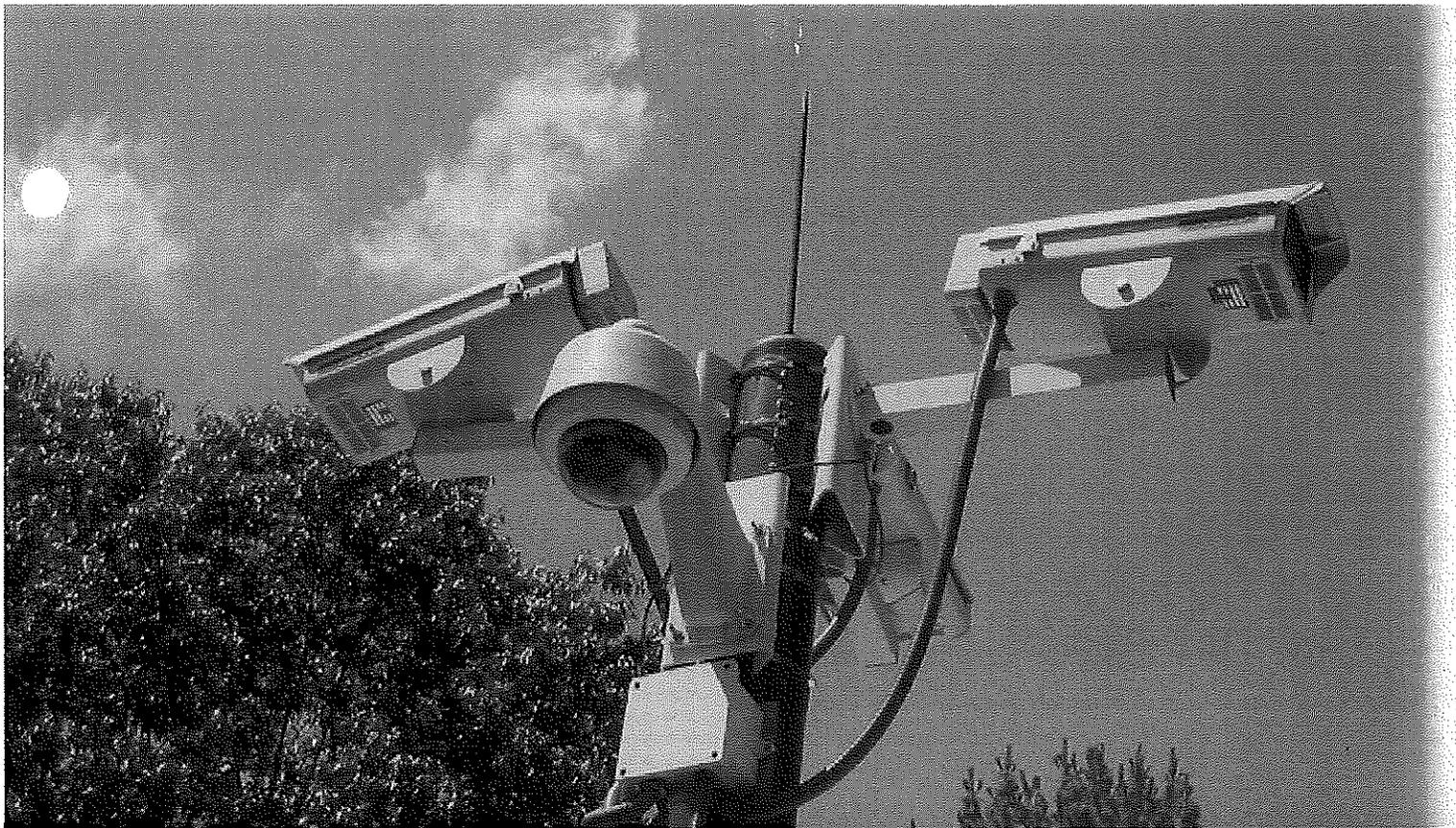
Reserve from Marina land sale

Total funds available for projects

Excess funds available

*Maintains general fund CD of approx. \$184,000

116,000					
81,000					
	225,000				
	32,000				
		400,000			
197,000	257,000	400,000	400,000	854,000	
-	-	-	25,000	25,000	



PROPOSAL FOR CITY OF BLUE RIDGE WATER TREATMENT PLANT



Carter & Sloope
CONSULTING ENGINEERS



Premier Services Group

This Business Overview is the property of Vectra3, LLC, and is considered to be strictly confidential. It contains information intended only for the person to whom it is transmitted.

With receipt of this plan, recipient acknowledges and agrees that:

- i) In the event recipient does not wish to pursue this matter, this document will be returned, at the address listed below as soon as possible;
- ii) The recipient will not copy, fax, reproduce, divulge, or distribute this confidential plan, in whole or in part, without the expressed written consent of Vectra3, LLC.;
- iii) All of the information herein will be treated as confidential material with no less care than that afforded to your own company confidential material

Contact:

Stephen Stockdale, President
1135 Shallowford Road
Marietta, Georgia 30066
Stephen@Vectra3.com
(o) 404.919.4683 (c) 404.386.9099

WATER PURCHASE AGREEMENT

Comes now, the City of Blue Ridge, Georgia, a body corporate and politic, and having an address of 480 West First Street, Blue Ridge, Fannin County, Georgia 30513 (hereinafter referred to as "City") and Steve Neumyer and having an address of _____, Blue Ridge, Georgia 30513 (hereinafter referred to as "Purchaser"), and these parties do hereby enter into this Water Purchase Agreement subject to the terms and conditions as provided herein.

WITNESSETH:

WHEREAS, the City of Blue Ridge, Georgia, pursuant to Section 1.12(b)(20) of the City Charter owns and operates a public water utility that provides potable water to the residents and citizens of the City of Blue Ridge, Georgia and also on a contract basis to residents within the unincorporated area of Fannin County, Georgia;

WHEREAS, the City of Blue Ridge, Georgia, has no mandatory legal obligation to provide potable water to residents within the unincorporated area of Fannin County, Georgia, and may provide water to said residents upon such terms and conditions as determined by the City Council of the City of Blue Ridge, Georgia, to ensure the proper operations and financial feasibility of the municipal water utility system;

WHEREAS, a private developer in approximately 2007 developed a mountaintop residential subdivision designated as "Staurolite Subdivision" and as more specifically described upon the final plat for the subdivision recorded at Plat Hanger E111, Page 1 of the Fannin County Superior Court Clerk Deed Records;

WHEREAS, said final plat of the Staurolite Subdivision has a certificate affixed upon said plat that states the following:

Certificate of the City of Blue Ridge Water System

The City of Blue Ridge has reviewed the subdivision terrain and has determined that it is feasible to serve Lots 1-61 of this subdivision with the City of Blue Ridge Public Water System. The City of Blue Ridge agrees to accept said water system to serve said lots of said subdivision as a part of the Blue Ridge Water System **if the developer complies with all of the requirements of the City of Blue Ridge.**

Therefore, the final plat of said subdivision provides notice to all lot owners or potential purchasers of lots within the subdivision that the City of Blue Ridge would only accept the subdivision's water system upon compliance by the developer with all the requirements of the City of Blue Ridge.

WHEREAS, the restrictive covenants for the Staurolite Subdivision were filed in 2008 at Deed Book 838, Pages 143-159 of the Fannin County Superior Court Clerk Deed Records. Contained within the covenants is a covenant regarding water use, maintenance and easement agreement that indicates that the water system for the subdivision could be a private water system, a county water system, or a city water system. The covenants further provide that each lot owner is to pay a \$2,000.00 water fee at the point of closing on the lot within the subdivision or at the point of installation of the water system. Therefore, the restrictive covenants of the subdivision provide for a water infrastructure fee, and also again provide notice that the water system of the subdivision could be a private water system, a county water system, or a city water system.

WHEREAS, the Deed Records of the Fannin County Superior Court Clerk do not contain any fee simple deeds, or easement deeds, or both, for the water lines, a pump station, and other necessary water infrastructure to the City from the developer, the homeowner's association, or any lot owners of the subdivision, and therefore the City of Blue Ridge, Georgia has no title to any water line of the subdivision, any pump station within the subdivision serving the water lines of the subdivision, and as to any water apparatus that serves the water lines of the subdivision.

WHEREAS, the developer of the Staurolite Subdivision and as to the water system of said subdivision failed to comply with all of the requirements of the City of Blue Ridge regarding the water system in that the developer failed to construct and install a pump station for the water lines of the subdivision, and which is necessary to maintain the water pressure within said lines for the entire subdivision, as well as the fire flow of the water within said lines, and in accordance with the requirements of the Environmental Protection Division of the Georgia Department of Natural Resources.

WHEREAS, since the developer of the Staurolite Subdivision failed to construct and install the pump station of the water lines of said subdivision, the City of Blue Ridge, Georgia, has never accepted said water system as a part of the Blue Ridge Water System due to the fact that the water system of said subdivision fails to comply with all of the requirements of the City of Blue Ridge.

WHEREAS, although the City of Blue Ridge, Georgia has not accepted the water system of Staurolite Subdivision, the City on a case-by-case basis depending on an engineering analysis as to water pressure and fire flow has agreed to sell potable water through the subdivision's private water lines, and with the determination of the amount of water purchased by way of a residential water meter affixed to the private water lines of the Staurolite Subdivision and which determines the amount of water sold to a water purchaser within the subdivision.

WHEREAS, the sale of potable water by the City as to each lot within Staurolite Subdivision is determined on a case-by-case basis, and is based upon water availability of the Blue Ridge Water System, and the potential effect of the proposed tap and water meter of a new purchaser upon the water pressure and fire flow rate within the private water lines of Staurolite Subdivision.

WHEREAS, Steve Neumyer, as Purchaser under this agreement, desires to buy potable water from the City of Blue Ridge Water System for Lot 38 of said subdivision, and have the City install a water meter to account for the amount of water purchased by Mr. Neumyer pursuant to this agreement, and with the purchase of the water being subject to the terms and conditions of this agreement.

WHEREAS, Purchaser has provided the City with an engineering analysis by engineers hired by Purchaser that indicates that a tap and water meter to provide potable water to Purchaser's lot will not further compromise the water pressure and fire flow of the water within the private water lines of Staurolite Subdivision, and that therefore Purchaser's lot in said subdivision can be provided potable water by the City pursuant to the terms and conditions as provided by this agreement.

WHEREAS, both the City and Purchaser desire to state the factual situation of the parties as provided herein, and to provide for the sale of potable water by the City of Blue Ridge to Purchaser, and the purchase of potable water by Purchaser, but subject to the terms and conditions as provided by this agreement.

THEREFORE, in consideration of the mutual benefits that flow to both parties pursuant to this agreement, and based upon the mutual promises contained herein, the receipt and sufficiency of which is acknowledged by both parties, and both parties intending to be bound, the City and Purchaser agree to the purchase and sale of potable water upon the terms and conditions provided hereinafter.

1. **Recitals.** The foregoing recitals, as stated hereinabove, are hereby incorporated by reference into this agreement, as if they were fully restated herein. The parties acknowledge and agree that the recitals are true, correct and accurate, and form the basis of this agreement.

2. **Term.** The initial term of this agreement will be for one year with the agreement beginning on the 1st day of April, 2017 and ending upon the 31st day of March, 2018. This agreement will automatically renew and have the same terms and conditions for one renewal term of one year, unless sixty (60) days prior to the termination date of the original term, the City Council of the City of Blue Ridge gives notice to the Purchaser that the agreement will not renew. Notwithstanding the foregoing, this agreement may be terminated early by either party, and as provided herein this agreement. Upon the termination of the renewal term for any reason, the parties by mutual agreement may enter into further renewal terms of this agreement.

3. **Water Lines and Water Infrastructure of Staurolite Subdivision.** The private developer of Staurolite Subdivision designed and constructed water transport lines for potable water that extend from the existing infrastructure of the water utility operated by the City of Blue, Georgia, and which passes through the land area that comprises Staurolite Subdivision and as more specifically identified upon the final plat for said subdivision as referenced herein. The water transport lines and any related infrastructure was constructed with the private funds of the developer, and during the term of this agreement and any renewal term of this agreement, said lines and water infrastructure of the Staurolite Subdivision shall remain the private property of the developer, the homeowner's association of said subdivision, or the individual lot owners as

applicable. The water transport lines and related water infrastructure of Staurolite Subdivision have not been accepted by the City of Blue Ridge, Georgia and the City of Blue Ridge, Georgia has no obligation or duty to maintain, upgrade, or repair said water lines and related water infrastructure. No term or provision of this agreement shall be construed to be an acceptance of the water transport lines and related water infrastructure of the Staurolite Subdivision by the City of Blue Ridge, Georgia, and the City of Blue Ridge, Georgia shall have no duty to maintain or repair the water transport lines and related water infrastructure of Staurolite Subdivision until such time that said water apparatus meets the specifications of the water utility system of the City, that said water apparatus has been maintained for one year after meeting the City's specifications by the developer, the homeowner's association, or individual lot owners, and the City Council of the City of Blue Ridge, Georgia formally accepts said water apparatus of the subdivision. Purchaser acknowledges and agrees that the City is making no representations or warranty as to the water pressure within the water transport lines and related water apparatus of the Staurolite Subdivision, and is making no warranty or representations that said water apparatus has sufficient water flow for fire purposes. The Purchaser agrees that Purchaser fully assumes all risk of insufficient water pressure and fire flow for said lines, and as to the provision of potable water to Purchaser's lot within the subdivision. Purchaser, having full and complete knowledge of the risk regarding water pressure and fire flow, agrees to assume this risk, and agrees to hold the City of Blue Ridge, Georgia harmless from any and all claims of Purchaser or related to Purchaser's lot, and regarding the water pressure and fire flow of said water infrastructure of the Staurolite Subdivision. Purchaser also acknowledges and agrees that should the water apparatus of the Staurolite Subdivision have a leak that the City of Blue Ridge, Georgia shall have the full and complete right to cease providing potable water to the lot owners of the subdivision, including but not limited to the Purchaser, and to prevent water loss suffered by the City. Upon the repair of the leak, and the payment of any water loss due to the leak, the City, in the City Councils' discretion, may resume water service, and specifically conditioned upon the repair of the leak and the payment of the water loss by the developer, the homeowner's association, or the individual lot owner or owners. If Purchaser's lot or structure built thereon, suffers from water pressure issues, then Purchaser agrees that the City has no duty or obligation to solve said water pressure issues, and Purchaser, in Purchaser's discretion will have to install a booster pump for Purchaser's lot and structure.

4. Retail Sale of Potable Water. Subject to the terms and conditions of this agreement, the City shall retail sell potable water to Purchaser, and Purchaser shall purchase potable water from the City. The provision of water to Purchaser by the City shall not create any obligation or duty upon the part of the City to provide potable water to any other lot owner within the subdivision. The City agrees to bill Purchaser for Purchaser's water consumption at the same rates that the City charges other customers within the unincorporated area of Fannin County, Georgia. As a further condition of Purchaser being able to purchase potable water from the City, Purchaser agrees to pay the standard fees assessed other customers within the unincorporated area of Fannin County, Georgia for the water tap, water meter, backflow preventer, connection fee, meter deposit fee, and any other standard surcharges or assessments, and in effect at the time of application for a water meter by Purchaser. The City shall be responsible for making the water tap and installing the water meter. The City shall have no obligation to perform the water tap or provide the water meter to Purchaser until the Purchaser pays said fees and assessments. Purchaser further agrees that the failure of Purchaser to pay the water invoices received from the

City for water consumption by the Purchaser shall give the City the right to terminate the provision of potable water to Purchaser or Purchaser's lot, or both.

5. Upgrade to the Water Apparatus of Staurolite Subdivision. Purchaser acknowledges that in order for all lots within Staurolite Subdivision to have sufficient water pressure and fire flow, or to create sufficient water pressure and fire flow within every part of the water system of Staurolite Subdivision, that a pump, pump station, pump house, and other water apparatus will have to be constructed and installed by developer, the homeowner's association, or the individual lot owners. Purchaser acknowledges and agrees that said pump station is necessary to meet the requirements of the Environmental Protection Division of the Georgia Department of Natural Resources as to water pressure within every part of the subdivision water system. Purchaser acknowledges and agrees that in the event that said pump station and related water apparatus is not constructed and installed within two years of the date of this agreement, that the City shall have no duty or obligation to provide water to Purchaser or to Purchaser's lot. The pump station and related apparatus must be built to the specifications of the City, approved by the City, and also approved by the Environmental Protection Division. After the pump station and related water apparatus is maintained for one year by the developer, the homeowner's association, or individual lot owners, then the applicable party may petition the City to accept said pump station and water apparatus. As a condition of acceptance of the pump station and related water apparatus, the City must receive fee simple deeds or easement deeds to the City's specifications as to the water lines, pump station, and related water apparatus, and sufficient to allow the City to maintain and repair said water infrastructure. If at any time during the term of this agreement, it appears that the pump station will not be installed and constructed, then the City, in its discretion, may terminate this agreement and cease providing potable water to Purchaser or to Purchaser's lot, or both.

6. Breach of the Agreement. Purchaser shall have the right to seek a writ of mandamus, or any other remedy allowed by law, for any breach of any term or condition of this agreement required of City. The City as to any breach of any term or condition of this agreement by Purchaser, shall have the right to pursue any legal remedy against the Purchaser, as allowed under Georgia law, or in the discretion of the City, may terminate providing potable water pursuant to this purchase agreement, or any combination thereof.

7. Independent Parties. Nothing in this agreement shall be construed or be deemed to create a relationship between Purchaser and City as a principal and agent, or any other type of relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this agreement.

8. No Duress. Purchaser agrees that Purchaser is under no duress, and has fully and willingly entered into this agreement, after having read the terms and conditions of this agreement, and enters into this agreement of Purchaser's own free will.

9. Severability. The provisions of this agreement are severable, and if any clause or provision shall be held invalid or unenforceable, then such clause or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability

shall not affect any other clause or provision of this agreement, and this agreement shall otherwise remain in full force and effect.

10. Amendment Required to Comply with Law. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto, in such a manner as to indicate that the terms, structure or effect of this agreement may be in violation of such laws or regulations, the parties shall use their best efforts in good faith to amend this agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties. If the parties cannot agree on any such amendment, then either party may, by written notice to the other, terminate this agreement.

11. Notices. All notices hereunder by either party to the other shall be in writing. All notices, demands and requests shall be deemed given when hand delivered, sent by overnight courier, telefaxed with confirmation, or mailed, postage prepaid, registered or certified mail, return receipt requested:

To City at:
City of Blue Ridge
Attn: Mayor Donna Whitener
480 West First Street
Blue Ridge, Georgia 30513

To Purchaser at:
Steve Neumyer

Blue Ridge, Georgia 30513

12. Entire Agreement; Amendments. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the parties not embodied herein or attached hereto shall be of any force and effect. Any additions or amendments to this agreement subsequent hereto shall be of no force and effect unless in writing and signed by the party to be charged therewith.

13. Governing Law. This agreement shall be construed in accordance with the laws of the State of Georgia.

14. Time is of the Essence. Time is of the essence of this agreement.

15. Waiver. A waiver of any provision, right or obligation hereunder shall only be effective if in writing and signed by the party to be charged therewith. No written waiver shall extend beyond the matter which is the specific reference thereof.

16. Authority. Each party represents to the other that this agreement has been duly authorized by and on behalf of each party.

Witness their hands and seals, the parties do hereby agree to this purchase agreement, this 1st day of March, 2017.



CITY:

City of Blue Ridge, Georgia

By: Donna Whitener
Mayor Donna Whitener

Attest: Sara J. Smith
City Clerk Kelsey Ledford

Sworn to and subscribed
before me this 20
day of March, 2017.

[Affix Municipal Seal]

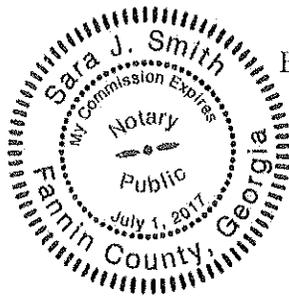
Rebecca A. Harkins
Notary Public
My Commission Expires: 2/18/18

PURCHASER:

Steve Neumyer

By: Steve Neumyer
Steve Neumyer

Sworn to and subscribed
before me this 5
day of March, 2017.



Sara J. Smith
Notary Public
My Commission Expires:

RDS/lle/2881/197326

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
May 2, 2017 at 10:00 a.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
And Bruce Pack
Acting City Clerk Barbie Gerald
Zoning Administrator Roy Parsons

Absent: Mayor Donna Whitener
Council Member Rhonda Thomas

- 1) Call Meeting to Order:
Council Member Bruce Pack made a 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:
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 a copy of the rules of procedures was available at the Council desk.
- 4) East Main Street:
Council Member Angie Arp made a motion to discuss this agenda topic. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Arp received a quote from Colwell for additional paving work to be done between Messer and Mountain Streets in the amount of \$52,091.00. She continued to explain that Colwell Construction can start the paving the week of May 8, 2017. Council Member Angie Arp made a motion to make a change order to the East Main Street Project for Colwell Construction to finish the paving from Messer Street to Mountain Street in the amount of \$52,091.00. The motion was seconded by Council Member Bruce Pack. The Council discussed the addition to the project. The time limit expired. Council Member Angie Arp made a motion to extend the time. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. The Council voted 4-0 in regards to the change order. Motion carried. Council Member Arp began discussing the recommendation of the project engineer for handrails in three locations on East Main Street. She mentioned that Colwell quoted the installation and materials

City of Blue Ridge

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to be in the amount of \$4,500.00. The Council discussed this topic. Council Member Angie Arp made a motion to pay Colwell to install the handrails. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

5) Pool/Park:

Council Member Angie Arp made a motion to discuss the pool/park. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Assistant Park Supervisor Kim Keenan discussed hiring lifeguards, their training and their swimsuits. The time limit expired. Council Member Angie Arp made a motion to extend the time. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Discussion continued. Council Member Angie Arp made a motion to hire Dahla Myers, Ethan Smith, Evan Taylor, Jacob Hood, Zackery Campbell, Miriam Foster and Dylan Weigle as lifeguards and Ann Ingram for concession only. 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 training expenses for the lifeguards hired for the 2017 season. 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 purchase swimsuits for the hired lifeguards for the 2017 season. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

6) Executive Session—Personnel:

Council Member Angie Arp 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 4-0. Motion carried. Council Member Bruce Pack made a motion to open the meeting from an executive session. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to allow employees from the Water Treatment Plant to rotate out working in water distribution at the discretion of Zoning Administrator Roy Parsons and Utility Billing Supervisor Rebecca Harkins. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to allow Tony Byrd, the Shop Foreman, to work in water distribution 1-2 days a week as needed at the discretion of Mr. Parsons and Mrs. Harkins. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

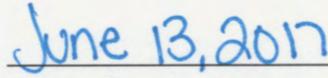
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7) Adjournment:

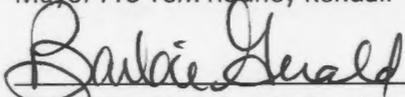
Council Member Angie Arp made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Meeting adjourned.



Mayor Pro Tem Rodney Kendall



Approved



Acting City Clerk Barbie Gerald



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
May 9, 2017 at 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford
Zoning Administrator Roy Parsons

Absent: Council Member Rodney Kendall

1) Call Meeting to Order:

Council Member Bruce Pack made a motion to call the meeting to order. The motion was seconded by Council Member Rhonda Thomas. 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) Council Meeting Rules of Procedures:

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

4) Approval of Minutes:

a) Council Member Rhonda Thomas made a motion to approve the March 14, 2017 Council Meeting Minutes. The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried.

5) Purchase of items for the Pool/Ballfield Park:

Council Member Angie Arp made a motion to discuss this agenda item. The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried. The Mayor and Council received a letter along with quotes (attached) from Park Supervisor Kim Keenan. The Mayor and Council discussed the need for security cameras and the necessary quantity. The time limit expired. Council Member Angie Arp made a motion to extend the time limit. 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 purchase of two cameras from Blue Ridge Surveillance (Britton Quintrell). The motion was seconded by Council Member

City of Blue Ridge

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Bruce Pack. The Council voted 4-0. Motion carried. The Mayor and Council discussed the roof repair on the pole barn at the ballpark as well as building an additional building for storage. The Mayor suggested connecting the two buildings. The Mayor requested drawings for the buildings and Council Member Angie Arp requested that Council Members Bruce Pack and Harold Herndon work with Mrs. Keenan to develop drawings for the construction of said buildings. The Mayor and Council discussed partitions for the park restrooms. Mayor Whitener stated that Mrs. Keenan was having difficulty obtaining additional quotes for this project. The time limit expired. Council Member Rhonda Thomas made a motion to purchase the partitions for the restrooms at the City Park. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. A Council Member asked if the installation was included in the quote. It was determined that the installation did not appear to be included. Council Member Angie Arp suggested finding out if the labor can be included at the same price and if not to see if the existing partitions can be temporarily painted until the installation price can be determined. Mayor Whitener stated that the purchase of the new partitions are approved if installation is included but if it is not then this topic will need to be reevaluated at the next Council Meeting.

6) Fund Account Approval for Park Benches, Trash Cans, Farmers Market Clause Removal and Colwell Sidewalk Contract for Playground:

Council Member Angie Arp made a motion to approve these items to be purchased from the Hotel/Motel Tax account. Mayor Whitener stated that this items have already been approved and asked if she was just specifying which account to pay them from. Council Member Arp stated yes, that Finance Director Alicia Stewart had requested that the account in which to fund these items be specified in a motion at a council meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

7) Fortiline Purchase Order:

The Mayor and Council were presented with information in regards to the Fortiline Purchase Order (attached), for the purchase or hydrant locks. The Mayor stated that the locks have already been ordered and received. The Mayor and Council discussed their previous discussion at a prior meeting on this topic. They continued to discuss this purchase and the need for hydrant locks. They also discussed finding out if the locks can be returned to Fortiline. Council Member Bruce Pack made a motion to find out if the City can return the hydrant locks to Fortiline. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

8) Cesar Martinez—Business Association’s Spring Agenda, Street Work on East Main Street, Memorial Garden 2nd Saturday in May:

Mr. Martinez was not present at the meeting.

9) Bill Ryan—Storm Water Drainage:

City of Blue Ridge

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

Mr. Ryan was not present at the meeting.

10) Executive Session—Personnel:

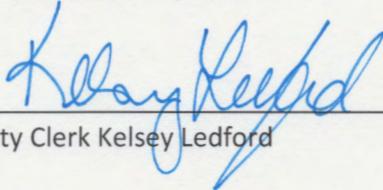
Mayor Whitener stated that an executive session was not needed at this time.

11) Adjournment:

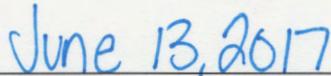
Council Member Rhonda Thomas made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Meeting adjourned at 6:22 p.m.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



Could these items be put on May 9 agenda???

1. Four cameras at the City Pool to help prevent vandalism to the pool and playground.
2. This is an estimate to get the roof on the shop building at the Ballpark repaired. We are also in the process of getting estimates to build a "pole barn" type building next to the existing shop to store equipment under and to free up space in existing building to be able to work on things.
3. This quote is to replace the wood stalls and partitions in the men's & women's restrooms at the city pool with the solid plastic stalls & partitions that are guaranteed for 15 years plus. They wont rust or mold & mildew, like the wooden ones. We have cleaned and bleached the existing stalls and the mold just keeps coming back, and the doors are warped.

Thank you,

Kim Keenan



Next Council Mtg



Order # 9280384A					Invoice Date 04/27/17		Page 1	
Bill To Britton Quintrell Blue Ridge Surveillance Po Box 645 Mc Caysville, GA 30555				Ship To Britton Quintrell 109 Blue Ridge Drive Mc Caysville, GA 30555				
Customer No. 8172875	Sales I.D. 5771577	Reference # City Pool	Source 1C /RET	Terms QUOTATION				
Ordered By		Warehouse	Phone Number (706) 455-8061	Total Wt. 0.0 Lbs	Zone	Pkg 0	Ship Via CAN	

Qty	B/O	Ship	Item #	Description	Un. Price	Ds	Amount
1			ALI-NVR330 4P1TB	4CH NVR, 4 Port PoE, 25Mbps, 1U with 1TBHDD	299.99	--	299.99
4			ALI-NS1014 VR	4MP IP 65ft IR WDR Dome Camera 4mm	179.99	--	719.96
1			LIGO-DLBEC HO5	Ligowave 15dBi Access Point and CPE, 30 Degree Beam Bracket Sold Seperate	90.11	--	90.11
1			LIGO-DLBEC HOB	Ligowave DLBECHO5 Mounting Bracket	13.67	--	13.67
1			LIGO-DLB59 0	Ligowave 90 Degree 18dBi Base Station	117.59	--	117.59
1			DES-1008PA	8-Port Fast Ethernet Unmanaged Metal Desktop Switch	56.34	--	56.34
1			CAB-CAT5-1 000E	1000Foot CAT5 24AWG Cable CCA	67.90	--	67.90

MERCHANDISE INVOICE TOTAL \$ 1365.56
 INVOICE TOTAL \$ 1365.56

Labor 500.00
1,865.56

4 Cameras at City Pool



Ronnie Dillard 770-851-2052
 Dillardscontracting@gmail.com

To: City of Blue Ridge

ESTIMATE FOR NEW 24x60 EQUIPMENT BUILDING AND REPAIRS

INSURANCE COMPANY	JOB NAME	PAYMENT TERMS	DATE
	City Park	Due on receipt	04/18/17

QTY	DESCRIPTION	COST EACH	TOTAL COST
1	2x4 WALLS 10 FT. TALL		
2	4 BAY GARAGE		
3	2 GARAGE FLOORS GRAVEL AND 2 CONCRETE		
4	2 GARAGE BAYS COMPLETELY ENCLOSED WITH GARAGE DOORS		
5	REST OF BUILDING ENCLOSED W/ VINYL ON SIDES AND BACK W/ FRONT OPEN		
6	METAL ROOF		
7	WIRED FOR ELECTRICITY WITH LIGHTS AND OUTLETS		
	TOTAL COST ----		\$64,800.00
	<i>To build a new shop to store equipment & misc</i>		
	TAKE METAL OFF EXISTING BUILDING AND REPLACE ALL ROTTEN WOOD AND CARNICE, ALSO ADDING DRIP EDGE AND PROPER HANGOVER TO PREVENT WATER PROBLEM.	OLD Shop ROOF	\$3,800.00
		SUBTOTAL	\$68,600.00
		TOTAL	\$68,600.00

THANK YOU FOR YOUR BUSINESS

Kelsey Ledford

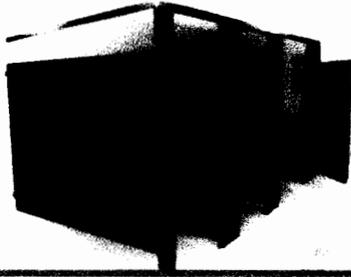
From: Kim Keenan
Sent: Tuesday, May 09, 2017 11:41 AM
To: Kelsey Ledford
Subject: Building

Here are the names of other people I have called and spoke to about getting quotes for a "pole barn" type building for at the ballpark to put equipment under and out of the weather and to get the existing shop roof fixed. No one ever called me back,

1. Charles Flowers - 706-633-7235
2. Chase McHan - 706-633-8973
3. BBSI (Chad) - 706-632-8624

Still looking for other partition person that turned down the job. I know his name was T. J

Kim Keenan
City of Blue Ridge
Park & Recreation
Assistant Supervisor
706-633-7433 (Cell)
706-632-2091, ext. 8 (Office)
kkeenan@cityofblueridgega.gov



ONE POINT

PARTITIONS

(800) 756-6817

Restroom Partition Quote # 171793.3

Qty: 4 Restroom Stalls w/ Doors, Floor Mounted/Overhead Braced, Std. Hardware
Qty: 1 Urinal Screen 24" x 48", Wall Hung, Std. Hardware

Solid Plastic : \$3500.00



MADE IN THE USA
We won't be undersold by import partitions, Contact us for details.

Based on drawings #171793.2 dated 4/26/17

Quote date: 5/9/17

INCLUDES: Material, Hardware & Shipping

Leadtime: **DELIVERED ONSITE** for Colors listed on our website 5-6 **Business Days**

Colors: Click Chart on right for color options



Click here for the order form:

Order Form

Your Partition Expert:

Andy Hughes

andyh@oppsales.com

www.onepointpartitions.com

Direct Line: 615-823-1668

Fax #: 615-537-0487

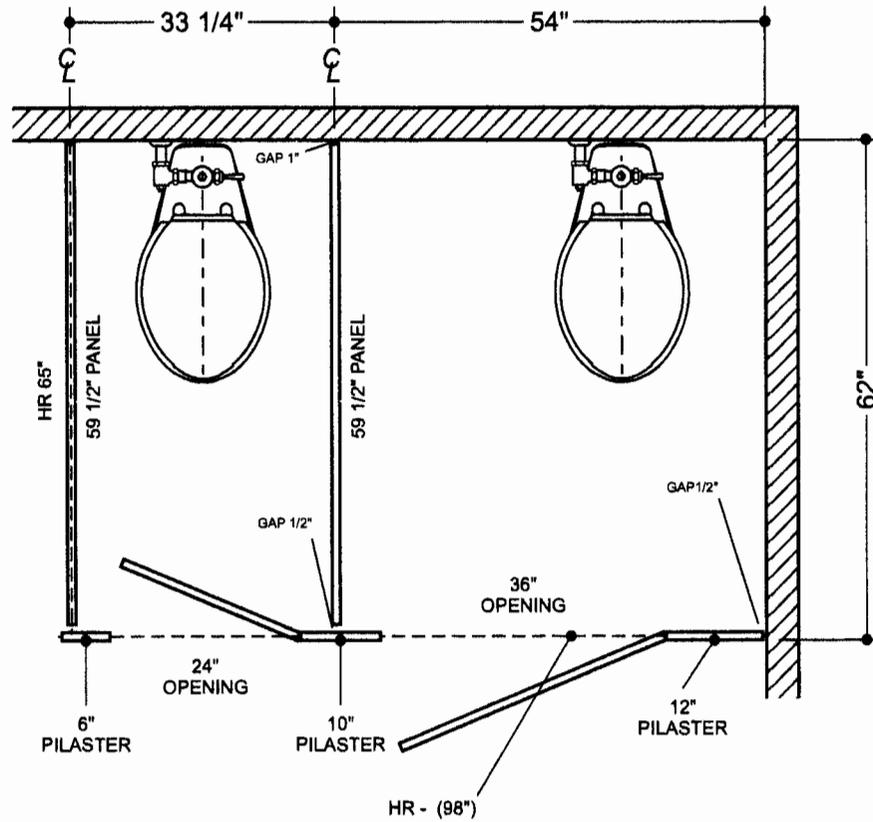
Customer Info

Name: Kim Keenan

Ship Zip: 30513

The fine print:

Quote is valid for **30 days**. Returns and cancellations after manufacturing has started will not be re-funded due to the custom nature of the product and cost of shipping. By submitting any form of payment you agree to have confirmed final drawing dimensions sent by One Point. One Point cannot be responsible for incorrect order measurements, improper installation, or damage after partitions have been received. Bracing and blocking is to be provided by others. Manufacturing and ship times are estimates and may vary. Any product warranties are those of their manufacturer and do not transfer to the buyer. Partitions will be shipped via LTL semi truck freight. Any damage or missing material must be noted on delivery ticket to be covered. Any additional freight services, such as inside delivery and re-delivery, are not included unless specially included in the quote. Thank you!



- Consult with your local officials for ADA and plumbing code compliancy, Each locality differs in interpretation and enforcement of guidelines and codes.
- If Elevation Drawings are needed please email us your request.
- HR (Head Rail) attaches to top of Pilasters and to adjacent walls at 81" from floor.
- HR size shown refers to length of Head Rail. HR is cut on jobsite to size needed.
- Overall Depth shown is from Back Wall to Face of Partition.
- Doors are cut 3/8" less than listed Door Opening for hardware.

Layouts: Women's
 Room Qty: 1 THUS
 Style: Overhead Braced
 Material: Solid Plastic
 Color: TBD

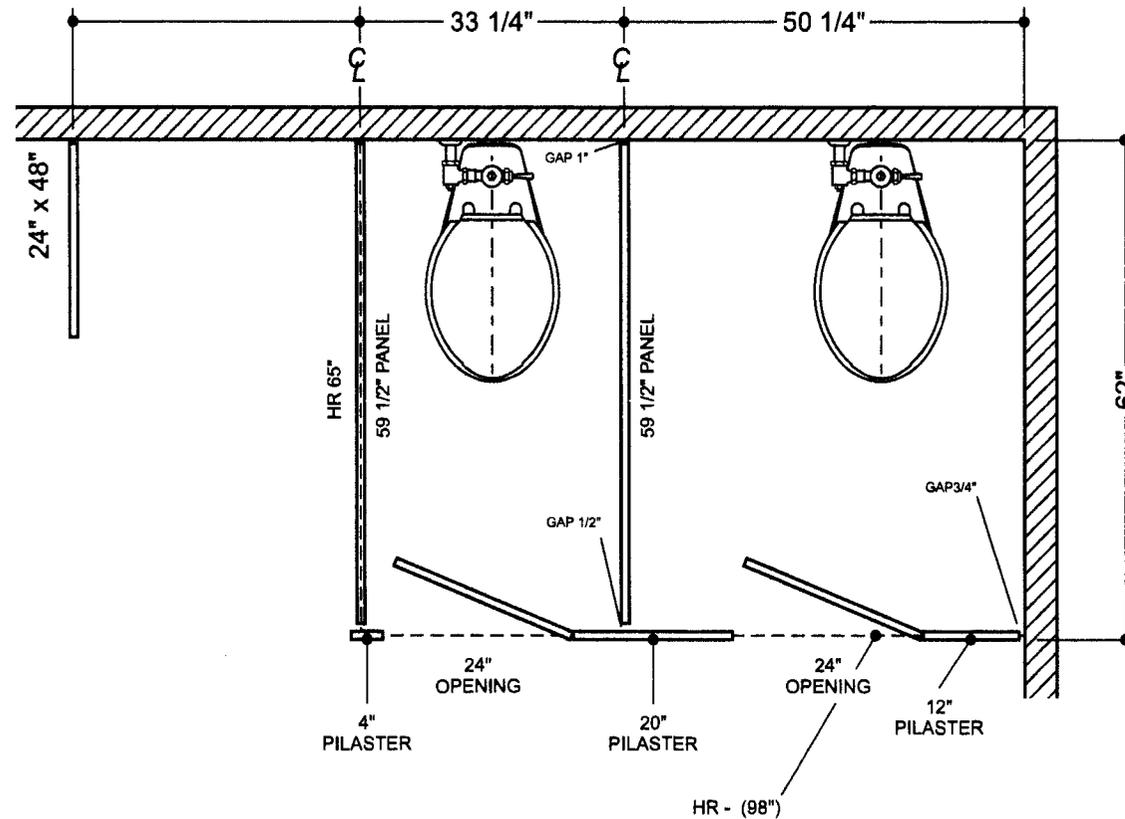
ONE POINT PARTITIONS

800.756.6817 - Toll Free (ask for Andy)

615.823.1668 - Direct line

andyh@oppsales.com

615.261.1433 (fax)



- Consult with your local officials for ADA and plumbing code compliancy, Each locality differs in interpretation and enforcement of guidelines and codes.
- If Elevation Drawings are needed please email us your request.
- HR (Head Rail) attaches to top of Pilasters and to adjacent walls at 81" from floor.
- HR size shown refers to length of Head Rail. HR is cut on jobsite to size needed.
- Overall Depth shown is from Back Wall to Face of Partition.
- Doors are cut 3/8" less than listed Door Opening for hardware.

Layouts: Men's
 Room Qty: 1 THUS
 Style: Overhead Braced
 Material: Solid Plastic
 Color: TBD

ONE POINT
PARTITIONS

800.756.6817- Toll Free (ask for Andy)

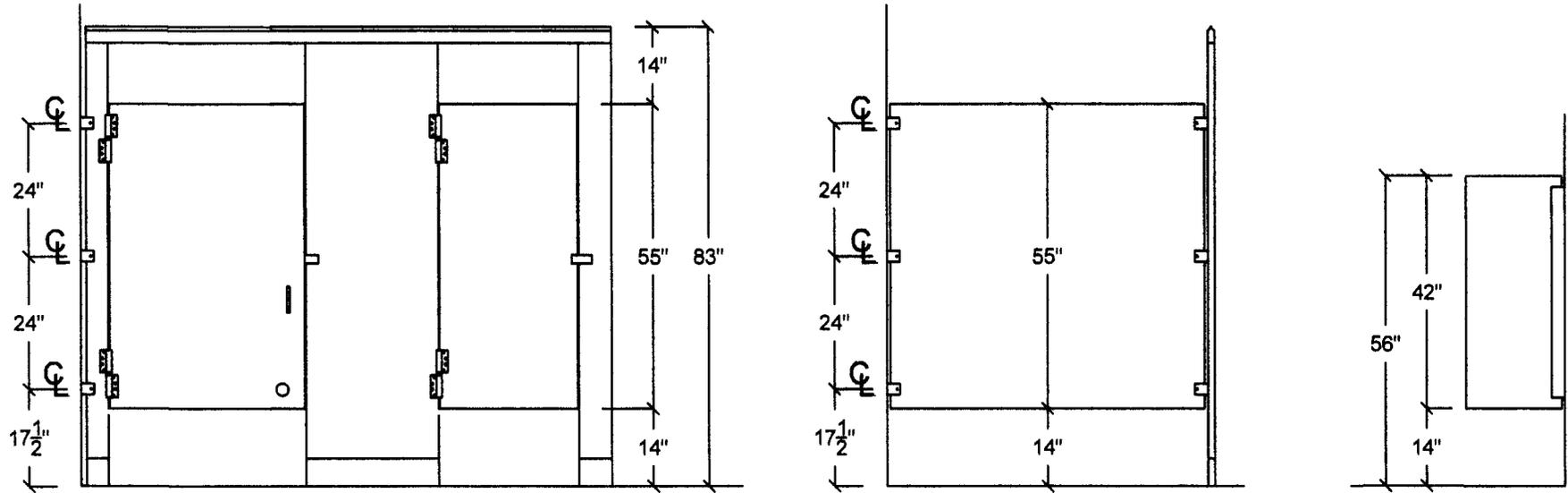
615.823.1668 - Direct line

andyh@oppsales.com

615.261.1433 (fax)

A TYPICAL FLOOR ANCHORED OVERHEAD BRACED ELEVATION

Solid Plastic (HDPE)



Kelsey Ledford

From: Kim Keenan
Sent: Tuesday, May 09, 2017 11:53 AM
To: Kelsey Ledford
Subject: Partition

The guy that turned down the partition job at the city pool is Robert Cody Kirkland 706-946-0081.

Kim Keenan
City of Blue Ridge
Park & Recreation
Assistant Supervisor
706-633-7433 (Cell)
706-632-2091, ext. 8 (Office)
kkeenan@cityofblueridgega.gov

PURCHASE ORDER

DATE 12-28-16

27896

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

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

PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
45			Enviro Locks	84	22		
45			Keys	12	20		
45			Hydrant LOK	110	25		
			RCVD				
			1-24-17				
			By T Byrd				
						9300	15

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. _____

PA. _____

Rebecca Harkins

From: Rebecca Harkins
Sent: Thursday, December 22, 2016 10:12 AM
To: Donna Whitener; Rodney Kendall; Angie Arp; Rhonda Thomas; Bruce Pack; Harold Herndon
Cc: Alicia Stewart
Subject: Fire Hydrant Theft

Short Version:

1. Illegal fire hydrant usage has been a problem for years. We have cheap minimal security locks on about 20% of our hydrants. They can be taken off with a screwdriver or crowbar
2. We have caught 3 people using a fire hydrant illegally in the past 30 days.
3. EPD drought level 2 says NO fire hydrant uses except for firefighting and we have to submit a report in January as to the steps we are taking (we have to meet a minimum of 4 mandatory strategies in addition to standard regulations)

So I need approval for \$9300.15 to be paid out of water loss control for fire hydrant locks. I have confirmed the availability of the funds with Alicia. She says we can get email approval and then do an official vote at January's meeting. I would appreciate a response ASAP by email. If you would like further information please contact me.

Rebecca Harkins
Utility Billing Supervisor

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

706-632-2091
706-632-3278 fax



Rebecca Harkins

From: Rodney Kendall
Sent: Thursday, December 22, 2016 1:14 PM
To: Angie Arp
Cc: Rebecca Harkins; Donna Whitener; Rhonda Thomas; Bruce Pack; Harold Herndon; Alicia Stewart
Subject: Re: Fire Hydrant Theft

Becky I am good with moving forward. Thank you and have a good day.

Sent from my iPhone

On Dec 22, 2016, at 11:53 AM, Angie Arp <aarp@cityofblueridgega.gov> wrote:

Becky,

I spoke to Rodney and he explained it very well, so I am good with this.

Angie

From: Rebecca Harkins
Sent: Thursday, December 22, 2016 10:44 AM
To: Angie Arp; Donna Whitener; Rodney Kendall; Rhonda Thomas; Bruce Pack; Harold Herndon
Cc: Alicia Stewart
Subject: RE: Fire Hydrant Theft

It is a lot of money but I gave you the short version of info. Illegal fire hydrant usage presents several problems:

1. Thieves damage hydrants due to improper usage – a new hydrant costs \$1500 to \$1800 dollar not counting installation labor
2. Illegal usage compromises water integrity, they don't have backflows when they hook up and can contaminate the water with bacteria, chemicals, and debris. This is a big liability for us, we would never know until it was too late and people were sick.
3. Improper turning on/off of a hydrant creates water hammer and causes main water lines to bust, this happens often. This causes customers to be out of water, extra labor for the city, and large volumes of water loss. It also stirs up sediment in the bottom of lines creating the dingy or brown water that often gets complained about. We then have to flush our lines to clear it up contributing to even more water loss and extra labor.

Realistically it is a security issue as well as a water loss control issue. We have wanted to do locks for a while but we have taken our time to select the best lock at an affordable price. I hope you will take the

time to talk to Rodney, he can tell you a lot about fire hydrant safety issues and maybe reconsider your position.

From: Angie Arp
Sent: Thursday, December 22, 2016 10:31 AM
To: Rebecca Harkins; Donna Whitener; Rodney Kendall; Rhonda Thomas; Bruce Pack; Harold Herndon
Cc: Alicia Stewart
Subject: Re: Fire Hydrant Theft

Hi Becky,

That's a lot of money, is there not anything else that can be done. Especially since we most likely will not always be in a drought situation. Are we mandated to have locks on the hydrants, if not could you try to come up with something else and implement a policy were we could fine heavily those that use the hydrants and possibly post signs at the hydrants. I just think it is a lot of money to spend since droughts are not normally a typical thing in this area. There are many other things we could use this money for to prevent water loss.

Angie

From: Rebecca Harkins
Sent: Thursday, December 22, 2016 10:12 AM
To: Donna Whitener; Rodney Kendall; Angie Arp; Rhonda Thomas; Bruce Pack; Harold Herndon
Cc: Alicia Stewart
Subject: Fire Hydrant Theft

Short Version:

1. Illegal fire hydrant usage has been a problem for years. We have cheap minimal security locks on about 20% of our hydrants. They can be taken off with a screwdriver or crowbar
2. We have caught 3 people using a fire hydrant illegally in the past 30 days.
3. EPD drought level 2 says NO fire hydrant uses except for firefighting and we have to submit a report in January as to the steps we are taking (we have to meet a minimum of 4 mandatory strategies in addition to standard regulations)

So I need approval for \$9300.15 to be paid out of water loss control for fire hydrant locks. I have confirmed the availability of the funds with Alicia. She says we can get email approval and then do an official vote at January's meeting. I would appreciate a response ASAP by email. If you would like further information please contact me.

Rebecca Harkins

Utility Billing Supervisor

City of Blue Ridge Water & Sewer

480 West First St

Blue Ridge, GA 30513

706-632-2091

706-632-3278 fax

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
June 13, 2017 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
Zoning Administrator Roy Parsons

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 4-0, Council Member Harold Herndon not present at the beginning of the meeting. 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 informed those present that a copy of the rules of procedures was available at the Council desk.

4) Approval of Minutes:

a) Council Member Rodney Kendall made a motion to discuss a change to the April 11, 2017 Council Meeting minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall referenced page 3 of the Council Meeting minutes and began discussing a change to the Staurolite Subdivision section of the minutes. He clarified that the minutes needed to reflect that the City does not own the subdivision water system but is turning over the water deliver area comprising the subdivision to the county in the Service Delivery Strategy Agreement. He repeated that the City does not own the water system but is turning over the service delivery area. Council Member Rodney Kendall made a motion to approve the April 11, 2017 minutes "with the change of, that we add in there that we are turning over the service delivery area, not the actual water system, because we do not own it, and the Fannin County Water Authority to take over all provisions of water to Staurolite Subdivision and the transfer of customers in that area to that authority. The City agrees that Staurolite Subdivision can be in the water service area of Fannin County when they do take it over. But we are releasing it from our service delivery area", should the Fannin County Water Authority agree to incorporate the

City of Blue Ridge

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area into its Service Delivery area. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0, Council Member Harold Herndon arrived during discussion of this agenda item. Motion carried. Mayor Whitener asked City Clerk Kelsey Ledford to make sure that the April 11, 2017 minutes reflect the Council's motion.

- b) Council Member Rodney Kendall made a motion to approve the May 2, 2017 Special Called Council Meeting minutes (includes Executive Session minutes). The motion was seconded by Council Member Harold Herndon. The Council voted 4-0 with Council Member Rhonda Thomas abstaining. Motion carried.
- c) Council Member Rhonda Thomas made a motion to approve the May 9, 2017 Council Meeting minutes. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

5) 2016 Budget Amendment No. 2:

The Mayor and Council were presented a copy of the proposed budget amendment (attached). Council Member Rodney Kendall made a motion to approve 2016 budget amendment no. 2. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

6) Burn Permit Ordinance Amendment (First Reading):

Mayor Donna Whitener read the first paragraph of the proposed Burn Permit Ordinance Amendment. Council Member Rodney Kendall made a motion to accept the first reading of the ordinance. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

7) Work Detail Agreement FY2017-FY2018:

The Mayor and Council were presented a copy of the proposed Work Detail Agreement for FY2017-FY2018 (attached). Council Member Rodney Kendall made a motion to approve the agreement. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

8) Carter & Sloope Task Release No. 12 (Downtown West Water Main Upgrades, Phase II):

The Mayor and Council were presented a copy of the proposed Task Release No. 12 from Carter & Sloope (attached). Council Member Rodney Kendall made a motion to approve Task Release No. 12. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Swimming Lessons Contract with Rene Mashburn:

The Mayor and Council were presented a copy of the proposed contract with Rene Mashburn for swimming lessons at the City Park (attached). Council Member Rodney Kendall made a motion to approve the contract. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

City of Blue Ridge

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10) Downtown Park Grant:

Council Member Rodney Kendall explained that the City was grateful for receiving the grant from the Vaughn Jordan Foundation but explained that there was limited space at the downtown park. Council Member Rodney Kendall made a motion to give the grant back to the Vaughn Jordan Foundation with the City's most sincere apologies. The motion was seconded by Council Member Angie Arp. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

11) Parking:

Council Member Angie Arp made a motion to discuss parking. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Members Angie Arp and Bruce Pack suggested changing the parking limit from two (2) hours to three (3) hours. Council Member Bruce Pack mentioned that Dahlonega, Ga. had limited parking for three (3) hours between the hours on 9:00 a.m. – 5:00 p.m. where signage is placed. Council Member Rhonda Thomas mentioned wanting to hear what the business owners downtown wanted. Council Member Angie Arp stated that there was urgency in making a decision because the East Main Street streetscape was coming to an end and signage needed to be put in place. Council Member Rhonda Thomas concluded that if a decision needed to be made at this time then she would have to abstain from voting. Train customer parking was discussed and the allotted time limit expired. Council Member Angie Arp made a motion to extend the time for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Mayor Donna Whitener stated that there needed to be some sections where there is extended parking. The Mayor, Council and Mr. Parsons discussed extended parking options. Council Member Angie Arp made a motion to change the current hourly parking ordinance from 2 hours to three hours from 10:00 a.m. – 4:00 p.m. where signage is placed on East Main Street and West Main Street. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

12) Streets:

Council Member Angie Arp made a motion to discuss the agenda topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp reviewed quotes received for Summit Street and State Street with the Council. Council Member Rhonda Thomas asked about requesting a quote for Davis Street. Mayor Donna Whitener mentioned the possibility of receiving assistance from Jim Sisson on Summit Street. Council Member Angie Arp suggested waiting and putting all roads in need of repair/maintenance out to bid. The allotted time limit expired. Council Member Angie Arp made a motion to allow additional time for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas discussed sidewalks. The additional two minute time limit expired. Council Member Rodney

City of Blue Ridge

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Kendall made a motion for additional time. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Discussion about streets and sidewalks continued until the additional two minute time limit expired. Council Member Angie Arp made a motion to add additional time to the discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. The Council discussed the need for stripping and Council Member Angie Arp mentioned working with County Commissioner Stan Helton on the street improvements. Council Member Rhonda Thomas made a motion to allow Roy Parsons to obtain bids on roads that the Council approves for paving, but then revised her motion to allow Mr. Parsons to obtain bids on roads that he believes are in need of paving. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

13) Park/Pool Purchases- Two Additional Cameras for the Pool:

The Mayor and Council were provided a quote from Britton Quintrell for two additional cameras for the city pool in the amount of \$541.91 (attached). Council Member Rodney Kendall made a motion to approve the purchase. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

14) Welch, Walker & Associates, PC, CPAs Invoice No. A17008:

The Mayor and Council were presented with invoice no. A17008 (attached) from Welch, Walker & Associates, PC, CPAs in the amount of \$11,000.00. The invoice is for completing the City's FY2016 Audit. Council Member Rhonda Thomas made a motion to approve payment of the invoice. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

15) Cesar Martinez- The Blue Ridge Business Association Update, Streetscape and Parking:

Cesar Martinez gave his opinions on the parking in Blue Ridge. Council Member Angie Arp made a motion to allow herself to respond to Mr. Martinez. Motion died due to a lack of a second. Mr. Martinez continued to discuss parking and the Fourth of July events in Blue Ridge. After Mr. Martinez was finished, Council Member Angie Arp asked if she could get approval to speak. After brief discussion of the Council, the meeting proceeded and the Council moved to the next agenda item.

16) Bill Ryan- Storm Water Drainage:

Bill Ryan spoke about the storm water drainage near his business on West Main Street.

17) Gene Holcomb- Parking (2 Minutes):

Gene Holcomb spoke about the parking in Blue Ridge.

18) Council Member Angie Arp-Parking (2 Minutes):

Council Member Angie Arp made a motion to allow herself to speak about parking. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

City of Blue Ridge

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Council Member Angie Arp spoke about parking and the East Main Street project and explained why she voted on behalf of the 3 hour parking limit. Council Member Rhonda Thomas stated that she had a parking announcement that she would be able to announce in 1-2 months. Member of the audience spoke.

19) Executive Session-Personnel:

Council Member Rodney Kendall made a motion to close the meeting for an executive session to discuss personnel. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting back up from an 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 raise the returning lifeguards, Cassidy Payne, Kyndall Ledford, Destiny Watkins and Dylan Weigle to head lifeguards at \$10.00 per hour. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to raise the pay of Mark Patterson and Brad Hawkins, employees at the Water Treatment Plant up to \$16.00 per hour. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to hire Denny Cook to fill a position at the Water Treatment Plant and to fill in for the Distribution Crew at \$16.00 per hour. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion to hire Joshua Cline and Liam Johnston as entry level lifeguards. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

20) Adjournment:

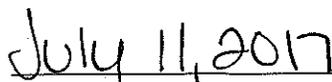
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Meeting adjourned.



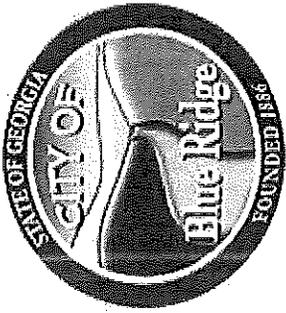
Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

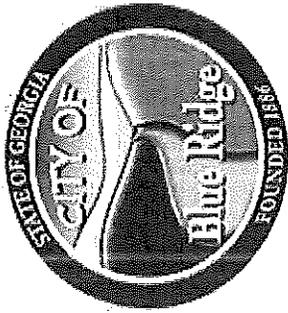


Blue Ridge, Georgia Live. Work. Play.

BUDGET AMENDMENT #2 FOR THE YEAR ENDING DECEMBER 31, 2016

ADOPTED AT COUNCIL MEETING
<i>K. K. K. K.</i>
CITY CLERK
<i>6/13/17</i>
DATE

GENERAL FUND	DEPARTMENT/ACCOUNT DESCRIPTION	BUDGET	AMENDMENT	ADJUSTED BUDGET	
100-31-0000-3100	TAX REV SALES TAX	(630,000)	\$ (40,000)	(670,000)	
100-31-0000-4200	TAX REV BEVERAGE TAX	(262,000)	(65,000)	(327,000)	
100-32-0000-1130	LIC REV LIQUOR LICENSE FEE	(15,000)	(25,000)	(40,000)	
100-33-0000-1000	REVENUE FEDERAL GOVERNMENT GRANT	-	(20,000)	(20,000)	FEMA & USDA Skidsteer grants
100-39-0000-2000	OTHER FIN SALE OF CAPITAL ASSETS	-	(15,000)	(15,000)	trade in on truck purchase for water dept.
100-51-1500-2100	GEN ADM GROUP INSURANCE	35,995	10,000	45,995	
100-52-1500-1201	GEN ADM LEGAL	45,000	22,500	67,500	
100-52-1500-1205	GEN ADM LEGAL- LAWSUITS	-	45,000	45,000	
100-53-3200-1270	POLICE GASOLINE	30,400	(14,500)	15,900	
100-58-3200-1000	POLICE DEBT SERVICE	35,820	6,000	41,820	lease prmt for tag reader
100-51-4200-1100	STREET SALARIES & WAGES	101,067	(10,000)	91,067	
100-51-4200-2100	STREET GROUP INSURANCE	44,193	(10,000)	34,193	
100-53-6124-1210	REC FAC WATER & SEWER	8,000	15,000	23,000	due to leaks at pool
100-53-6124-2201	REC FAC MAINT BLDG & GROUNDS	6,050	12,000	18,050	
100-53-6220-2201	PARK AREA MAINT BLDG & GROUNDS	4,000	40,000	44,000	park landscaping
100-54-6220-1001	PARK AREA CAPITAL OUTLAY EQUIPMENT	-	18,000	18,000	small park playground
100-54-6220-1200	PARK AREA CAPITAL OUTLAY IMPROVEMEN	-	113,000	113,000	park playground & fencing
100-52-7400-1201	ZONING LEGAL	10,500	12,000	22,500	
100-53-7550-1210	DWN TWN WATER & SEWER	5,000	12,000	17,000	
100-54-7550-1300	DWN TWN CAPITAL OUTLAY BUILDINGS	-	8,000	8,000	insulation in Depot
100-57-1100-9000	OTHER FIN CONTINGENCIES	12,000	(12,000)	-	
100-61-0000-1275	OTHER FIN TRANSFER IN- HOTEL MOTEL	-	(102,000)	(102,000)	transfer for park playground
		\$	-	-	



Blue Ridge, Georgia Live. Work. Play.

BUDGET AMENDMENT #2 FOR THE YEAR ENDING DECEMBER 31, 2016

ADOPTED AT COUNCIL MEETING	
CITY CLERK	6/13/17
DATE	

<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
HOTEL MOTEL FUND			
275-31-0000-4100 REVENUE HOTEL/MOTEL TAXES	(125,000)	\$ (38,000)	(163,000)
275-52-7550-3310 EXPENDITURE RESTRICTED- MARKETING	29,000	38,000	67,000
275-57-7550-9010 OTHER FIN (ADDITION)USE OF FUND BALAN	75,000	(102,000)	(27,000)
275-61-7550-1100 OTHER FIN TRANSFER OUT- GEN FUND	-	102,000	102,000
	\$ -	-	-
MULTIPLE GRANT FUND			
340-52-7565-1100 EXPENDITURE PROJECT ADMINISTRATION	-	\$ 1,200	1,200
340-39-0000-1200 OTHER FIN TRANSFER IN- GEN FUND	-	(1,200)	(1,200)
	\$ -	-	-

pmts to Chamber per contract

transfer for park playground

ARC application

WORK DETAIL AGREEMENT
Governmental Entity Provides Vehicle

THIS AGREEMENT is entered into this 1st day of July, 2017, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and City of Blue Ridge, a department, agency or political subdivision of the State of Georgia ("Governmental Entity"),

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center, a sub-unit of Lee Arrendale State Prison facility (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2017 until 11:59 p.m. on June 30, 2018 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. Department agrees to provide Governmental Entity with one (1) Offender work detail(s). Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.
3. Prohibited Contact And Dealings With Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an Offender.
 - B. Governmental Entity will take all reasonable steps to ensure that the Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will

take all reasonable steps to ensure that the Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.

D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Work Details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.
5. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
6. Compensation. Governmental Entity agrees to pay Department the sum of Thirty Nine Thousand Five Hundred Dollars (\$39,500.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine

(collectively "Off Days"). For each day in excess of the Off Days that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty Nine Dollars and Ninety Cents (\$189.90). Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. If the detail does not go out because the Governmental Entity is not able to provide transportation, or at the request of the Governmental Entity, the Governmental Entity is responsible for paying the full rate for that day. Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

7. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) calendar days written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: City of Blue Ridge
 Mayor
 480 West First Street
 Blue Ridge, GA 30513

If to Department: Jennifer Ammons
 General Counsel
 Georgia Department of Corrections
 State Office South, Gibson Hall, 3rd Floor
 P.O. Box 1529
 Forsyth, GA 31029

With a copy to: Colwell Probation Detention Center
 Superintendent
 189 Beasley Street
 Blairsville, GA 30512

9. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participate in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
10. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless

the same is reduced to writing and signed by the parties hereto.

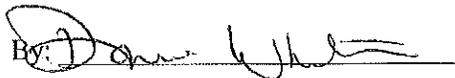
11. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

GOVERNMENTAL ENTITY:

By: 

Print Name: Donna White

Title: 6-13-12

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Task Release

THIS 13 day of June 2017, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:

Downtown West Water Main Upgrades, Phase II

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

2. The Work:

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

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

2.2 Design Phase:

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

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

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

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

2.3 Bid Phase:

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

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

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

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

2.4. Construction Phase:

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

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

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

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

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

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

3. The Engineer's Representations:

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

4. Contract Time:

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

5. Contract Price:

Task	Description	Fee Basis
A	Engineering Design Phase	\$ 7,500.00
B	Bid/Construction Phase	\$ 8,500.00
C	Permitting (Railroad)	\$ 2,000.00
TOTAL FEE		\$ 18,000.00

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 **EIGHTEEN THOUSAND AND 00/100 DOLLARS (\$ 18,000.00)** 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:

_____	_____
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>6-12</u> , 20 <u>17</u>

**CITY OF BLUE RIDGE PARKS & RECREATION DEPARTMENT
SWIM LESSONS AGREEMENT**

THIS AGREEMENT (the Agreement) is entered into as of the 12 day of June, 2017 (the Effective Date), between, the City of Blue Ridge through its agent the Parks & Recreation Department and Swim Instructor – Renee Mashburn.

Contact: Renee Mashburn	Address:
Phone: [REDACTED]	Email:

1. USE OF PROPERTY.

The City of Blue Ridge grants permission to Renee Mashburn – Swim Lessons Instructor, to use the portion of the City of Blue Ridge Parks & Recreation Department Swimming Pool facility to perform swim lessons at the city pool. It is hereby agreed on that all monies profited from the swim lessons will be split 50/50 between the City of Blue Ridge and Instructor Renee Mashburn.

Use of the leased space shall be for the days and times listed below and will include all set-up and clean-up time.

Begin Time: 9:30 a.m. End Time: 11:30 a.m.

Date(s): June 12, 14, 16, 19, 21, 23;
July 10, 12, 14, 17, 19, 21
August 7, 9, 11, 14, 16, 18

(A) BLUE RIDGE'S OBLIGATIONS

- i. **SERVICES PROVIDED (INDOOR).** Blue Ridge will provide heating/air conditioning (where applicable), overhead light within indoor facilities, normal room set-up and trash receptacle(s). Renee Mashburn is responsible for removal of all decorations, trash, etc.
- ii. **SERVICES PROVIDED (OUTDOOR).** Blue Ridge will provide outdoor space as is. Modifications will not be allowed. Any structures, fixtures, or amenities, either temporary or permanent, may not be removed or altered in any fashion.
- iii. **SERVICES PROVIDED (SPECIAL).** Because of the diversity of the facilities available from the Agency, special services may be provided within special use facilities. Refer specific questions to the facility manager at time of application involving special services.

(B) RENEE MASHBURN'S OBLIGATIONS

- i. **MINIMUM AGE REQUIREMENT.** _____ (INITIALS) I certify that I am 25 years of age or older.
- ii. **COMPLIANCE WITH LAWS AND REGULATIONS.** Renee Mashburn and her agents or employees will comply with all laws, ordinances and regulations adopted or established by

federal, state or local government agencies or bodies; and by all facility rules and regulations as provided by Blue Ridge.

- iii. **JANITORIAL DUTIES.** Renee Mashburn agrees to perform normal clean-up including but not limited to picking up trash, removal of trash from building, spot cleaning, sweeping, mopping and vacuuming where needed.
- iv. **AGREEMENT TO QUIT PREMISES.** Renee Mashburn agrees to quit leased space no later than the end of the term of this agreement and further agrees to leave leased space in condition equal to that at the commencement date of this lease, ordinary wear and use only accepted.
- v. **REMOVAL OF PROPERTY.** Renee Mashburn agrees that all materials pertinent to the event which are not the possession of Blue Ridge will be removed from the premises before the expiration date of this lease.
- vi. **PAYMENT OF DAMAGES.** As to damages to the premises due to the act or omission of Renee Mashburn, Renee Mashburn agrees to pay costs of repair or replacement of any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the leased spaced or other parts of the Blue Ridge's premises affected by the event to condition equal to that at the time this lease went into effect. Blue Ridge will provide detailed billing and accounting to Renee Mashburn when such restoration is completed.
- vii. **ADHERENCE TO POLICIES AND PROCEDURES.** Renee Mashburn agrees to adhere to all facility use guidelines as well as general facility operating policies and procedures.
- viii. **CATERING.** All catering must be performed by caterers who have a permit to perform business of this nature. Caterers who do not have a business permit will not be allowed to use the facility. It is the responsibility of Renee Mashburn to make arrangements only with a caterer who has a permit to do business of this nature.
- ix. **CERTIFICATIONS.** Renee Mashburn will renew and obtain current certifications from Red Cross in CPR and First Aid as soon as possible, and provide them to the City no later than the regularly scheduled Council meeting in July 2017.
- x. **ASSISTANTS.** Renee Mashburn certifies that she can properly supervise up to 8 students in a class. Should a class have more than 8 students, then for a class size from 8 to 16, Ms. Mashburn shall hire and pay for an assistant, and for a class size of 16 to 24, Ms. Mashburn shall hire and pay for two assistants. If Ms. Mashburn as an alternative uses aid from lifeguards hired by the City, then Ms. Mashburn will pay the salary of the lifeguard(s) for the time of the class.

(C) PROPERTY USE REGULATIONS

- i. **CONCESSIONS.** Blue Ridge reserves all concessions and concession rights including, but not limited to, food and beverage and parking privileges. Blue Ridge reserves unto itself the sole right to sell or dispense programs, periodicals, books, newspapers, soft drinks, flowers, candies, food, novelties, or any related merchandise in the Agency facility. No food or beverage items may be sold by Renee Mashburn, exhibitors, agents or patrons at any time without the express written consent of the Agency.

- ii. **ALCOHOLIC BEVERAGES.** In accordance with City of Blue Ridge Code Section 93.27, no person shall possess or use any alcoholic beverage, as defined in the laws of this state, in any park or recreational facility owned, operated or controlled by the City.
- iii. **RENEE MASHBURN'S RIGHT TO MOVE RENEE MASHBURN'S SPACE.** In permitting the use of the space hereinbefore mentioned, Blue Ridge retains the right to assign an alternate space for use by the Renee Mashburn. Renee Mashburn agrees that assignment of alternate space will be utilized only in cases where multi-day or total facility bookings are requested.
- iv. **BLUE RIDGE'S RIGHT OF ENTRY.** In permitting the use of the space hereinbefore mentioned, Blue Ridge does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of Blue Ridge may enter the premises to be used, and all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities and their contents, including the area which is the subject of this lease, and all parking areas, shall be at all times under the charge and control of Blue Ridge. Renee Mashburn may only enter the premise to be used during the rental times stated above unless Renee Mashburn has received consent from the Blue Ridge to enter the premise at a time differing from the lease agreement.

2. RENTAL AMOUNT & PAYMENT DUE

- (A) The term of this Agreement shall be from the Effective Date until **August 18, 2017**. All monies shall be split equally as agreed upon. Payment to Renee Mashburn will be made bi-weekly as payroll falls on Thursday.
-

3. TERMINATION

Either party may terminate this agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, Blue Ridge may terminate this agreement immediately, subject to the **OPPORTUNITY TO CURE** provisions contained in Section 4 below, upon the breach by Renee Mashburn of any provision of this agreement.

4. OPPORTUNITY TO CURE

If Renee Mashburn shall fail to pay any rental or other amounts payable under this agreement when due, or if Renee Mashburn should fail to perform any other of the covenants, terms or conditions of this agreement, prior to exercising any rights or remedies against Renee Mashburn on account thereof, Blue Ridge shall first provide Renee Mashburn with written notice of the failure and provide Renee Mashburn with a five (5) business day period to cure such failure. In the event that Renee Mashburn fails to cure the failure within such time period, this agreement shall automatically terminate.

5. INDEMNITY & HOLD HARMLESS

- (A) **INDEMNITY.** Renee Mashburn agrees to indemnify, defend and hold harmless the Blue Ridge against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or

otherwise, which may be now or hereafter incurred against Blue Ridge by reason of any suits, actions, claims, proceedings, judgments, or administrative ruling arising out of or in connection with the lease of the facilities of the City of Blue Ridge Recreation and Parks Agency.

(B) **WAIVER AND RELEASE.** Except as provided hereinafter, I/We agree to hold harmless and defend the City of Blue Ridge against any and all claims for damages, compensation, or otherwise on the part of me, my child(ren) or any other party for whom I am responsible, growing out of or resulting from injury to me, my child(ren) or any other party for whom I am responsible while participating in this program, and to reimburse or make good any loss or damage or costs that the City of Blue Ridge may have to pay if litigation arises from injury to me, my child(ren) or any other party for whom I am responsible, and I hereby waive any and all rights of exemption, both as real or personal property, to which I may be entitled under the laws of this or any other state as against claims for reimbursement or indemnity by the City of Blue Ridge. This waiver and release shall not apply to injury, death or other claims found by a court of competent jurisdiction to be due to the willful or wanton act of an agent of the City of Blue Ridge.

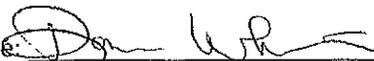
6. COMPLETE AGREEMENT

All terms and conditions of this written lease agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the lease agreement. Such written document must be incorporated by specific reference herein as part of this lease agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and dated the date and year first above written.

City of Blue Ridge

Renee Mashburn

Signature: 

Signature: _____

Print Name: Donna Whitener

Print Name: _____

Date: 6-12-17

Date: _____

Address: _____

City / State / ZIP: _____

Phone: _____

Britton Quintrell DBA Blu Surveillance

PO Box 645
McCaysville, Ga 30555
(706) 455-8061

Quote

Submitted on 6/13/17

Quote for City Council City of Blue Ridge Georgia 480 West First Street Blue Ridge, Ga 30513	Payable to Britton Quintrell	Invoice # 9286705A
	Project City Pool Surveillance (Additional Two Camera	Due date 6/13/2017

Description	Qty	Unit price	Total price
White Dome Camera 5.0 MP IP	2	\$214.99	\$429.98
Shipping	1	\$11.93	\$11.93
Labor	2	\$50.00	\$100.00
			\$0.00
			\$0.00

Notes: Please make all checks out to Britton Quintrell.
*The only amount due prior to install is equipment cost & shipping.

Subtotal \$541.91
Adjustments \$0.00

\$541.91

WELCH, WALKER & ASSOCIATES, PC, CPAs
540 North Main Street
Jasper, Georgia 30143
(706) 253-3700

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

Date 5/23/2017
Invoice No. A17008

Interim audit of financial statements for the year ended December 31, 2016	\$ 11,000.00
Current Amount Due This Invoice	<u>\$ 11,000.00</u>

Please remit payment to the name and address listed above.

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
June 16, 2017 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
Zoning Administrator Roy Parsons

Absent: Mayor Donna Whitener

1) Call Meeting to Order:

Council Member Bruce Pack make 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 Pro Tem Rodney Kendall announced that the Council Meeting Rules of Procedures was available at the Council desk.

4) Street Paving Quote Approval for State Street:

Council Member Angie Arp made a motion to discuss the agenda item. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After brief discussion, Council Member Angie Arp made a motion to approve the Johnson Paving quote in the amount of \$12,855.34 (attached) for the paving of State Street from Orchard Boulevard to Hill Street. The motion was seconded by Council Member Bruce Pack. Council Member Rhonda Thomas discussed street paving and repair. The Council voted 4-0 with Council Member Harold Herndon abstaining. Motion carried.

5) City Streets:

Council Member Angie Arp made a motion to discuss the agenda item. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Angie Arp clarified the motion from the June 13, 2017 Council Meeting. She stated that every road in the City that needed work would be included on the list that will be put out to bid by Mr. Parsons. She stated that this would be better than making the repairs separately. Council

City of Blue Ridge

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

Member Rhonda Thomas discussed the condition of Davis Street and mentioned having a list of roads that needed to be included. Council Member Rhonda Thomas requested that the repair of the rolling machine and backhoe be included in the FY2018 budget.

6) 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.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford

July 11, 2017

Approved





QUOTE NO
5469

QUOTE

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
7/6/2017	Blue Ridge/asphalt paving 2017	6/7/2017

DESCRIPTION	UNIT PRICE	EXTENDED
Overlay State Street from intersection of Orchard Blvd (not including intersection) and ending at concrete slab on left	0.00	0.00
Application of Tack Coat	0.20	209.20
Installation and Compaction of 1.5" F-Mix Asphalt (includes leveling as needed)	12.09	12,646.14

TOTAL QUOTED PRICE: 12,855.34

* means item is non-taxable

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



QUOTE

QUOTE NO
5469

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

VALID THRU	JOBSITE	DATE
7/6/2017	Blue Ridge/asphalt paving 2017	6/7/2017

The Following Notes Apply:

1. No erosion control costs are included.
2. No materials field testing costs are included.
3. No costs are included for the removal and replacement of any unsuitable or unstable soil materials if possibly encountered within the existing sub-grade area.
4. Johnson Paving, LLC assumes no responsibility for any possible settlement that may occur due to unsuitable or unstable subgrade or base material
5. No costs are included for any pavement edge or curb backfill and/or landscaping.
6. Final billing quantities will be calculated by the completed project measurements.
7. Asphaltic Concrete unit prices are as per current material quotation unit prices and are subject to possible change. Any possible increases would be due primarily to the continued volatility and the rising costs of asphalt bitumen and fuel used in the manufacture of all asphalt products.
8. All quantities quoted are based on averages. Asphalt thickness may vary throughout the project.

We propose to furnish all materials, labor and equipment in complete accordance with the above specifications and payment is to be made as invoiced. Please sign, date, and return within 30 days if the above bid is acceptable. We appreciate the opportunity to furnish this bid to you and look forward to a continued business relationship.

Yours truly,

JOHNSON PAVING, LLC

Earl W. Johnson

Orchard Blvd. to Hill St.

DATE OF ACCEPTANCE

6/13/17

PRINTED NAME

Donna Whitener

AUTHORIZED SIGNATURE

Donna Whitener

Office: (706) 632-2255 • Fax: (706) 632-2256

Physical & Mailing Address: 302 Tom Boyd Road • Blue Ridge, GA 30513

City of Blue Ridge

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

City of Blue Ridge
Special Called Workshop Meeting Minutes
City Hall
480 West First Street
June 28, 2017 at 2:30 p.m.

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

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 Harold Herndon. 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) Council Meeting Rules of Procedures:
Mayor Pro Tem Rodney Kendall announced that the rules of procedures were available at the Council desk.
- 4) Board Appointments:
Council Member Angie Arp made a motion to appoint Thomas Kay to the Zoning Board of Appeals to fill an unexpired term ending June 14, 2020. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to appoint Brendan Doyle to the Zoning Board of Appeals for a four (4) year term. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- 5) City Streets and Parking:
Council Member Angie Arp made a motion to discuss the agenda item. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp stated that she wanted to specify the area of limited parking that will be included in the proposed ordinance. Council Member Angie Arp made a motion for the limited parking to be on East Main Street from Church Street to Mountain Street and on West Main Street from Depot Street to the last business (currently the Irish Pub). The motion was seconded

City of Blue Ridge

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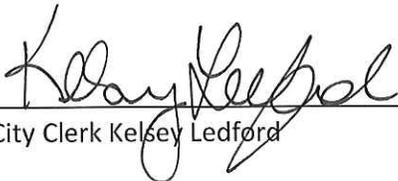
by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp proposed to the Council that the City lease a five (5) acre lot near the existing City free parking lot. Council Member Angie Arp explained that the lot was owned by Todd and Lisa Pack and had the possibility of providing one thousand seven hundred to two thousand (1,700 – 2,000) additional parking spaces. The Council discussed the flexibility of leasing five (5) acres and that they City would have to improve the lot but that they would not have to improve the entire five (5) acres. The Council discussed the limited parking. Council Member Angie Arp explained that she thought leasing this lot would be a good solution to the City's parking problem. It was determined that Council Member Bruce Pack would negotiate a price with the Packs. Council Member Angie Arp made a motion to proceed with negotiation and bring the subject to the next Council Meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. During this discussion Council Member Angie Arp made five (5) motions to allow additional time, Council Member Bruce Pack seconded four (4) of the motions and Council Member Harold Herndon seconded one (1) of the motions. The Council voted 4-0 each time and all motions carried.

6) Adjournment:

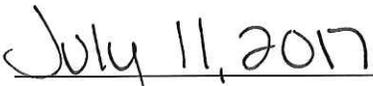
Council Member Bruce Pack made a motion to adjourn the meeting. The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Meeting adjourned.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford



Approved

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
July 11, 2017 at 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Rodney Kendall,
Bruce Pack and Rhonda Thomas
City Clerk Kelsey Ledford
Zoning Administrator Roy Parsons

Absent: Council Member Harold Herndon

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 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) Council Meeting Rules of Procedures:

Mayor Donna 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 April 11, 2017 Council Meeting Minutes (including Executive Session Minutes) with the corrections. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.
- b) Council Member Rodney Kendall made a motion to approve the June 13, 2017 Council Meeting Minutes (including Executive Session Minutes). The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.
- c) Council Member Rodney Kendall made a motion to approve the June 16, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.
- d) Council Member Rodney Kendall made a motion to approve the June 28, 2017 Special Called Workshop Meeting Minutes. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

City of Blue Ridge

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5) East Main Street, Street Paving Bid and Lease Property for Parking:

Council Member Angie Arp made a motion to discuss the agenda item. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Council Member Angie Arp stated she wanted to give an update on the street projects. She continued to state that since the East Main Street project was complete, she wanted to give a recap of the project and inform the public of what funds were used to pay for the project. She explained that the City awarded the bid to Colwell Construction and approved a contract amount of \$922,121.48. She explained that the scope of the work came in about \$35,000 under the contract price but that additional work was approved by the Council, making the total project cost around \$950,000. She continued to state that to date \$923,119.18 has been paid with \$864,685.43 paid from SPLOST funds and \$58,433.75 has been paid with water funds. She stated that the City did not borrow any money, obtain any grants or use the monies from the Marina sell to fund this project. Council Member Angie Arp continued to state that the Council has saved over the last three years to fund this project and now the Council has additional monies to fund some paving throughout the City. She stated that there was approx. \$275,000 in reserve between SPLOST and (unrestricted) Hotel/Motel funds with an additional \$250,000 between the two funds by the end of the year totaling \$525,000. She explained that with this total added to the \$400,000 from the Marina sell, the Council will have approx. \$850,000 to put towards the streets and other needed projects. Council Member Angie Arp continued to explain that the Council voted to take bids on the various street repairs throughout the City and advertised the request for bids, Mr. Parsons has met with the two contractors and that the two contractors have requested an additional two (2) weeks to submit their bids. She explained that once the bids are received that the Council will choose which bid to accept and hopefully begin the paving project by August or September. Council Member Angie Arp continued to give an update on the "Pack" property that the City may lease for additional parking. She stated that the Packs have agreed to lease the property 5-10 years to the City for \$2,000.00 per month. She explained that the property is six (6) acres but that one (1) acre contained a wet spring and may not be used for parking. Council Member Rhonda Thomas spoke and stated that Mr. Pack was entertaining the idea of selling the property to another party, and that they City may end up spending more money than desired for preparing the property for parking. The time limited expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas explained that the City needed to do some due diligence and get engineered plans of the lot and also make sure that the City can fund the project. The time limit expired while Mayor Donna Whitener was commenting on the agenda item. Council Member Angie Arp made a motion to allow an additional five (5) minutes for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Mayor Donna Whitener discussed the planning process that is involved with such a project as this. The Mayor and Council continued to discuss due diligence. Council Member Angie Arp mentioned that the additional parking will be beneficial to all parties involved downtown and suggested that all the financial burden should not be on the City's taxpayers. Council Member Rhonda

City of Blue Ridge

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Thomas made a motion for the City to proceed with a due diligence investigation regarding the Lisa and Todd Pack property on East Main Street for development to allow public parking and with the investigation to have a maximum time period of six (6) weeks, and to include but not be limited to the determination of the area of the property that could be used for parking, the cost of development of the property for parking including grading and gravel, ingress and egress out of the property, and other relevant considerations. If the results of the investigation are favorable, then the City Council would vote to proceed forward with entering into a lease with the property owner upon such terms as are mutually agreeable. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

6) Burn Permit Ordinance Amendment (Second Reading and Adoption):

The Mayor and Council were presented the Burn Permit Ordinance Amendment for its second reading and adoption (attached). Mayor Whitener read the first paragraph of the ordinance amendment. Council Member Rodney Kendall made a motion to accept the second reading of the ordinance and to adopt the ordinance amendment. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

7) Parking Ordinance Amendment (First Reading):

The Mayor and Council were presented the Parking Ordinance Amendment for its first reading (attached). Mayor Whitener read the first paragraph of the ordinance amendment. Council Member Rodney Kendall made a motion to table the acceptance of the first reading. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

8) The Fannin County and Join Cities Service Delivery Strategy Agreement, Service Area Map and Code Enforcement Revision:

The Mayor and Council were presented with the Service Delivery Strategy information and were asked if they wanted to suggest any revisions. Council Member Rodney Kendall made a motion to table the topic until the next meeting. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

9) GEFA DWSRF 16-007 Modification of Promissory Note and Loan Agreement:

Mayor Donna Whitener explained that the Council approved the original GEFA DWSRF 16-007 Loan Agreement (June 14, 2016) and that the City needed to file an extension for this project. She explained that because an extension is being filed GEFA is requiring that the Loan Agreement paperwork be updated. Council Member Rhonda Thomas made a motion to approve the GEFA DWSRF 16-007 Modification of Promissory Note and Loan Agreement (attached). The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

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10) GEFA DWSRF 16-007 Modification of Promissory Note and Loan Resolution (First Reading and Adoption):

Mayor Donna Whitener read the resolution (attached) aloud to the Council. Council Member Rodney Kendall made a motion to approve the first reading and adoption of GEFA DWSRF 16-007 Modification of Promissory Note and Loan Resolution. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

11) Bank of the Ozarks Account Closure:

Mayor Donna Whitener explained that Finance Director Alicia Stewart needed the Council's approval to close the Bank of the Ozarks Water and Sewer Customer Account. Mayor Donna Whitener explained that the account allowed the mutual customers of the City and bank to pay their bill at the bank. However, the bank began charging fees for having the account open, therefore Mrs. Stewart was requesting that the account be closed. Council Member Rodney Kendall made a motion to close the account as requested. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

12) City Election:

Mayor Donna Whitener announced agenda item number twelve (12), City Election and turned to Council Member Angie Arp for discussion of said item since Council Member Angie Arp added the item to the agenda. Council Member Angie Arp stated, "I thought there was something about the officers on this and I was going to add it to it but". Mayor Donna Whitener and Council Member Rodney Kendall stated simultaneously, "they asked to remove it"; Council Member Rodney Kendall continued to state, "So they could go to class, so that if they had any questions". Mayor Donna Whitener interrupted stating, "There's some information that was wrong that they had gotten and they wanted to bring it all back so that it would be correct". Council Member Angie Arp stated, "Okay, well I need to get the Council to approve something that we've, the Council's appointed employees to handle the upcoming City election. They have been working on it for months, on getting the voter's list updated. They've sent the list to the Fannin County election board, but the City Council has got to proceed, for the County board of election to proceed according to state laws. We have to give them approval, so I'm going to make a motion that we authorize the City election staff and the City attorney to take any action necessary in order to correct the list of registered voters and qualifying voters of the City and have removed from the list voters that have died, moved from the City or otherwise legally not qualified to be a voter in the City elections including but not limited to bringing elector challenges in the name of the City Council as City electors before the Fannin County board of registrar and in order to have a list of voters be as correct as possible". Mayor Donna Whitener questioned, "Okay, that's a motion". Council Member Angie Arp stated, "Uh, huh". Council Member Rodney Kendall and Council Member Rhonda Thomas both simultaneously seconded the motion, Council Member Rhonda Thomas nonverbally motioned to allow Council Member Rodney Kendall to second. The Council voted 4-0. Motion carried.

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13) Backhoe Purchase:

Mayor Donna Whitener discussed the need for some equipment for the crews such as a backhoe. She asked the Council if they would like her to proceed seeking grant funding for the backhoe. Council Member Rhonda Thomas mentioned that she met with the crews and discussed what needs they had. Council Member Angie Arp asked to seek out financing through GMA for the remainder of the purchase that the grant funds do not pay for.

14) Streets:

Council Member Rhonda Thomas discussed the condition of Davis Street and the need for work to be done on this particular street. The Mayor and Council discussed sidewalks to be incorporated in the area, patch work and paving of the street and the possibility of widening the street. It was mentioned that engineer plans and survey work would need to be obtained in order to prepare a bid package for this project. Council Member Rodney Kendall discussed complains that he has received about the visibility at the intersection of Ada Street and Davis Street. Council Member Rhonda Thomas made a motion to proceed with getting engineered plans for the Ada Street / Davis Street intersection as well as the entire Davis Street area, including if need be surveys, etc. in order to prepare a bid package. The motion did not receive a second. Motion died for a lack of a second.

15) Fortiline P.O. No. 27896 (Emergency Purchase of Hydrant Locks):

The Mayor and Council were presented with a copy of P.O. No. 27896 to Fortiline for the purchase of hydrant locks. Mayor Donna Whitener explained that this item has been a topic at a few meetings and gave an update in regards to the City being unable to return the locks. Council Member Rodney Kendall made a motion to approve the purchase order. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

16) MatchPoint Estimate No. 193:

Council Member Rodney Kendall explained that the Water Department purchased this equipment at the beginning of the year but since then the equipment has went missing. Therefore, the City would need to purchase the equipment for a second time. After brief discussion, Council Member Rhonda Thomas made a motion to table until the Council could get additional information about the equipment and the situation. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

17) Carter & Sloope Invoice No. 22062 (Trackside Lane Sewage PS—TR3):

The Mayor and Council were presented a copy of Invoice No. 22062 from Carter & Sloope in the amount of \$8, 540.00 (attached). Council Member Rhonda Thomas made a motion to approve Invoice No. 22062. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

City of Blue Ridge

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18) Carter & Sloope Invoice No. 22064 (WWTF Improvements, Temperature & Metals):

The Mayor and Council were presented a copy of Invoice No. 22064 from Carter & Sloope in the amount of \$12,280.55 (attached). Council Member Rodney Kendall made a motion to approve Invoice No. 22064. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

19) Carter & Sloope Invoice No. 22056 (Downtown Improvements, East Main Street—TR 2):

The Mayor and Council were presented a copy of Invoice No. 22056 from Carter & Sloope in the amount of \$17,782.50 (attached). Council Member Rhonda Thomas made a motion to approve Invoice No. 22056. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

20) Carter & Sloope Invoice No. 22066 (General Consulting II):

The Mayor and Council were presented a copy of Invoice No. 22066 from Carter & Sloope in the amount of \$3,842.50 (attached). Council Member Rhonda Thomas made a motion to approve Invoice No. 22066. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

21) Harris Computer Systems Invoice No. LGMN00000003755 (Annual SmartFusion Maintenance):

The Mayor and Council were presented a copy of Invoice No. LGMN00000003755 from Harris Computer Systems in the amount of \$27,006.36 (attached). Council Member Rodney Kendall made a motion to approve Invoice No. LGMN00000003755. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

22) MR Systems Quote for SCADA System Service and Maintenance:

The Mayor and Council were presented with a list for service plans for MR Systems in regards to the SCADA system and the Water Treatment Plant (attached). Mayor Donna Whitener explained that Plant Supervisor Tim Hawkins has requested that the Council approve the Bronze service plan. Council Member Rodney Kendall made a motion to approve the monthly Bronze service plan with MR Systems. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

23) Engineered Restorations Quote for Water Treatment Plant Basin Leak Repair:

The Mayor and Council were presented a proposal from Engineered Restorations in the total amount of \$7,205.00 (attached) for the Water Treatment Plant basin leak repair. The Mayor and Council discussed the quote briefly. Council Member Rodney Kendall made a motion to approve work item 1 and 2 on the quote and work item 3 if necessary. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

City of Blue Ridge

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24) Cope Pool Builders Invoice No. 034074:

The Mayor and Council were presented with Invoice No. 034074 from Cope Pool Builders in the amount of \$3,932.31 (attached). Council Member Rhonda Thomas made a motion to approve Invoice No. 034074. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

25) Mason Tractor Co. Invoice No. 286473 and 286703:

Council Member Rodney Kendall made a motion to approve the invoices from Mason Tractor Co. in the total amount of \$5,313.94 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. The Mayor and Council discussed trading the backhoe once repairs are made.

26) Noise Ordinance:

Council Member Rhonda Thomas discussed complaints that she received over the July 4th holiday weekend.

27) Parking:

Mayor Donna Whitener discussed parking and explained that the City had a parking problem but mentioned that it was a good problem to have. She discussed points/solutions that were mentioned at a meeting that she and Council Member Rhonda Thomas held the previous week. The Council discussed not placing the three (3) hour parking limit signs until the ordinance was adopted. She also discussed parking in general and a proposed solution that Mr. Steve Bradfield will discuss later on in the meeting. Council Member Angie Arp made a motion to allow additional time for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Council Member Angie Arp discussed 20/20 parking information that was provided by Bo Chance. Council Member Rhonda Thomas suggested getting a lease to purchase lease for the Pack property that was discussed earlier in the meeting.

28) Cesar Martinez—The Blue Ridge Business Association Update, Parade Update, Parking:

Cesar Martinez suggested that the Council create a comprehensive plan for parking and bring it to the community. He also suggested that signs with times be added to the loading zone parking spaces downtown. Mr. Martinez gave an update on the Blue Ridge Business Association and requested that the City replace some lights for Light Up Blue Ridge. Mayor Donna Whitener asked that Mr. Martinez provide the City with information at the next Council Meeting.

29) Gene Holcombe—Parking:

Gene Holcombe discussed the parking situation in Blue Ridge. He explained that parking was not the only issue at hand but also mobility and wayfinding. He suggested that the Mayor and Council seek business owner, citizen and professional feedback for solutions on the parking situation and form a mater parking plan for Blue Ridge. Mr. Holcombe began giving the Mayor

City of Blue Ridge

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and Council his recommendations but his allotted time limit expired. He mentioned emailing the Mayor and Council his full letter of recommendation.

30) Bill Ryan—Drainage, Water & Sewer on West Main Street:

Bill Ryan discussed the possibility of larger developments being placed on West Main Street near his business and asked if the City had adequate water and sewer for the developments. He questioned what fire requirements the developments would be required to adhere to. He also mentioned the topics of streetscape and impact fees. He also discussed the issue of parking always being an issue in Blue Ridge.

31) Patrick Crain—Noise Ordinance:

Patrick Crain was present to address his concerns with the noise at the Drive-In.

32) Matt Williams (Blue Ridge Scenic Railroad)—Parking:

Matt Williams made the comment that he was in agreement with the direction that the Mayor and Council were going in with the parking situation.

33) Steve Bradfield (Structured Parking Solutions)—Parking:

Steve Bradfield proposed a parking solution to the Mayor and Council in the form of a parking deck. During his proposal his allotted time limit expired. Council Member Angie Arp made a motion to allow him an additional two (2) minutes to speak. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

34) Executive Session—Personnel:

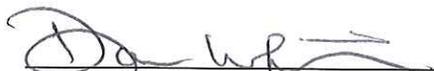
Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing personnel. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting following an executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to give Police Officer Alex Deyton a \$0.50/hour raise effective April 22, 2017. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to move Michael Buchanan to full-time status and to allow him one (1) month to obtain his pool certification. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

35) Adjournment:

Council Member Rodney Kendall made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



FIRST READING: June 13, 2017

PASSED: July 11, 2017

AN ORDINANCE NO. 2017-07-11

AN ORDINANCE TO AMEND THE CODE OF BLUE RIDGE TO REGULATE OPEN BURNING WITHIN THE CITY LIMITS OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE FOR DEFINITIONS; TO PROHIBIT OPEN BURNING WITHIN THE CITY LIMITS WITHOUT OBTAINING A BURN PERMIT FROM THE GEORGIA FORESTRY COMMISSION; TO PROVIDE THAT ANY PERSON ENGAGED IN OPEN BURNING WITHIN THE CITY LIMITS OF THE CITY OF BLUE RIDGE, GEORGIA, SHALL DISPLAY UPON REQUEST TO ANY CERTIFIED LAW ENFORCEMENT OFFICER OR CERTIFIED FIREMAN, OR BOTH, THE BURN PERMIT ISSUED BY THE GEORGIA FORESTRY COMMISSION; TO PROVIDE FOR PENALTIES FOR THE VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY OF PROVISIONS; TO REPEAL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia, pursuant to its City Charter, as amended, general law, and Georgia Administrative Code Section 391-3-1-.02(5), is authorized to regulate open burning within the City limits of the City of Blue Ridge, Georgia;

WHEREAS, the City Council finds that it is appropriate that the City allow open burning within the City limits of the City of Blue Ridge, Georgia upon condition that the person performing the act of open burning secures a burn permit from the Georgia Forestry Commission, and complies with the terms and conditions of this ordinance;

WHEREAS, the City Council finds that it is in the interest of the safety and welfare of the City that any duly certified law enforcement officer, or certified fireman, or both, can request to see and review the burn permit of any person conducting open burning within the City limits of the City of Blue Ridge, Georgia;

NOW, THEREFORE, BE IT ORDAINED and it is so ordained by the above-referenced authority, as follows:

SECTION 1. AMENDMENT TO THE CODE OF THE CITY OF BLUE RIDGE, BEING SECTIONS 92.02, 92.03, AND 92.99, AND WHICH ARE STRICKEN IN THEIR ENTIRETY, AND THE FOLLOWING SHALL BE SUBSTITUTED IN LIEU THEREOF.

The Code of the City of Blue Ridge is hereby amended by striking in their entirety Sections 92.02, 92.03 and 92.99, and substituting in lieu thereof the following new sections which shall read as follows:

SECTION 92.02 BURN PERMIT ORDINANCE.

The title of this ordinance shall be designated at the "Burn Permit Ordinance" of the City of Blue Ridge, Georgia.

SECTION 92.03 DEFINITIONS.

Unless a different meaning is required by the context, the following terms as used in this ordinance shall have the meaning hereinafter respectively ascribed, except that to the extent terms are not defined in this ordinance the Georgia Air Quality Act's definitions control; and provided, that definitions within any subsequent State of Georgia rule, or subdivision thereof, which are expressly made applicable to the rule or subdivision within which they appear, shall apply for purposes of such specific rule or subdivision thereof; and provided the definitions appearing in Federal regulations adopted by reference shall control in the application of the related Federal regulations to which they apply under the Federal Act; and provided further, that in officially designated non-attainment areas the definitions contained in 40 CFR 51.165(a)(1)(i) through (xix) shall apply. 40 CFR 51.165(a)(1)(i) through (xix), as amended, is hereby incorporated and adopted by reference.

- (a) **“Acquired structure burn”** is the burning of a house, building or structure for the exclusive purpose of providing training to fire-fighting personnel or arson investigators.
- (b) **“Act”** means Part I of Chapter 9 of Title 12 of the Official Code of Georgia Annotated (O.C.G.A. Section 12-9-1, et seq.) **“The Georgia Air Quality Act.”**
- (c) **“CRR”** means the **“Code of Federal Regulations.”**
- (d) **“Conditions beyond control of”** shall mean only those conditions which, though ordinary diligence be employed, remain unforeseeable, or unpredictable, such as, strikes, walkouts, or other industrial disturbances, acts of God, civil disturbances, embargos, or other causes of like character provided, however, that this term shall not include conditions solely because they are dependent upon contingencies, that is, conditions such as but not limited to, the variable cost or availability of maintenance, equipment, labor, raw materials, fuel or energy.
- (e) **“Day”** means a 24-hour period beginning at midnight or such other 24-hour period as agreed by the Director.
- (f) **“Department”** means the Department of Natural Resources of the State of Georgia.
- (g) **“Director”** means the Director of the Environmental Protection Division of the Department of Natural Resources, State of Georgia.
- (h) **“EPA”** means the United States Environmental Protection Agency.
- (i) **“Opacity”** means the degree to which emissions reduce the transmission of light and obscure the view of an object in the background and is expressed in terms of percent opacity. As used in this ordinance, the measurement of percent opacity does not include the measurement of the obscuration of view due to uncombined water

droplets. Any determination of the percent opacity shall be made by the arithmetic average of six minutes of data. With respect to the determination of percent opacity, the six minute average shall be based on either an average of 24 or more opacity data points equally spaced over a six minute period or an integrated average of continuous opacity data over a six minute period. The six minute period for continuous opacity monitors shall be considered to be any one of ten equal parts of a one hour period commencing on the hour. Any visual observation or determination of opacity taken for the purpose of determining compliance with any requirement of this ordinance shall be made by personnel certified according to procedures established for such certification by the Division or by EPA to make such observation or determination.

- (j) **“Open-burning”** means any outdoor fire from which the products of combustion are emitted directly into the open air without passing through a stack, chimney or duct.
- (k) **“Prescribed burning”** means the controlled application to fire to existing vegetative fuels under specified environmental conditions and following appropriate precautionary measures, which causes the fire to be confined to a predetermined area and accomplishes one or more planned land management objectives as specified in paragraphs of O.C.G.A. Sections 12-6-146(3), (4), and (7) of the Georgia Prescribed Burning Act or to mitigate catastrophic wildfires. Burning to facilitate land use changes (such as a change from forest land to residential, commercial, or industrial development or a different agricultural use) is not considered prescribed burning, and should therefore be considered a land-clearing operation subject to the provisions of subparagraph 391-3-1(5)(a)11 of the Georgia Administrative Code. (Note: This

definition includes what was previously defined as prescribed burning and as slash burning.)

- (l) **“Smoke”** means small gas-borne particles resulting from incomplete combustion, consisting predominately of carbon, ash and other combustible materials, that form a visible plume.
- (m) **“Source” or “facility”** means any property, source, facility, building, structure, location, or installation at, from, or by reason of which emissions or air contaminants are or may reasonably be expected to be emitted into the atmosphere. Such terms included both real and personal property, stationary and mobile sources or facilities, and direct and indirect sources or facilities, without regard to ownership, and both public or private property. An “indirect” source or facility is a source or facility which attracts or tends to attract activity that results in emissions of any air pollutant for which there is an ambient air standard.
- (n) **“Standard conditions”** means a temperature of 20°C (68°F) and pressure of 760 millimeters of mercury (29.92 inches of mercury).
- (o) **“Visible emissions”** means any emission which is capable of being perceived visually.

SECTION 92.04 BURN PERMIT REQUIRED.

- (A) Except as hereinafter provided in subsection (B) of this section, no person shall conduct open burning within the City limits of the City of Blue Ridge, Georgia. During the existence of an air pollution alert, or a no burn ban, or both, as may be determined by the Department, the Division, or the Georgia Forestry Commission, or

any combination thereof, all exceptions are void and no open burning shall be conducted.

(B) Upon receipt of a burn permit from the Georgia Forestry Commission, a person may cause, suffer, allow, or permit open burning within the City limits of the City of Blue Ridge, Georgia, as to the following materials or activities, or both, but subject to the terms and conditions of the burn permit issued by the Georgia Forestry Commission, and the terms and conditions of this ordinance as provided herein:

1. Reduction of leaves on the premises on which they fall by the person in control of the premises, unless prohibited by City ordinance and/or State regulation.
2. Carrying out recognized agricultural procedures necessary for production or harvesting of crops.
3. The "prescribed burning" of any land by the owners or the owner's designee.
4. For recreational purposes or cooking food for immediate human consumption.
5. Fires set for purposes of training fire-fighting personnel when authorized by the City and other appropriate governmental entities.
6. Acquired structure burns provided that an Authorization to Burn certificate has been issued by the Division.
7. Disposal of vegetative debris from storm damage.
8. For weed abatement, disease, and pest prevention.
9. Operation of devices using open flames such as tar kettles, blow torches, welding torches, portable heaters and other flame-making equipment.
10. Open burning for the purpose of land clearing or construction or right-of-way

maintenance provided the following conditions are met:

- a. Prevailing winds at the time of the burning are away from the major portion of the area's population;
- b. The location of the burning is at least 1,000 feet from any occupied structure, or less distance if approved by the Division;
- c. The amount of dirt on or in the material being burned is minimized;
- d. Heavy oils, asphaltic materials, items containing natural or synthetic rubber, or any materials other than plant growth are not being burned; and
- e. No more than one pile 60 feet by 60 feet, or equivalent, is being burned within a 9-acre area at one time.

11. Disposal of all packaging materials previously containing explosives, in accordance with U.S. Department of Labor Safety Regulations.

12. Open burning of vegetative material for the purpose of land clearing using an air curtain destructor provided the following conditions are met:

- a. Authorization for such open burning is received from the fire department, if required, having local jurisdiction over the open burning location prior to initiation to any open burning at such location;
- b. The location of the air curtain destructor is at least 300 feet from any occupied structure or public road. Air curtain destructors used solely for utility line clearing or road clearing may be located at a lesser distance upon approval by the Division;

- c. No more than one air curtain destructor is operated within a ten (10) acre area at one time or there must be at least 1000 feet between any two air curtain destructors;
- d. Only wood waste consisting of trees, logs, large brush and stumps which are relatively free of soil are burned in the air curtain destructor;
- e. Tires or other rubber products, plastics, heavy oils or asphaltic based or impregnated materials are not used to start or maintain the operation of the air curtain destructor;
- f. The air curtain destructor is constructed, installed and operated in a manner consistent with good air pollution control practice for minimizing emissions of fly ash and smoke;
- g. The cleaning out of the air curtain destructor pit is performed in a manner to prevent fugitive dust; and
- h. The air curtain destructor cannot be fired before 10:00 a.m. and the fire must be completely extinguished, using water or by covering with dirt, at least one hour before sunset.

13. Except for a reasonable period to get the fire started, no smoke the opacity of which is equal to or greater than 40 percent, shall be emitted from any source of open burning listed in subsection (B) above except as follows. Prescribed burning, slash burning, agricultural burning and acquired structure burning are not subject to the 40 percent opacity standard in this paragraph.

14. The Director may allow open burning prohibited under paragraph (B), upon a determination that such open burning is necessary to protect the public health,

safety or welfare of the people of the State of Georgia, or there are no reasonable alternatives to the open burning.

15. Prescribed burning conducted under subparagraph (B)3. is subject to authorization by the Georgia Forestry Commission to include burning restrictions during periods that are conducive to the formation of ozone. Federal facilities which conduct prescribed burning in accordance with subparagraph (B)3. that are not required to obtain authorization from the Georgia Forestry Commission for such burning shall institute measures to ensure that prescribed burning is not conducted during periods conducive to the formation of ozone.

SECTION 92.05 ENFORCEMENT.

These Code provisions may be enforced by any duly certified law enforcement officer or any certified fireman, authorized to act within the City limits of the City of Blue Ridge, Georgia, and who may issue citations for violation of these provisions regarding open burning. Any duly certified law enforcement officer, or duly certified fireman, or both, shall have the right to request that a person conducting an open burning within the City limits of the City of Blue Ridge, display and provide to said officials, the person's burn permit issued by the Georgia Forestry Commission, and the failure to display the burn permit or have a burn permit, or both, shall be a violation of this ordinance.

SECTION 92.06 PENALTIES.

Any person found by a court of competent jurisdiction, which shall include but is not limited to the Municipal Court of the City of Blue Ridge, to have violated this ordinance of the City of Blue Ridge, shall be subject up to the maximum fine or incarceration, or both, allowed by

the City Charter or by general Georgia law, and as determined by said Court. The Municipal Court of the City of Blue Ridge, by and through an administrative order or rule of the judge, may adopt an appropriate fine schedule for such ordinance violation as the judge deems appropriate, and which will allow violators to enter a plea and pay the fine and costs without the necessity of court appearance.

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

All parts of previously ordained 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, 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 should be declared invalid or unconstitutional, such invalidity shall not be construed to effect 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 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. **REPEAL OF PRIOR ORDINANCE.**

The prior burn permit ordinance, as amended, being Code Sections 92.02, 92.03 and 92.99, and adopted by the City Council of the City of Blue Ridge, Georgia are hereby repealed in

their entirety. Any other ordinance or a part of an ordinance in conflict with this ordinance, is hereby repealed to the extent of the conflict.

SECTION 5. **EFFECTIVE DATE.**

The effective date of this ordinance will be upon its passage by the City Council of the City of Blue Ridge, Georgia.

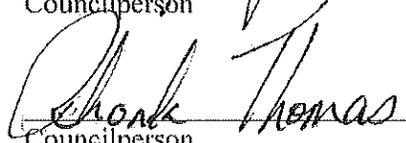
SO ORDAINED this 11 day of July, 2017.

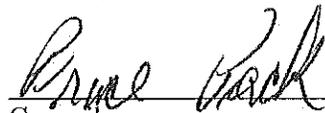
BLUE RIDGE CITY COUNCIL

By: 
Mayor


Councilperson

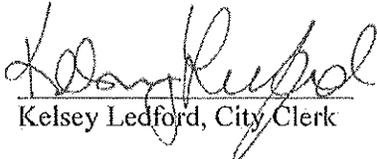

Councilperson


Councilperson


Councilperson


Councilperson

Attest:


Kelsey Ledford, City Clerk

FIRST READING: _____

PASSED: _____

AN ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PARKING SCHEDULES OF CHAPTER 72 OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE THAT CHAPTER 72 OF SAID CODE IS STRICKEN IN ITS ENTIRETY, AND A NEW CHAPTER 72 PROVIDING FOR RESTRICTED PARKING SHALL BE SUBSTITUTED IN LIEU THEREOF; TO PROVIDE FOR CERTAIN RESTRICTED PARKING UPON THE STREETS OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE PENALTIES FOR VIOLATION OF THE ORDINANCE; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution (1983), as amended, and pursuant to Section 1.12 (b) (15) of the City Charter, as amended, the City of Blue Ridge, Georgia, is authorized to regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the City;

WHEREAS, the City Council of the City of Blue Ridge, Georgia, finds that it is in the interest of the citizens of the City of Blue Ridge, Georgia, for the City to restrict parking upon certain streets of the City; and

NOW, THEREFORE, be it ordained by the City Council of the City of Blue Ridge, Georgia, and it is hereby ordained by the authority of the City Charter and the above-referenced authority as amended:

SECTION 1. **AMENDMENT TO THE CODE OF THE CITY OF BLUE RIDGE.**

This Ordinance shall amend the prior ordinances regarding restricted parking in the City of Blue Ridge, Georgia, and shall also amend the Code of Ordinances of the City of Blue Ridge, Georgia, known and designated as the "Code of Blue Ridge, Georgia." Although this ordinance amends the prior ordinance or ordinances regarding restricted parking within the City of Blue Ridge, Georgia, in order to facilitate public awareness of the provisions of the ordinances of the City of Blue Ridge, Georgia, the amendments of this ordinance shall be referenced to the arrangement of the Code of Ordinances.

SECTION 2.

AMENDMENT TO CHAPTER 72 OF THE CODE OF ORDINANCES.

The ordinances regarding restricted parking within the City of Blue Ridge, Georgia, and as designated and referenced as Chapter 72 of the Code of Ordinances, are hereby amended as well as the Code of Ordinances, by striking in their entirety Chapter 72, and substituting in lieu thereof a new Chapter 72 and which shall read as follows:

CHAPTER 72: PARKING SCHEDULES

Schedule

I. Restricted parking

SCHEDULE I. RESTRICTED PARKING.

(A) When appropriate signs giving notice thereof are erected, parking upon the following streets shall be limited to three hours, during the hours of 10:00 a.m. through 4:00 p.m., each day unless otherwise indicated:

- (1) East Main Street;
- (2) West Main Street.

The Public Works Department of the City of Blue Ridge, with input from the Police Department, shall be responsible for placing appropriate signage reflecting the restricted parking, and with that signage covering the distance from Church Street to Mountain Streets on East Main Street and the distance from the Depot to the last business on West Main Street. The determination of the placement and number of signs within this area is left to the discretion of the Public Works Director of the Public Works Department.

(B) No large trucks, trailers, or vehicles of similar size shall be parked on the following streets for a period of longer than three hours at a time, during the hours of 10:00 a.m. to 4:00 p.m. each day, and where signage indicates:

- (1) East Main Street;
- (2) West Main Street;

The Public Works Department of the City of Blue Ridge, with input from the Police Department, shall be responsible for placing appropriate signage reflecting the restricted parking, and with that signage covering the distance from Church Street to Mountain Streets on East Main Street and the distance from the Depot to the last business on West Main Street. The determination of the placement and number of signs within this area is left to the discretion of the Public Works Director of the Public Works Department.

(C) Parking of vehicles shall be prohibited on the east side of State Route 5 Business from milepost 3.75 (Carter Street) to milepost 3.80 (Messer Street), a distance of 0.05 miles. The above described roadway is designated as a "No Parking Zone."

(D) No vehicle shall be parked within 15 feet of any fire plug or intersection in the city. ('79 Code, § 11-101(2))

(E) Any person that shall plead guilty to a violation of the provisions of this chapter, without an appearance before the Municipal Court of the City of Blue Ridge, Georgia, or any other court of proper jurisdiction, shall pay a fine for the particular offense as set and provided by the current fine schedule which has been approved by the Municipal Court of the City of Blue Ridge, Georgia, or other court of appropriate jurisdiction. Any person having been found guilty of a violation of the provisions of this chapter by the Municipal Court of the City of Blue Ridge, Georgia, or any other court of proper jurisdiction shall be assessed a fine, penalty, or punishment up to the maximum fine, penalty, or punishment or any combination thereof, as provided by the Charter of the City of Blue Ridge, Georgia, as amended, or as provided by state law, and as determined to be appropriate in the discretion of the Judge of the Municipal Court of the City of Blue Ridge, Georgia or other court of proper jurisdiction.

SECTION 3. **REPEAL OF CONFLICTING ORDINANCES TO THE
EXTENT OF THE CONFLICT.**

All prior ordinances, or all parts of 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 any provision of 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 4. **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 affect 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, 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 5. **EFFECTIVE DATE.**

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

SO ORDAINED this _____ day of _____, 2017.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Attest:

Councilperson

Kelsey Ledford, City Clerk

RDS/jbp/2881/199988



Nathan Deal
Governor

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark
Executive Director

June 12, 2017

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

Re: City of Blue Ridge - DWSRF 16-007

Dear Mayor Whitener:

Enclosed are the modification documents for the Drinking Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the city of Blue Ridge. GEFA is pleased to provide you with the following materials:

1. Three copies of the Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower's Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this modification in a timely manner, please read the notes below and follow the instructions outlined therein.

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the modification. This date will be completed by GEFA at the time of execution of this modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER'S COUNSEL

Exhibit E is a letter that must be prepared by the borrower's counsel and submitted to GEFA on the counsel's letterhead. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 3 of the modification, the borrower's counsel must also sign where indicated that modification is "Approved as to form."

EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents, and any and all other documents. This resolution must be submitted along with the signed modification

documents. The same elected official authorized to sign the loan modification documents within the resolution must also sign the modification documents.

GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,

A handwritten signature in black ink, appearing to read "David Austin", with a long horizontal flourish extending to the right.

David Austin

Enclosures

cc: Matt Smith, Carter and Sloope Inc. (w/o enclosures)

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "Modification") dated _____, 20____, by and between **CITY OF BLUE RIDGE**, Georgia, a Georgia public body corporate and politic (the "Borrower"), and the Drinking Water State Revolving Fund Authority, a Georgia public body corporate and politic (the "Lender").

*DO NOT
DATE*

Statement of Facts

A. The Lender and the Borrower are parties to the Loan Agreement, dated **July 8, 2016**, as amended prior to the date hereof (the "Loan Agreement"); all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **June 14, 2016**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

2. Amendments of Loan Agreement. Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **DECEMBER 1, 2017**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$211,985** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments. Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties. To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification. The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF BLUE RIDGE

Approved as to form:

By: *R. David Syfan*
Borrower's Attorney

R. David Syfan
Blue Ridge City Attorney

Signature: *Dorinda Whitaker*

Print Name: Dorinda Whitaker

Title: Mayor

(SEAL)

Seal

Attest Signature: *Kelsey Testford*

Print Name: Kelsey Testford

Title: City Clerk

DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY

Signature: _____

Kevin Clark
Executive Director

(SEAL)

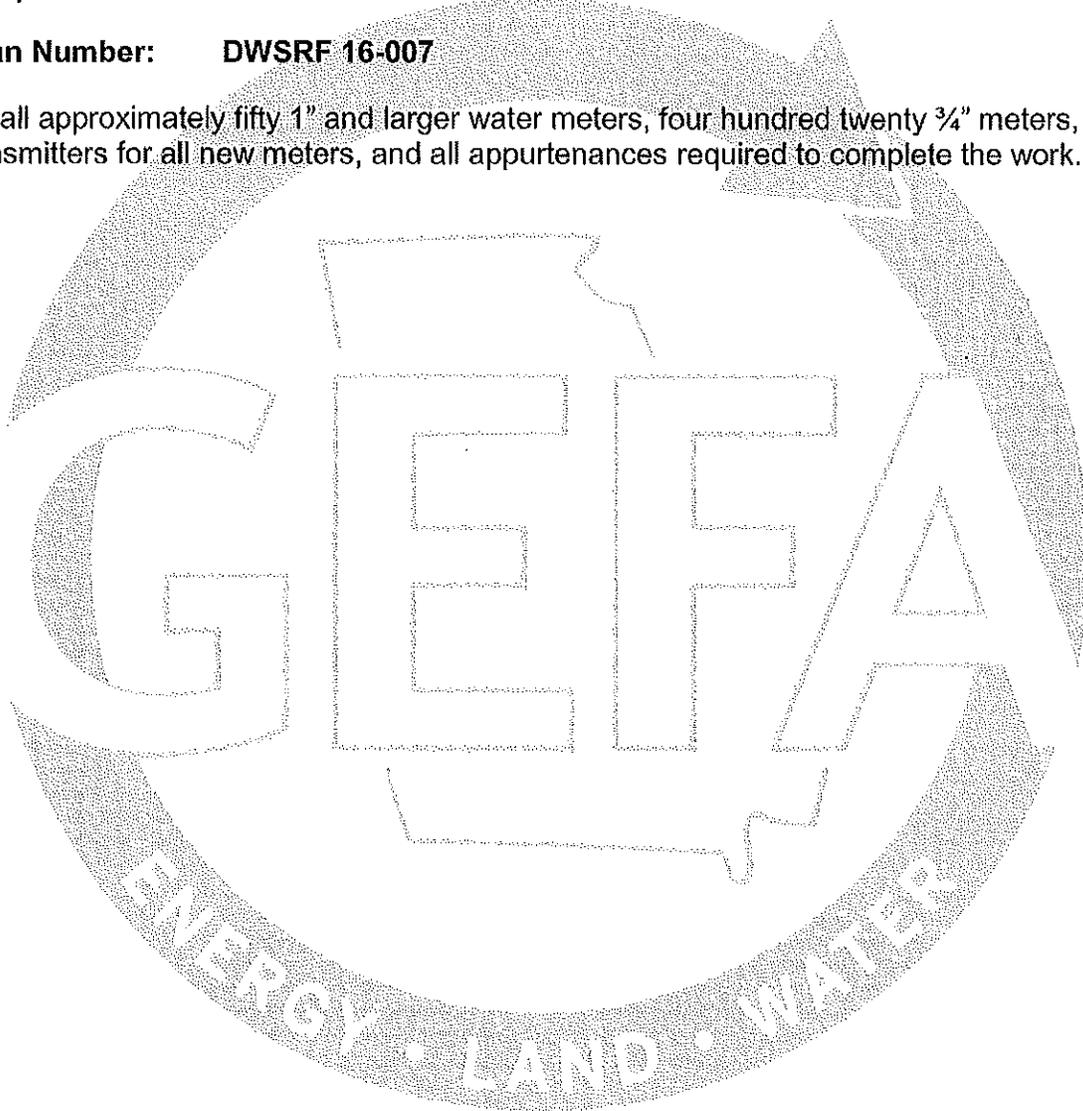
DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF BLUE RIDGE

Loan Number: DWSRF 16-007

Install approximately fifty 1" and larger water meters, four hundred twenty ¾" meters, transmitters for all new meters, and all appurtenances required to complete the work.



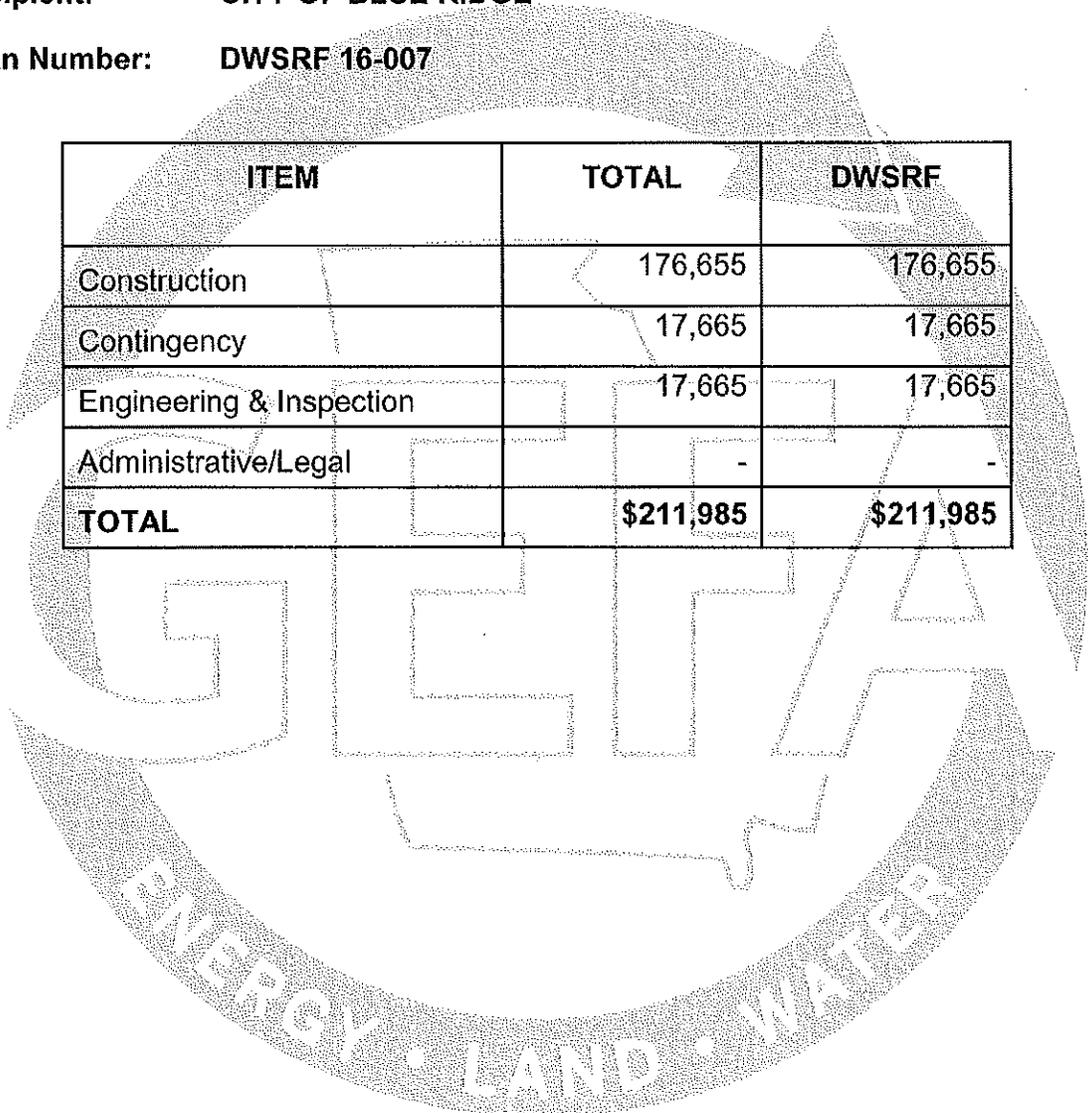
DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BLUE RIDGE

Loan Number: DWSRF 16-007

ITEM	TOTAL	DWSRF
Construction	176,655	176,655
Contingency	17,665	17,665
Engineering & Inspection	17,665	17,665
Administrative/Legal	-	-
TOTAL	\$211,985	\$211,985



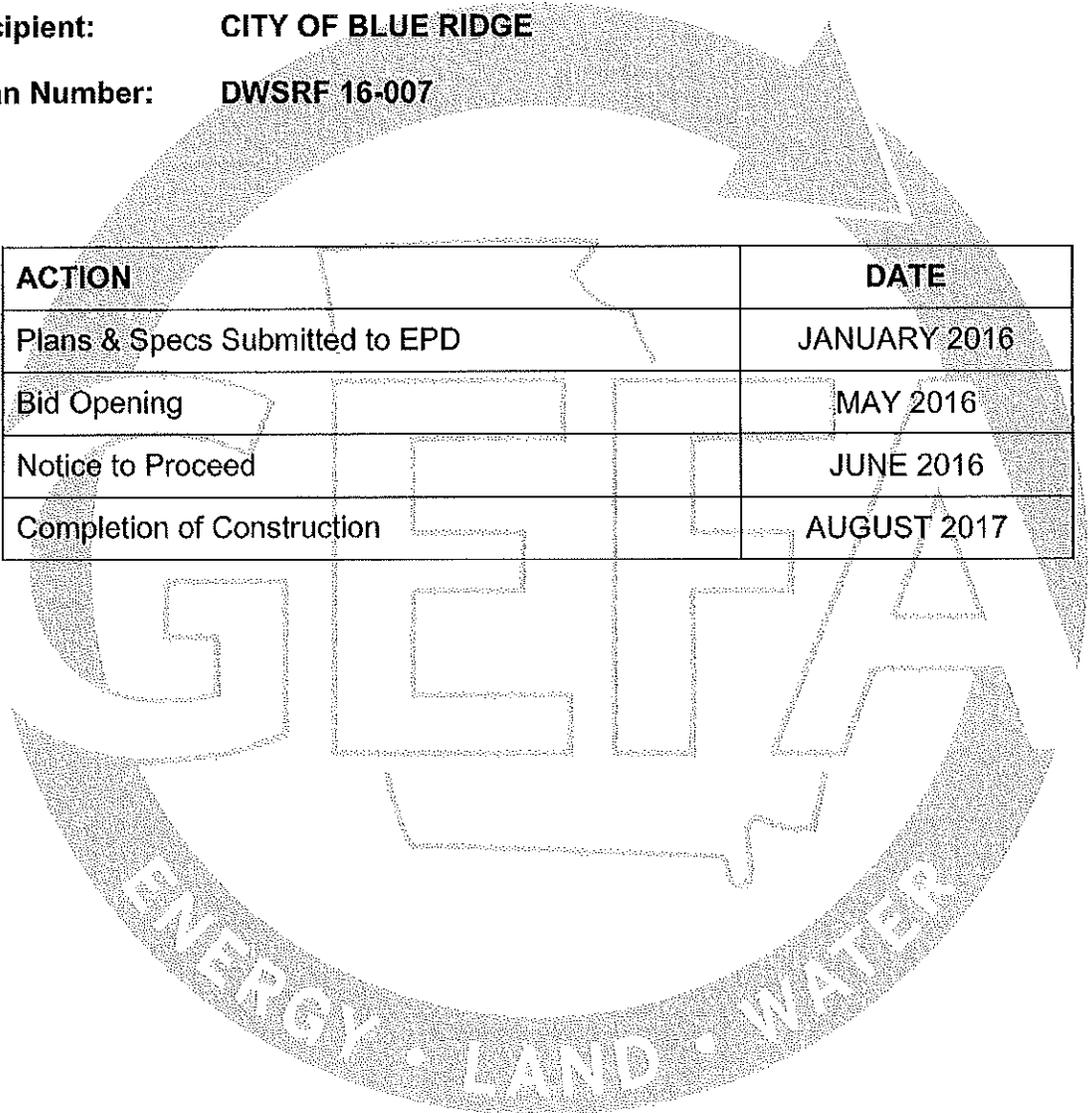
DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BLUE RIDGE

Loan Number: DWSRF 16-007

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2016
Bid Opening	MAY 2016
Notice to Proceed	JUNE 2016
Completion of Construction	AUGUST 2017



OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Drinking Water State Revolving Fund, Administer by
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, GA 30303

Ladies and Gentlemen:

A legal opinion from **HULSEY, OLIVER & MAHAR, LLC** was delivered to you, dated **JUNE 30, 2016** (the "Closing Opinion"), relating to the Loan Agreement (the "Loan Agreement"), dated **JULY 8, 2016** between **CITY OF BLUE RIDGE** (the "Borrower") and the Georgia Environmental Finance Authority (the "Lender"), and the Promissory Note (the "Note"), dated **JUNE 14, 2016**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: DWSRF 16-007

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the _____ day of _____, _____, the following resolution was introduced and adopted.

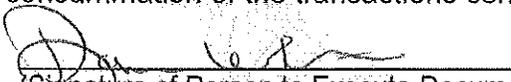
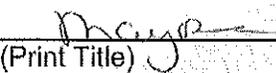
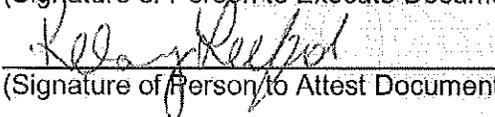
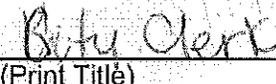
WHEREAS, the Borrower has borrowed \$211,985 from the Georgia Environmental Finance Authority (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated JULY 8, 2016, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated JUNE 14, 2016, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

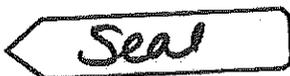
 (Signature of Person to Execute Documents)	 (Print Title)
 (Signature of Person to Attest Documents)	 (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____


Secretary/Clerk

(SEAL)



Invoice



Carter & Sloop
CONSULTING ENGINEERS

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

June 12, 2017
Project No: B7970.012
Invoice No: 22062

Project B7970.012 Trackside Lane Sewage PS(Task Release 3)

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include completion of construction plans and specifications, submission of all permits, discussions with GEFA regarding project readiness, timeline, and principal forgiveness, and checking project schedule with city and developers.

Engineering Services from February 12, 2017 to June 4, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	2,500.00	100.00	2,500.00
Engineering Design	25,500.00	100.00	25,500.00
Permitting	10,000.00	100.00	10,000.00
Contract Admin/Constr. Review	10,850.00	0.00	0.00
Total Fee	48,850.00		38,000.00
		Previous Fee Billing	33,000.00
		Current Fee Billing	5,000.00
		Total Fee	5,000.00

Additional Services

	Hours	Rate	Amount
Senior Engineer	6.50	160.00	1,040.00
Totals	6.50		1,040.00
Total Labor			1,040.00

Consultants

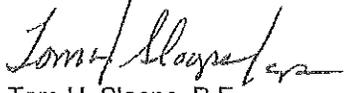
EDEC, Inc.			2,500.00
Total Consultants			2,500.00

Total this Invoice \$8,540.00

Project	B7970.012	Trackside Lane Sewage PS(Task Release 3)	Invoice	22062
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Please contact me if you have any questions or comments.

Sincerely,



Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

June 12, 2017
C&S Project No: B7970.018
Invoice No: 22064

C&S Project B7970.018 WWTF Improvements, Temperature & Metals

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued sampling based on new limits being imposed by EPD, coordination of new testing consultant (Pace Analytical), and submission of update report to EPD as required by new permit.

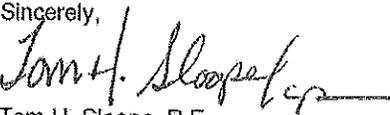
Engineering Services from February 12, 2017 to June 4, 2017

Task	001	Preliminary		
Fee				
Total Fee		30,000.00		
Percent Complete		85.00	Total Earned	25,500.00
			Previous Fee Billing	18,000.00
			Current Fee Billing	7,500.00
			Total Fee	7,500.00
			Total this Task	\$7,500.00

Task	002	Design & Permitting		
			Total this Task	0.00

Task	999	Reimbursable Expenses		
Consultants				
	Pace Analytical Services, LLC		4,780.55	
	Total Consultants		4,780.55	4,780.55
			Total this Task	\$4,780.55
			Total this Invoice	\$12,280.55

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope, P.E.

cc: Ms. Kelsey Ledford, City Clerk

Invoice



Carter & Sloop
CONSULTING ENGINEERS

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

June 7, 2017
Project No: B7970.016
Invoice No: 22056

Project B7970.016 Downtown Improvements, East Main Street

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued contract administration and construction review. Also included are subconsultant fees for power pole relocation evaluation and additional engineering for project scope revisions and extension of work to include Messer to Mountain Street section.

Engineering Services from February 12, 2017 to June 4, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	7,500.00	100.00	7,500.00
Engineering Design (Estimate)	84,000.00	100.00	84,000.00
Permitting	10,000.00	100.00	10,000.00
Contract Admin/Constr. Review	36,000.00	85.00	30,600.00
Total Fee	137,500.00		132,100.00
		Previous Fee Billing	119,500.00
		Current Fee Billing	12,600.00
		Total Fee	12,600.00

Additional Services

	Hours	Rate	Amount
Senior Engineer	16.75	160.00	2,680.00
Construction Inspector/Tech II	10.00	95.00	950.00
Totals	26.75		3,630.00
Total Labor			3,630.00

Consultants

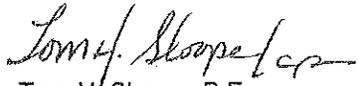
EDEC, Inc.			1,552.50
Total Consultants			1,552.50

Total this Invoice \$17,782.50

Project	B7970.016	Downtown Improvements, East Main Street	Invoice	22056
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Please contact me if you have any questions or comments.

Sincerely,



Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

June 12, 2017
C&S Project No: B7970.008
Invoice No: 22066

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 evaluation of pressure issues on Curtis Switch after line blowout, discussions with City personnel about ARC/Bathroom project, evaluation of Vincent Lindley's assisted living home expansion and impact to sewage pump station, and meeting with City's auditor to answer questions.

Engineering Services from February 12, 2017 to June 4, 2017

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer	19.75	160.00	3,160.00	
Project Engineer II	3.00	130.00	390.00	
Project Engineer I	.75	105.00	78.75	
Construction Inspector/Tech II	2.25	95.00	213.75	
Totals	25.75		3,842.50	
Total Labor				3,842.50
				Total this Invoice
				\$3,842.50

Please contact me if you have any questions or comments.

Sincerely,


Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk



Remit To: Harris Computer Systems
 62133 Collections Center Drive
 Chicago, IL 60693-0621

Invoice LGMN0000003755
 Date 5/20/2017
 Page 1 of 1

Ship to
 Blue Ridge, City of
 Mr. Bill Sowers / Alicia (A/P)
 480 West First Street
 Blue Ridge, GA 30513
 USA

Bill to
 Blue Ridge, City of
 Mr. Bill Sowers / Alicia (A/P)
 480 West First Street
 Blue Ridge, GA 30513
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	BLU10		DELIVERY	Due Upon Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual SmartFusion Maintenance: AUG. 1/17 to JUL. 31/18	US\$0.00	US\$0.00
1.00	CSI-HLG MAINT	Accounts Payable	US\$2,127.83	US\$2,127.83
1.00	CSI-HLG MAINT	Budget Preparation	US\$1,797.75	US\$1,797.75
1.00	CSI-HLG MAINT	Check Reconciliation	US\$597.44	US\$597.44
1.00	CSI-HLG MAINT	Fund Ledger	US\$2,878.03	US\$2,878.03
1.00	CSI-HLG MAINT	System Manager	US\$900.24	US\$900.24
1.00	CSI-HLG MAINT	Occupational Tax	US\$1,432.21	US\$1,432.21
1.00	CSI-HLG MAINT	Cash Collections	US\$1,077.56	US\$1,077.56
1.00	CSI-HLG MAINT	Tax Manager	US\$1,964.14	US\$1,964.14
1.00	CSI-HLG MAINT	Annual Tax Update	US\$1,454.92	US\$1,454.92
1.00	CSI-HLG MAINT	Utility Billing	US\$4,146.53	US\$4,146.53
1.00	CSI-HLG MAINT	Iron Utility Handheld Interface	US\$872.95	US\$872.95
1.00	CSI-HLG MAINT	Utility Billing Work Orders	US\$872.95	US\$872.95
1.00	CSI-HLG MAINT	Application Delivery Software Support	US\$3,303.26	US\$3,303.26
1.00	CSI-HLG TPM	DeliveryPoint Application License 1 Year Maint	US\$628.53	US\$628.53
1.00	CSI-HLG MAINT	SmartQuery	US\$275.81	US\$275.81
1.00	CSI-HLG MAINT	Construction Permits	US\$748.18	US\$748.18
1.00	CSI-HLG SAAS	MYGOVHUB Online Utility Payments Annual Subscription	US\$1,928.03	US\$1,928.03
1.00	NOTE	Basic Gemini Data Backup & Recovery included	US\$0.00	US\$0.00

Please note we do require 90-day written notice in order to cancel modules without a penalty fee.

Invoice Questions? Please call Brenda Leishman, 1-866-847-7747 ext 2619 or e-mail
 BLeishman@harriscomputer.com

Subtotal	US\$27,006.36
Misc	US\$0.00
Tax	US\$0.00
Freight	US\$0.00
Trade Discount	US\$0.00
Total	US\$27,006.36

Purpose

The purpose of this document is to provide customers with information about our standard maintenance coverage, processes and procedures. This document will serve as a guideline for support but may be superseded by an existing, signed software support contract where applicable.

Harris Local Government ("Harris") reserves the right to make modifications to this document as required.

Standard Support and Maintenance Services

Your software support contract includes:

- Toll-free telephone support.
- Technical troubleshooting: assessment, diagnosis, documentation and ultimate resolution of issues that pertain specifically to the customer's software. Troubleshooting does not extend to any hardware or operating system components.
- E-mail notifications of logged calls, status and resolution.
- Harris e-Support, our 24/7 online customer portal. e-Support provides the following:
 - Ability to log and close calls
 - Ability to view & update existing calls
 - Ability to update contact information
 - Ability to access published documentation (if available)
 - Ability to access available downloads
 - Access to support knowledge base
- Standard software releases and updates.
 - Defect corrections (as warranted)
 - Planned enhancements
 - Payroll regulated changes
 - Release notes
- **Limited training questions:** Questions pertaining to a customer's software line that Harris deems as training related (i.e. information that has already been covered and/or reviewed with the customer) will be considered training-related in scope. This type of request is typically limited to a span of no more than 30 minutes. Anything falling outside the aforementioned time frame may be classified as a billable service for which the customer will receive a quotation prior to the service being delivered.
- **Database tuning:** Database tuning/optimization may include such services as insertion of rate codes/tax, custom report changes, customer file changes or anything involving global changes throughout the software. Depending on the scope of the request, data tuning maybe be considered a billable service for which a customer will receive a quotation prior to service being delivered.

Rates

Harris' current standard hourly rate is \$175.00 per hour. Rates are subject to change on an annual basis. Quotations will be provided for all billable services.

Our rates for non-maintenance clients are as follows:

- \$500.00 per call (Provides ability to log a support call & includes 1st hour)
- \$400.00 for each subsequent hour for the same issue

Help Desk Hours

Our standard hours of support across all product lines, are from 8:30 a.m. EST to 5:00 p.m. EST, Monday to Friday, excluding designated company holidays. Support calls/issues may be logged via the toll-free support line between the hours of 8:30 a.m. and 5:00 p.m. EST or 24 hours day/7 days a week via the online support portal.

Holiday Schedule

Below is a listing of US Statutory Holidays. Please note that our US offices will be closed on designated days as outlined below. However, our call center will remain open in some cases to receive incoming calls.

New Year's Day	Closed
President's Day	Closed
Good Friday	Limited
Memorial Day	Closed
Fourth of July	Closed
Labor Day	Closed
Columbus Day	Limited
Thanksgiving Day	Closed
Day After Thanksgiving	Closed
Christmas Day	Closed
Boxing Day (December 26)	Closed

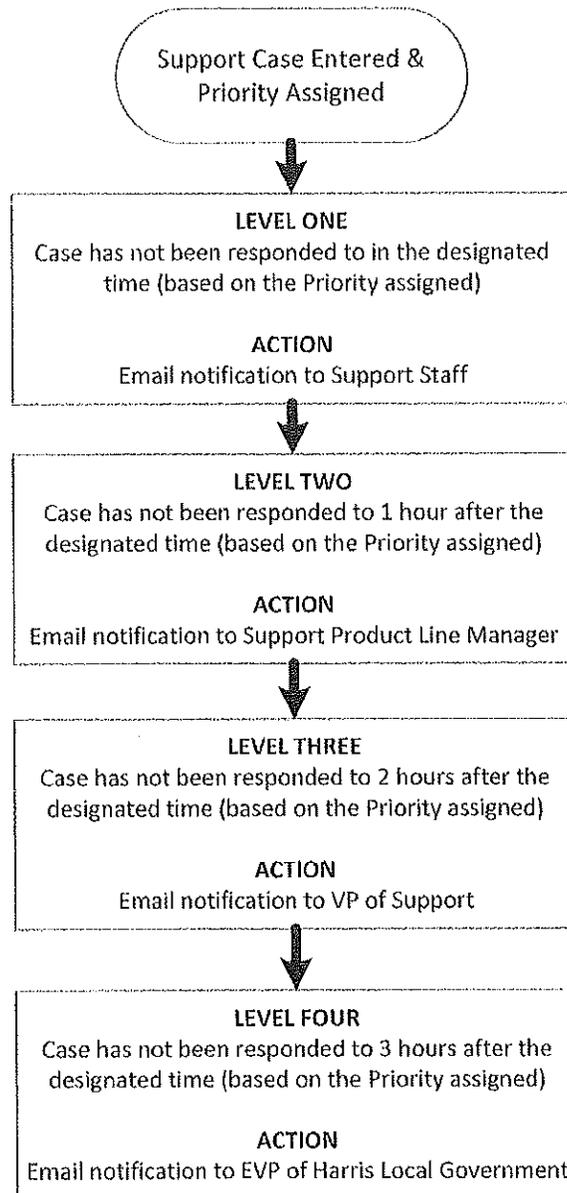
Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response times are as follows:

- **Priority 1:** 30 minutes
- **Priority 2:** 2 hours
- **Priority 3:** 3 hours
- **Priority 4:** 4 hours

Escalation Procedures

Our escalation process is defined below. This process has been put into place to ensure that issues are being dealt with appropriately. If at any time you not satisfied with the resolution of your issue or the response to your call, please contact one of our Support Call Coordinators and we will have the appropriate individual follow up.



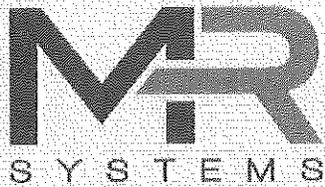
Maintenance Contract Pricing and Terms

Failure to pay maintenance invoices, or any other outstanding SmartFusion Invoices, will result in a support hold. Once the invoice is aged over 60 (sixty) days, you will be notified of your support status change.

Annual maintenance fees are non-refundable. In order to keep pace with the annual costs of doing business within the industry (including but not limited to increased operating costs and research and development costs) Harris, as a standard practice, reviews the software maintenance of each client, every year.

Harris reserves the right to raise annual maintenance charges in accordance with industry standards and resource utilization which may vary from year to year. Customers may review and voice any related concerns or disagreements with a senior member of the Harris management team.

Maintenance agreements are renewable each year. Should any customer coming up for renewal choose not to renew their annual software maintenance with Harris, ***Harris requires at least 90 days written notice (prior to the new annual renewal date). This notice must be provided to our corporate office in Ottawa, Ontario.***



Service Plans And Rates

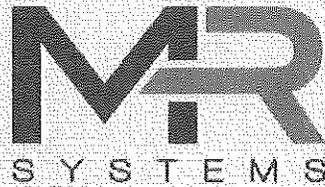
	 RESPONSE TIME	 SERVICE TECHNICIANS	 APPLICATION ENGINEERS	 REMOTE SUPPORT & DIAGNOSTICS	 DATA DOCTOR SERVICE	 TRAINING
DEMAND Monthly \$0	 24 HOURS	\$140/HR 8 HR MIN	\$148/HR 8 HR MIN	\$148/HR	\$148/HR 8 HR MIN	\$625/DAY
BASIC Monthly \$0	 8 HOURS	\$128/HR 8 HR MIN	\$136/HR 8 HR MIN	\$136/HR	\$136/HR 8 HR MIN	\$600/DAY
BRONZE Monthly \$120	 4 HOURS	\$108/HR 8 HR MIN	\$118/HR 8 HR MIN	\$118/HR 2HRS/MONTH INCL.	\$118/HR 8 HR MIN	\$575/DAY
SILVER Monthly \$220	 2 HOURS	\$108/HR 8 HR MIN	\$118/HR 8 HR MIN	\$118/HR 2HRS/MONTH INCL.	\$118/HR 1 DAY INCL.	\$575/DAY
CUSTOMER FAVORITE						
GOLD Monthly \$375	 2 HOURS	\$108/HR 8 HR MIN	\$118/HR 8 HR MIN	\$118/HR 2HRS/MONTH INCL.	\$118/HR 2 DAYS INCL.	ONE SEAT ANY CLASS
CUSTOM	Looking for something that fits your unique needs? Our Custom Service Level can be tailor-made for you. Choose from any of our service offerings including maintenance, support, diagnostics and training, and we will create a plan that fits your specific needs.					

Monthly fees for the agreements are billed either quarterly or annually. After hours, holidays, and weekends are billed at 1.5 times the labor rate. \$150 per diem for travel expenses will be billed when an overnight stay is required. Training classes include hotel and meal expenses; however, travel expenses to and from the MR Systems office location are not included. If the Customer sends 3 or more individuals to one training class there is a 15% discount.



1185 Beaver Run Road • Suite A • Norcross, GA 30093
www.MRSystems.com • 678-325-2800 • After Hours Support: 888-564-5688





Advanced Systems.
Proven Solutions.

ANNUAL SERVICE AND MAINTENANCE AGREEMENTS



RESPONSE TIME

We know that downtime is a costly enemy, so we respond to your needs fast! Your service agreement level determines our guaranteed maximum response time. Our customers can select the response time that meets their service needs.



SERVICE TECHNICIANS

Our service technicians and engineers are the best and you can rely on their competence and experience to solve your service problems. From troubleshooting and diagnosis to performing routine maintenance, our technicians and engineers get the job done correctly and efficiently. Our mission is to get your system back up and running as quickly as possible.



APPLICATION ENGINEERS

MR Systems' engineers are responsible for the complete life cycle of our systems. Their technical skills create solutions and solve problems for our customers every day.



REMOTE SUPPORT & DIAGNOSTICS

Sometimes a phone call and/or a remote login to your system is all it takes to answer your question, resolve a problem, or get your system up and running. Phone support allows us to respond to and resolve many questions or service needs quickly. By logging in to your system remotely, we can often perform corrections or repairs without having to make an on-site service call. This saves both time and money. Customers with Bronze, Silver, or Gold Service Levels receive two hours of remote support and diagnostics per month at no cost.



DATA DOCTOR SERVICE

Our Data Doctor Service provides annual maintenance and backups for your SCADA system computer hardware, SCADA applications software, and PLC code. For additional security, MR Systems maintains off-site backups of your code in addition to two copies of code that we leave with you.



TRAINING

We offer classes that provide hands-on training in the areas of: HMI Programming, PLC Programming, Instrument Calibration and Maintenance, Fiber Optics Terminations and Troubleshooting, and Radio Telemetry System Maintenance. Our training classes are specific to the water and wastewater industry. Additionally, we use your system's specific SCADA applications software and PLC code to make sure that you thoroughly understand the concepts that we are teaching.



Specialty Contractors

ENGINEERED RESTORATIONS, INC.[®]

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046
Phone: 770.682.0650 Fax: 770.682.0403

PROPOSAL/CONTRACT

Mr. Alex Wiseman
Carter & Sloope Consulting Engineers
1031 Stonebridge Parkway
Watkinsville, GA 30677
P: 706 -769-4119 Email: awiseman@cartersloope.com

Date 6/1/17
Page 1 of 2

We have prepared an estimate for: Blue Ridge WTP

Scope of work: Hydrophilic Injection / Coatings

Engineered Restorations, Inc. (ERI) proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

All of the above work to be performed in a first class and workman like manner by mechanics fully experienced in their trade, and will be guaranteed for a period of (1) year, in accordance with Engineered Restorations, Inc.'s Standard Warranty

Work item 1: (Hydrophilic Injection)

1. Inject any visible crack along the length / width of the target vertical basin wall (Estimated at 5 Gallons)
2. Plug 3/8" port holes once injection has been completed. (NSF 6.1 Approved Material)

Engineered Restorations, Inc. price for this work, the sum of: **Lump Sum \$1,950.00**

Work Item 2: (Waterproof Coating) Approx. 280 SF

1. Prep concrete surface in accordance with written manufactures recommendations. (Water Blast)
2. Apply coating in accordance with written manufactures recommendations (Aqua Fin IC)

Engineered Restorations, Inc. price for this work, the sum of: **Lump Sum \$3,675.00**

Work Item 3: (Optional Surface Coat) Estimated Up To 100 SF

1. Prep and repair surface delamination's / voids / surface pitting to allow the application of the final water proof coating.

Engineered Restorations, Inc. price for this work, the sum of: **Lump Sum \$1,580.00**

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date July 11, 2017

By City of Blue Ridge

ENGINEERED RESTORATIONS INC.

By Austin McQueen
Austin McQueen, Project Manager



Specialty Contractors

ENGINEERED RESTORATIONS, INC.®

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046
Phone: 770.682.0650 Fax: 770.682.0403

PROPOSAL/CONTRACT

Mr. Alex Wiseman
Carter & Sloope Consulting Engineers

Date 6/1/17
Page 2 of 2

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of the same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

Applicable Notes:

- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others, and is NOT included in this Proposal. Our bond rate is 1.5%
- Owner agrees to allow at no charge, photos to be taken before, during and after application, to verify conditions and procedures used with product, and for case history reports by Engineered Restorations, Inc.
- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
- Mobilization of one (1) three man crew has been calculated into the lump sum pricing of this proposal.
- This Proposal is based on one (1) continuous operation.

TWENTY (20) DAYS ACCEPTANCE.

We trust that this proposal meets your requirements and look forward to discussing this project with you in greater detail. If you have any questions concerning this proposal, please do not hesitate to contact us.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date: July 11, 2017

By: City of Blue Ridge

ENGINEERED RESTORATIONS INC.

By: Austin McQueen
Austin McQueen, Project Manager

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes **ONLY** the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, interest & attorneys' fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work **only** during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.

s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the Incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCBs") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.

Cope Pool Builders

1007 Richards Street
Dalton, GA 30721
USA

INVOICE

Invoice Number: 034074
Invoice Date: Jun 14, 2017
Page: 1

Voice: 706-226-0989
Fax: 706-226-9772

Bill To:
CITY OF BLUE RIDGE 480 WEST FIRST STREET BLUE RIDGE, GA 30513 USA

Ship to:
CITY OF BLUE RIDGE 480 WEST FIRST STREET BLUE RIDGE, GA 30513 USA

Customer ID	Customer PO	Payment Terms	
C00344		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		6/14/17

Quantity	Item	Description	Unit Price	Amount
1.00		JOB #587-A - MISCELLANEOUS EXTRA WORK	3,932.31	3,932.31

Subtotal	3,932.31
Sales Tax	
Total Invoice Amount	3,932.31
Payment/Credit Applied	
TOTAL	3,932.31

Check/Credit Memo No:

Overdue Invoices are subject to late charge.

06/14/2017

COPE BROTHERS CONSTRUCTION CO., INC.
 CITY OF BLUE RIDGE
 MISCELLANEOUS EXTRAS
 Additional pool repairs, Tile replacement, Equipment start up, Chemicals/Accessories
 JOB #587 - A

COST PLUS BASIS

DATE	VENDOR	DESCRIPTION	PO#	INVOICE #	AMOUNT	TOTAL
04/18/17		LABOR			\$692.06	
04/24/17		LABOR			\$745.46	
04/25/17		LABOR			\$359.94	
05/20/17		LABOR			\$120.00	
05/27/17		LABOR			\$240.00	
06/03/17		LABOR			\$240.00	\$2,397.46
04/24/17	ACE HARDWARE	PORTLAND/MASONRY MIX/TOWELS/SANDED GROUT	26356	823084	\$44.47	\$44.47
04/14/17	CLASSIC TILE DESIGNS	7.00 SQ. FT. OF 6x6 LIGHT BLUE GLOSS CT1532F	26336	29246	\$42.35	
04/18/17	CLASSIC TILE DESIGNS	DEPTH MARKER TILES - "10" & "FT"	26339	29298	\$19.65	\$62.00
06/09/17	COPE POOL BUILDERS	1 - F-30300P FLOWMETER	26436	61259266	\$102.50	
06/09/17	COPE POOL BUILDERS	1 - 100 LB. SHOCK 4 - MURIATIC ACID, 2 - 50 LB. ALK UP, 1 - TEST KI	26390	61259171	\$312.71	\$415.21
05/21/17	NORTON SERVICES	CHECK POWER TO POOL PUMP, ASSIST IN PLUMBING	26383	20	\$330.70	\$330.70
					\$3,249.84	\$3,249.84
					10% OVERHEAD	\$3,249.84
					10% PROFIT	\$324.98
					COST PLUS BASIS	\$3,932.31
					INVOICE #34074 DATE 06-14-17	\$3,932.31
					TOTAL INVOICED	\$3,932.31

PURCHASE ORDER

DATE 7-3-17

28125

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

TO Mason's

CITY OF BLUE RIDGE
480 West First Street
Blue Ridge, Georgia 30513

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

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
			parts for			
			water Backhoe			
			Water Dept			5,313.94

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

Approved at July 11, 2017
Council Meeting

CP-3630

REQ. [Signature]
PA. [Signature]



MASON TRACTOR CO.

INVOICE

1050 Appalachian Highway
PO Box 458
Blue Ridge GA 30513-0008
Phone: 706-632-3777
Fax: 706-632-3799

2510 Dahlonega Hwy
PO Box 166
Cumming GA 30028-0166
Phone: 770-887-6119
Fax: 770-781-5746

395 Industrial Blvd
PO Box 2589
McDonough GA 30253-1738
Phone: 770-957-3370
Fax: 770-957-0859



Bandit
INDUSTRIES, INC.

www.masontractor.com

SOLD TO: BLUE RIDGE, CITY OF 480 WEST FIRST STREET BLUE RIDGE GA 30513	SHIP TO: BLUE RIDGE, CITY OF 480 WEST FIRST STREET BLUE RIDGE GA 30513 WORK: 706-632-2091 CELL: 706-633-6339
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Acct No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#
BLUECI		7/03/17	1:48PM	286473	TR			1
Starting Date	Ending Date	Make	Model	Serial Number	Stock Number			
6/14/17								
Promised	Call When Ready	Deliver?	Usage	2nd Serial Number	Invoice Type	St.#		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			PRELIMINARY I	01		

QUANTITY	B/O	DESCRIPTION OF WORK DONE/PART NUMBERS			PRICE	AMOUNT
		Freight				17.44
		FREIGHT				31.76
1	0	NH 8094740	KIT, PIS special		286.00	286.00
1	0	NH 504069777	GASKET special		69.55	69.55
1	0	TER 6193612M1	EVAPORAT SPECIAL		325.79	325.79
1	0	TER 6106706M1	DRIER SPECIAL		73.50	73.50
1	0	TER 1999755C2	COMPRESS SPECIAL		1373.63	1373.63
1	0	TER 6110165M91	HOSE SPECIAL		277.63	277.63
1	1	TER 6110164M91	HOSE SPECIAL		322.73	0.00

RECEIPTS MUST ACCOMPANY ALL RETURNS
20% RESTOCKING CHARGE WITHIN 30 DAYS
NO RETURN ON ELECTRICAL PARTS, OPENED SEAL KITS OR SPECIAL ORDER PARTS

EQUIPMENT	0.00
LABOR	0.00
PARTS	2406.10
FREIGHT	49.20
MILEAGE	0.00
OTHER	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	2455.30
SALES TAX	NT
TOTAL AMOUNT	2455.30

SIGNATURE _____

INVOICE NO. 286473



* Designates Tax Applied to This Item



MASON TRACTOR CO.

INVOICE

1050 Appalachian Highway
PO Box 458
Blue Ridge GA 30513-0008
Phone: 706-632-3777
Fax: 706-632-3799

2510 Dahlonega Hwy
PO Box 166
Cumming GA 30028-0166
Phone: 770-887-6119
Fax: 770-781-5746

395 Industrial Blvd
PO Box 2589
McDonough GA 30253-1738
Phone: 770-957-3370
Fax: 770-957-0859

www.masontractor.com



Bandit
INDUSTRIES, INC.

SOLD TO: BLUE RIDGE, CITY OF 480 WEST FIRST STREET BLUE RIDGE GA 30513	SHIP TO: BLUE RIDGE, CITY OF 480 WEST FIRST STREET BLUE RIDGE GA 30513 WORK: 706-632-2091 CELL: 706-633-6339
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Accf No.	Payment	Date	Time	Invoice Number	SP	P.O. Number	Tax ID	Pg.#
BLUECI		7/03/17	1:49PM	286703	TR			1
Starting Date	Ending Date	Make	Model	Serial Number	Stock Number			
6/20/17								
Promised	Call When Ready	Deliver?	Usage	2nd Serial Number	Invoice Type	St.#		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			PRELIMINARY I	01		

QUANTITY	B/O	DESCRIPTION OF WORK DONE/PART NUMBERS	PRICE	AMOUNT
1	0	NH 4895790 CYLINDER SPECIAL	1645.00	1645.00
8	0	NH 4895215 SPRING, SPECIAL	20.25	162.00
8	0	NH 4895347 SEAL SPECIAL	8.33	66.64
20	0	NH 4895183 COLLET SPECIAL	1.19	23.80
8	0	NH 4895184 RETAINER SPECIAL	21.75	174.00
4	0	NH 4895187 VALVE, EN SPECIAL	27.65	110.60
4	0	NH 4895188 STD EXHA SPECIAL	26.60	106.40
10	0	NH 4892859 BOLT SPECIAL	8.18	81.80
4	0	NH 504045835 INJECTOR SPECIAL	119.00	476.00
5	0	NH 4895297 SEAL SPECIAL	2.48	12.40

RECEIPTS MUST ACCOMPANY ALL RETURNS
20% RESTOCKING CHARGE WITHIN 30 DAYS
NO RETURN ON ELECTRICAL PARTS, OPENED SEAL KITS OR SPECIAL ORDER PARTS

EQUIPMENT	0.00
LABOR	0.00
PARTS	2858.64
FREIGHT	0.00
MILEAGE	0.00
OTHER	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	2858.64
SALES TAX	NT
TOTAL AMOUNT	2858.64

SIGNATURE _____

INVOICE NO. 286703



* Designates Tax Applied to This Item

City of Blue Ridge

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

City of Blue Ridge
Special Called Meeting Minutes
City Hall
480 West First Street
July 21, 2017 at 9:00 a.m.

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

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 the Rules of Procedures was available at the Council desk.

4) EPD—Sewer Plant Regulations:

Mayor Whitener explained that the Waste Water Treatment Plant was in violation of the Environmental Protection Division regulations and has been fined \$4,125.00. She also announced that the WWTP experienced a spill of waste. She continued to discuss approving the EPD consent order (attached) in order to take the necessary steps to correct the violations. Mayor Donna Whitener mentioned that the storm water issues could be related to the violations. Council Member Rodney Kendall made a motion to approve paying the fine amount. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve the Mayor signing the consent order. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

5) Bobby Davis:

Mayor Whitener gave a brief overview of Bobby Davis' request for waste water services for a development off of Hwy 515, prompting the City to upgrade their infrastructure in the area of Trackside Lane, and to replace a sanitary sewer main. Therefore, the City has asked Mr. Davis to assist with the project cost. She continued to discuss the total project cost estimate of \$760,000.00 and that Carter and Sloope has suggested asking Mr. Davis for \$285,000.00 in assistance. Mr. Davis has requested that they Mayor sign a letter with his debt obligation so he

City of Blue Ridge

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

can present the bank with his cost of the upgrade. The Mayor and Council discussed the assisted living facility on Hwy 515 and whether or not they were asked to assist with any upgrades related to their development. The allotted time limit expired. Council Member Rodney Kendall made a motion to extend the time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rhonda Thomas made a motion that the amount to be contributed by Mr. Davis be up to \$285,000.00. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to allow Mayor Whitener to send Mr. Davis a letter with the approved dollar amount. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

6) MatchPoint—Hydrins Meter:

The Mayor and Council were presented Estimate No. 193 from MatchPoint in the reduced amount of \$ 6,682.50 for a new Hydrins meter (attached). Council Member Rodney Kendall made a motion to approve the purchase of the new Hydrins meter. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

7) Flooding:

Mayor Donna Whitener addressed flooding concerns in downtown Blue Ridge, specifically the area of Ada Street, Mountain Street and West Main Street. Mayor Donna Whitener discussed some photographs that she provided for the meeting (attached). The Mayor and Council discussed the various factors that are at fault for the flooding concerns. Mayor Donna Whitener explained that Roy Parsons has presented a storm water ordinance in the past and that the Council should approve the ordinance at an upcoming council meeting. The allotted time limit expired. Council Member Rhonda Thomas made a motion to allow additional time for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Mayor Donna Whitener stated that she has contacted DOT about the pipe located under the railroad tracks. Bill Ryan discussed the topic with the Mayor and Council. The Council discussed that water from every direction drains to this particular area and that a retention pond may be a solution. The Council also discussed saving funds to fix the problem. The Mayor and Council discussed fixing the entire project and seeking funding through grants, loans, etc. Council Member Rhonda Thomas made a motion to allow Engineers from Carter and Sloope to review and update the study from approx. two (2) years ago and to provide a new estimated cost and plan to correct the entire problem. As well as, the City to pursue grants and/or loans if necessary to correct the drainage problems in the downtown commercial and residential areas extending down thru Ada Street. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

8) Building Permits:

Mayor Whitener asked the Council to decide if they wanted the City to continue issuing building permits or if they wanted the County to take over this service as part of the service delivery

City of Blue Ridge

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

strategy agreement. She informed the Council that they City has received \$46,042.00 over the span of five (5) years. Council Member Rhonda Thomas stated that she did not want to turn the service over to the County because of those numbers. Council Member Angie Arp stated that the Council outsources the commercial permits to a third party. Council Member Angie Arp did not know why the City would turn over revenue. Roy Parsons explained to the Mayor and Council that the City does not have a trained/certified employee who can legally issue permits. After additional discussion the time limit expired. Council Member Rhonda Thomas made a motion to table the topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

9) Downtown Water Line Replacement Project Phase I Change Order:

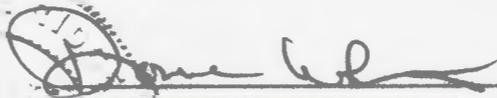
The Mayor and Council were presented with a letter from Carter and Sloope describing their recommended change order to Phase I of the downtown water line replacement project (attached). Council Member Rodney Kendall made a motion to approve the Phase I change order in the amount of \$ 40,000.00. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

10) Downtown Water Line Replacement Project Phase II Bid Approval and Contract:

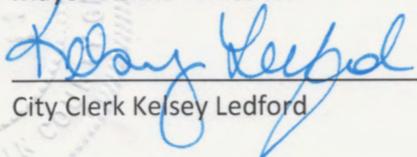
The Mayor and Council were presented with a letter from Carter and Sloope describing their recommendation for Phase II of the downtown water line replacement project (attached). Mayor Whitener mentioned that the project is to be funded from USDA funds and Surcharge. After some discussion, Council Member Rodney Kendall made a motion to proceed with Carter and Sloope’s recommendation and award the project to Holloway Trenching, LLC contingent upon the execution of a contract change order that reflects a revised total base bid amount of \$370,243.41. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to approve allowing the Mayor to sign the contract with Holloway Trenching, LLC. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

11) Adjournment:

Council Member Rhonda Thomas made a motion to adjourn the meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Meeting adjourned at approx. 9:40 a.m.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1486, East Tower
Atlanta, Georgia 30334
404-656-4713

CERTIFIED MAIL
7013 2250 0001 8375 1270

JUL 11 1987

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

RE: Proposed Consent Order (Order)
Blue Ridge Water Pollution Control Plant (WPCP)
NPDES Permit No. GA0037583
Blue Ridge, Fannin County

Dear Mayor Whitener:

Representatives of the Environmental Protection Division (EPD) have documented noncompliance with the Georgia Water Quality Control Act and the Department of Natural Resources Rules for Water Quality Control, Chapter 391-3-6. The enclosed proposed Order is to provide an amicable disposition of the alleged violations. Please return the signed Order within fifteen (15) days of receipt to:

Environmental Protection Division
Mountain District Office
Post Office Box 3250
Cartersville, Georgia 30120

Upon execution of this Order, you will be expected to complete all provisions set forth in the Order to achieve compliance. Failure to meet the actions described, in compliance with the corresponding deadline, will subject you to further administrative actions. The City of Blue Ridge will also be responsible for returning the settlement amount to the Division in the form of a check made payable to the Georgia Department of Natural Resources within fifteen (15) days of the execution date of the Order.

If you have any questions concerning this Order, please contact Mick Smith at (770) 387-4900.

Sincerely,

Richard E. Dunn
Director

Enclosure: Proposed Order

**ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF NATURAL RESOURCES
STATE OF GEORGIA**

RE: Blue Ridge Water Pollution Control Plant (WPCP)
NPDES Permit No. GA0037583
Blue Ridge, Fannin County

EPD-WP-

CONSENT ORDER

WHEREAS, the City of Blue Ridge (hereinafter "Respondent") owns and operates the Blue Ridge Water Pollution Control Plant (hereinafter "Facility") located at 242 Windy Ridge Road, Blue Ridge, Fannin County, Georgia; and

AUTHORITY

WHEREAS, under the "Georgia Water Quality Control Act of 1964" as amended O.C.G.A. § 12-5-20 *et seq.* (hereinafter the "Act"), the General Assembly of Georgia designated the Director of the Georgia Department of Natural Resources, Environmental Protection Division, (hereinafter the "Director" and the "Division") to administer the provisions of the Act; and

WHEREAS, the Rules for Water Quality Control, Chapter 391-3-6, as amended, (hereinafter the "Rules") authorized under O.C.G.A. § 12-5-23 of the Act, were established and became effective; and

WHEREAS, O.C.G.A. § 12-5-23 of the Act, assigns the Director the authority to issue permits stipulating in each permit the conditions or limitations under which such

permit was issued and the authority to issue orders as may be necessary to enforce compliance with the provisions of the Act and all rules and regulations promulgated thereunder; and

WHEREAS, Section 391-3-6-.03(5)(c) of the Rules requires that all waters be free from material related to municipal, industrial or other discharges which produce turbidity, color, odor or other objectionable conditions which interfere with legitimate water uses; and

WHEREAS, Section 391-3-6-.03(5)(e) of the Rules requires that all waters be free from toxic, corrosive, acidic and caustic substances discharged from municipalities, industries or other sources, such as non-point sources, in amounts, concentrations or combinations which are harmful to humans, animals or aquatic life; and

HISTORY

WHEREAS, authorization to discharge under the National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit No. GA0037583 (hereinafter "Permit") was issued to the Respondent on September 11, 2015 and became effective on October 1, 2015; and

WHEREAS, the Facility discharges to Dry Creek, a tributary of the Toccoa River in the Tennessee River Basin, which is classified as a primary trout stream; and

WHEREAS, Section 391-3-6-.03(15) of the Rules state that there shall be no elevation of natural stream temperatures for Primary Trout Waters and two (2) degrees Fahrenheit or less for Secondary Trout Waters; and

WHEREAS, Part I.B.1 and Part I.B.2 of the Permit establishes Stream Temperature limitations for the Facility; and

WHEREAS, Part I.B.1 of the Permit states that beginning on the effective date of the Permit, the discharge from the Facility shall not change the temperature of the receiving stream more than 2 degrees Fahrenheit from the natural stream temperature; and

WHEREAS, Part I.B.2 of the Permit states that beginning 36 months from the effective date of the Permit and continuing until Permit expiration, the discharge from the Facility shall not elevate the temperature of the receiving stream more than zero degrees Fahrenheit from the natural stream temperature; and

WHEREAS, Part I.C.12 of the Permit establishes a compliance schedule of thirty-six (36) months from the effective date of the Permit, for the Facility to comply with the Stream Temperature limitation established by Part I.B.2 of the Permit; and

WHEREAS, the Permit requires monitors at three (3) stations for in-stream temperature (hereinafter "monitoring stations"): Station 1 (34° 52' 53.44" N, 84° 18' 40.53" W), Station 2 (34° 52' 17.92" N, 84° 19' 7.41" W), and Station 3 (34° 53' 7.36" N, 84° 18' 25.19" W); and

WHEREAS, the Respondent submitted a Preliminary Investigation Report (hereinafter "PIR") for temperature on March 16, 2016, which reports an increase in temperature of the receiving stream during October 2015; and

WHEREAS, the Respondent submitted an amended PIR for temperature on October 7, 2016, which reports an increase in temperature of the receiving stream during the additional months of May, June, July, and August 2016; and

WHEREAS, the PIRs indicate that the natural stream temperature is cooling upstream of the discharge location; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit from May through October 2016; and

WHEREAS, on November 14, 2016 the Division was notified by the Respondent of a discharge of 100,000 gallons of untreated wastewater from the Facility's collection system into Dry Creek on November 11, 2016; and

WHEREAS, on February 21, 2017 the Respondent submitted a request for the Division to extend the 36 month compliance schedule established by Part I.C.12 of the Permit; and

WHEREAS, the Division requires additional temperature data from the Respondent in order to evaluate and make a determination about natural temperature elevations in the receiving stream; and

VIOLATIONS

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during October 2015; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during May 2016; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during June 2016; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during July 2016; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during August 2016; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during September 2016; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during October 2016; and

WHEREAS, On November 11, 2016, approximately 100,000 gallons of untreated wastewater was discharged to Dry Creek from the collection system of the Facility, in violation of Section 391-3-6-.03(5)(c) and Section 391-3-6-.03(5)(e) of the Rules; and

WHEREAS, the Respondent exceeded the Stream Temperature limitation established by Part I.B.1 of the Permit during May 2017; and

CIVIL PENALTIES

WHEREAS, O.C.G.A. § 12-5-52 provides that any person violating any provision of the Act or any permit condition or limitation established pursuant to the Act or, negligently or intentionally, failing or refusing to comply with any final order of the Director shall be liable for a civil penalty of not more than \$50,000.00 per day for each day during which such violation continues, provided, however, that a separate and later incident creating a violation within a 12 month period shall be liable for a civil penalty not to exceed \$100,000.00 per day for each day during which such violation continues; and

CONDITIONS

WHEREAS, the Director has determined that it is in the public interest to resolve all allegations raised above by entering into this Order without the necessity of litigation and adjudication of the issues.

NOW THEREFORE, by agreement of the parties, before the taking of any testimony and without adjudicating the merits of the parties' positions in this matter, in order to resolve the violations alleged herein, the Director hereby **ORDERS** and Respondent **CONSENTS** to the following:

1. The Respondent shall comply with all effluent limitations established by the Permit.
2. The Respondent shall compile an Excel spreadsheet containing all monitoring data taken from each monitoring station from May 2016 through August 2016, and submit the completed spreadsheet to the Division by no later than fifteen (15) days from the execution date of this Order.
3. The Respondent shall compile an Excel spreadsheet containing weekly monitoring data beginning fifteen (15) days from the execution date of this Order and continuing for eight (8) consecutive weeks: the monitoring stations should include the three (3) monitoring stations required by the Permit, as well as five additional monitoring stations as follows:

Station 4 -- Upstream of Facility discharge at road crossing (34° 53' 2.39" N, 84° 18' 28.17" W);

Station 5 - Upstream of Facility discharge (34° 53' 4.60" N, 84° 18' 26.37" W);

Station 6 - Downstream of Facility discharge (34° 53' 19.12" N, 84° 18' 26.38" W);

Station 7 - Downstream of Facility discharge (34° 53' 23.24" N, 84° 18' 26.04" W);

Station 8 - Downstream of Facility discharge (34° 53' 28.21" N, 84° 18' 27.17" W).

The Excel spreadsheet containing the weekly monitoring data shall be submitted to the Division within fifteen (15) days from the completion of the required weekly monitoring required by this condition.

4. Within fifteen (15) days of the execution date of this Order, the Respondent shall pay to the State of Georgia a negotiated settlement in the sum of Four Thousand, One Hundred Twenty-Five Dollars (\$4,125).

ADDRESSES

Correspondence and other submissions to be made to the Division shall be addressed to: Mr. James Cooley, Environmental Protection Division Mountain District Office, P.O. Box 3250, Cartersville, Georgia 30120. Correspondence to Respondent shall be addressed to: City of Blue Ridge, Honorable Donna Whitener, Mayor, 480 West First Street, Blue Ridge, Georgia 30513.

PERMIT COMPLIANCE

This Order does not relieve Respondent of any obligations or requirements of the Permit except as specifically authorized herein; which authorization shall be strictly construed.

PUBLIC NOTICE AND COMMENT

This Order is subject to public notice and comment upon final approval by the Director.

TIME OF ESSENCE

Time is of the essence of this Order. Upon it becoming effective, Respondent shall promptly commence its undertakings required herein and shall diligently pursue the accomplishment thereof.

REQUIRED SUBMISSIONS

Upon the submission of any plan, report, or schedule, or any modified plan, report or schedule, required by this Order, the Division shall review the submission to determine its sufficiency. The Division shall notify the Respondent in writing whether the submission is approved or disapproved.

If the Division determines that the submission is disapproved, it shall provide Respondent with a written notice of the deficiencies of the submission. The Respondent shall have fifteen (15) days from the issuance of the Division's notice of deficiency to modify the submission to correct the deficiencies and resubmit it to the Division. If Respondent does not agree with the Division's initial determination, Respondent shall submit in writing to the Division the grounds for its objection(s) within thirty (30) days from the issuance of the Division's notice of deficiency. The parties shall confer in an attempt to resolve any disagreement. If no such resolution is reached within thirty (30) days from the date of Respondent's written objection(s), Respondent shall be required to modify its submission in accordance with the Division's comments.

Notwithstanding the foregoing, the failure of Respondent to provide the Division with an ultimately approved submission on or before the specified due date, may, in the sole discretion of the Director, be deemed a violation of this Order. Upon approval by the Division, all submissions required by the terms of this Order are incorporated by reference into, and made a part of, this Order. Except as may be provided by this Order, noncompliance with the contents of such approved submissions shall be deemed noncompliance with this Order.

Division approval of any submission required by this Order is not intended as, nor shall such approval be construed as, certification by the Division that compliance with relevant state and federal laws, regulations, and permits will thereby be achieved, and such approval by the Division shall not provide Respondent with a defense to an enforcement action taken by the Director pursuant to violations of the same. Division approval of any submission is strictly limited to the technical aspects of the submission and is not intended as, nor shall it be construed as, approval or acceptance of any statements, assertions, or representations of fact, of opinion, or of a legal nature that are contained in the document.

FORCE MAJEURE

Failure to complete a condition mandated by this Consent Order within the time period specified may be excused and not subject Respondent to further enforcement action if the failure is the result of a force majeure event as identified below and Respondent complies the requirements set forth below. Respondent shall have the burden of proving to the Division that it was rendered unable, wholly or in part, by Force Majeure to carry out its obligations.

The term "Force Majeure" as used herein shall be limited to the following: Act of God; strike, lockout, or other labor or industrial disturbance not caused by an unfair labor practice by the Respondent; act of the public enemy; war; blockade; public riot; fire; storm; flood; explosion; failure to secure timely and necessary federal, state, or local approvals or permits, provided such approvals or permits have been timely and diligently sought; or other delay caused by unforeseeable circumstances beyond the reasonable control of Respondent, its employees, agents,

consultants, or contractors, as determined by the Division in its sole discretion. Force Majeure does not include financial inability to perform an obligation required by this Consent Order or a failure to achieve compliance applicable regulatory permits.

Respondent shall notify the Division verbally within 48 hours (or no later than the beginning of the next business day if the expiration of the 48 hours occurs on a weekend or holiday) from the time Respondent learns, or in the exercise of reasonable diligence should have learned, of any Force Majeure circumstances that may reasonably be expected to cause a schedule or performance delay. Within 10 days of such time, Respondent shall submit to the Division a written notice of as to the anticipated length (if known) and cause of any delay due to Force Majeure. Failure to so notify the Division shall constitute a waiver of any claim to Force Majeure.

The Respondent and the Division agree to negotiate informally and in good faith to identify delays resulting from Forces Majeure. Respondent shall comply with the Division's determination as to the appropriate time period to be excused by Force Majeure, which shall be communicated to Respondent in writing. In the event that any circumstance or series of circumstances cause the schedule to extend over thirty (30) calendar days, Respondent and the Division shall meet formally to assess the overall schedule impact and attempt to mitigate same. Any Force Majeure or Forces Majeure that cause the schedule to extend over sixty (60) consecutive days shall be noticed to the citizens of Fannin County in a form to be determined by the Division.

If the Division determines that Force Majeure has occurred, the affected time for performance specified in this Consent Order shall be extended for a period of time equal to the delay resulting from such Force Majeure. Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

This Order does not waive the Director's right to take further enforcement action against Respondent, or imply that the Director will not take such action, either for (1) the violations alleged herein if Respondent fails to fully comply with the conditions of this Order, or (2) violations not alleged herein based on any other relevant requirements of this Order, the law, rules, and permit(s). Issuance of this Order does not waive the Director's right to use the violations alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

This Order is executed and entered solely for the purpose of resolving and disposing of the alleged violations set forth herein and does not constitute a finding, adjudication, or evidence of a violation of any law, rule, or regulation by Respondent, and, by consenting to this Order, Respondent does not admit to any factual allegation contained herein or to any violations of State laws. In addition, this Order is not intended to create and it shall not be construed or otherwise deemed to recognize or create any claim, right, liability, estoppel, or waiver of rights in favor of any third-party or parties.

By agreement of the parties, this Order shall have the same force and binding effect as a Final Order of the Director, and shall become final and effective immediately upon its execution by the Director. The parties further agree that this

Order shall not be appealable by Respondent, and Respondent hereby waives its right to initiate any administrative or judicial hearing on the terms and conditions of this Order.

Unless modified or terminated by a subsequent order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

It is so ORDERED, CONSENTED, and AGREED to this _____ day of _____ 20__.

FOR RESPONDENT:

BY: Donna Whitener (signature)

NAME: Donna Whitener (printed)

Mayor

TITLE: _____

7-21-17

DATE: _____

FOR THE DIVISION:

Richard E. Dunn,
Director



Matchpoint Water Asset
Management Inc.
PO Box 12448
Wilmington, NC 28405

Estimate

Date	Estimate #
6/30/2017	193

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

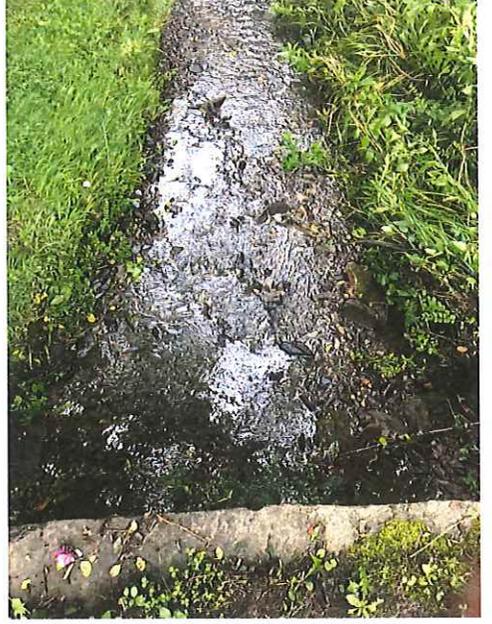
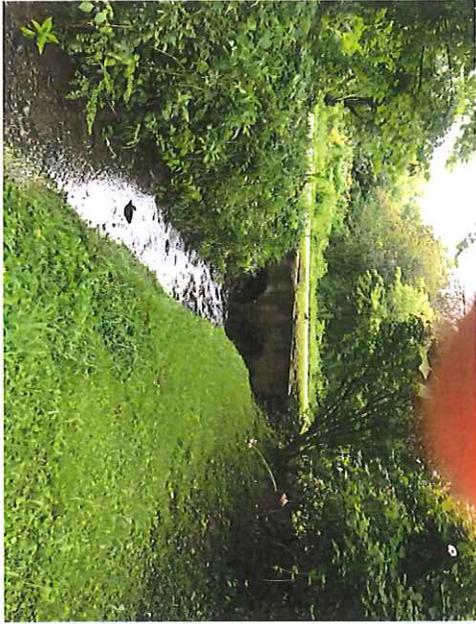
			Project
Description	Qty	Cost	Total
15 insertion flowmeter Mini HydrINS2 NPT "insertable length 150mm/6"	1	4,725.00	4,725.00
1" NPT gauge pipe internal diameter up to 500mm/20"	1	765.00	765.00
Data telemetry unit 2 IDU	1	1,800.00	1,800.00
Magnetic Antenna DIPOLE for DTU2 Bulgin connectors cable 3m overnould for DTU2	1	126.00	126.00
Cable between DTU2 and HydrINS2 with connectors 5m (15 ft) in length	1	220.50	220.50
PDCR UNIK 0.2% - 20 Bar - 100mV output-cable 3m (9ft) for DTU2-1	1	490.50	490.50
Military connector pressure sensor to DTU2	1	120.00	120.00
Quickfit connectors for DTU2	1	15.00	15.00
USB Communication cable lead for DTU / PC; 3m (9ft) bulgin connector	1	220.50	220.50
<p>***This pricing reflects a 10% discount on all items. This quote is good for 30 days.</p> <p>***Shipping and Handling is not included in the pricing and would be added prior to invoicing.</p>			
Total			USD 8,482.50

\$6,682.50

Phone #	Fax #
910-509-7225	910-509-7226

Customer Signature _____

Web Site
www.matchpointinc.us





Carter & Sloope

CONSULTING ENGINEERS

July 20, 2017

Honorable Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

SUBJECT: Blue Ridge, Georgia
Downtown Water System Improvements – Phase I
C&S Project No.: B7970.013 (Black)

Dear Mayor Whitener:

After discussions with the City and Holloway Trenching, LLC, it is recommended that a change order be executed to extend the above subject project. The extension will consist of the installation of approximately 600 linear feet of 6" D.I. pipe at the corner of East Main Street and East 1st Street. The existing water main runs behind a private building in a wooded, heavily sloped area, creating an accessibility concern in the event of a maintenance problem with the main. Additionally, due to topography and the proximity of the water main to the private building, it is believed that a leak or break in the water main would cause significant damage to the building. The new line would be installed in the East Main Street and East 1st Street right of way and the line behind the building would be abandoned.

We believe that the above mentioned improvements will alleviate the maintenance and liability concerns associated with the current placement of the water main. Based on our discussions with Holloway Trenching and existing water main information from City records, Carter & Sloope, Inc. recommends that a lump sum amount of \$40,000 for labor and materials be added to the contract for Holloway Trenching, LLC in order to construct the above mentioned improvements.

Please call if you have any questions or need any additional information.

Sincerely,

CARTER & SLOOPE, INC.

Brittany Bradley, E.I.T.

Cc: Mrs. Rebecca Harkins, City of Blue Ridge
Mrs. Alicia Stewart, City of Blue Ridge
Mr. Roy Parsons, City of Blue Ridge
Mr. Jeff Holloway, Holloway Trenching, LLC
File



Carter & Sloop

CONSULTING ENGINEERS

July 20, 2017

Honorable Donna Whitener
City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

SUBJECT: Blue Ridge, Georgia
Downtown Water System Improvements – Phase II
C&S Project No.: B7970.013

Dear Mayor Whitener:

As you are aware, bids were received and opened for the above subject project on May 14, 2017 at 11:00 am. A total of two (2) bids were received and Holloway Trenching, LLC with a base bid of \$464,649.42 was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Holloway Trenching, LLC	\$464,649.42	---
2. Mullins Utility & Contracting, LLC	\$548,541.75	18.05%

Carter and Sloop has coordinated with the City and the Contractor and proposes the following changes to the contract in order to decrease the construction cost:

1. Remove the section of water line to be installed on Church Street between East Main Street and West Main Street from the construction scope. We believe that by eliminating this section of water line installation, the project costs will be decreased without sacrificing the quality of the finished project.
2. Acceptance of the alternative bid price for Class "A" Pavement Replacement (2" over 4") in locations where asphalt patching is required outside of the travel lanes. The Class "A" Pavement Replacement (2" over 8") will still be installed where pavement patching will be required in travel lanes.

The proposed adjustments will make the following changes to the contract price:

<u>Action</u>	<u>Change</u>
1. Reduce Item 2 by 254 LF (6" D.I. Water Main)	-\$13,459.46
2. Reduce Item 11 by 60 LF (Jack & Bore w/ 12" Steel Casing)	-\$14,880.00
3. Reduce Item 12 by 78 LF (12" Steel Casing Installed by Open Cut)	-\$4,836.00
4. Reduce Item 21 by 419 LF (Class "A" Pave. Repl., 2" over 8")	-\$32,870.55
5. Reduce Item 22 by 6 LF (Concrete Replacement)	-\$180.00
6. Reduce Item 24 by 1 EA (Tie to Ex. 6" Water Main Stub-out)	-\$200.00

7. Reduce Item 32 by 4 EA (Inlet Sediment Traps)	-\$400.00
8. Eliminate Item 35 (Allowance for Milling and Overlay)	-\$50,000.00
9. Incorporate 260 SY of Alt. Bid Item 1 (2" Over 4" Pave. Patch)	\$16,900.00
10. Increase Item 22 by 184 LF (Concrete Replacement)	<u>\$5,520.00</u>
	-\$94,406.01

These changes would reduce the low bid amount to a revised Total Base Bid of \$370,243.41.

After review, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project and has successfully completed similar projects. **Carter & Sloope therefore recommends the project be awarded to Holloway Trenching, LLC contingent upon the execution of a contract change order that reflects a revised Total Base Bid amount of \$370,243.41.** After discussion with the City, it was determined that the reimbursement of contingencies from the USDA loan in combination with funds from the water and sewer surcharge account would be sufficient to fund the above stated amount.

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from FCCI Insurance Company, a surety company listed in the U.S. Treasury Circular #570. FCCI Insurance Company is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. FCCI Insurance Company has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

We are enclosing one (1) copy of the "Bid Opening Form", "Bid Opening Attendance", and the certified "Bid Tabulation" for your records.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.



Brittany Bradley, E.I.T.

Encl: Bid Opening Form – 1 copy
 Bid Opening Attendance – 1 copy
 Certified Bid Tabulation – 1 copy

Cc: Mrs. Rebecca Harkins, City of Blue Ridge (w/ 1 copy of each)
 Mrs. Alicia Stewart, City of Blue Ridge (w/ 1 copy of each)
 Mr. Roy Parsons, City of Blue Ridge (w/ 1 copy of each)
 File (w/ 1 copy of each)

June 14, 2017

11:00 A.M.

**Bid Opening
for the**

City of Blue Ridge Downtown Water System Improvements, Phase II

C&S Project No.: B7970.013

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

ENGINEER: Carter & Sloope, Inc.
115 Woodland Way, Ste.
Canton, GA 30114



CONTRACTOR	10% BID BOND OR CERT. CHECK	ADD. NO. 1	ADD. NO. 2	BASE BID
Holloway Trenching, LLC 492 Windy Ridge Rd. Blue Ridge, GA 30513	/	✓	✓	\$ 404,020.09
Mullins Utility & Contracting 1045 Pleasant Hill Rd. Jasper, GA 30143	✓	✓	✓	\$ 548,541.75
RDJE, Inc. 679 Hwy 29 S. Suite A Newnan, GA 30263	NO BID			

**BID TABULATION FOR ALL BIDS
RECEIVED AT THE BLUE RIDGE CITY HALL
ON WEDNESDAY, JUNE 14, 2017 AT 11:00 A.M.
PROJECT: DOWNTOWN WATER SYSTEM IMPROVEMENTS, PHASE II
C&S PROJ. NO.: B7970.013**

Mullins Utility & Contracting, LLC. Holloway Trenching, LLC.
1045 Pleasant Hill Road 839 Adra Road
Jasper, GA 30142 Morganton, GA 30560

Item	Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
1	1,460	LF	6" PVC Water Main (C900 DR 18) w/ Accessories	\$45.00	\$65,700.00	\$48.09	\$70,211.40
2	1,515	LF	6" D.I. Water Main w/ Accessories	\$51.00	\$77,265.00	\$52.99	\$80,279.85
3	1,750	LBS	Ductile Iron Fittings (Domestic, Compact Weight)	\$7.50	\$13,125.00	\$6.00	\$10,500.00
4	4	EA	6"x6" Tapping Sleeve & Gate Valve w/ Box	\$3,000.00	\$12,000.00	\$2,900.00	\$11,600.00
5	14	EA	6" Gate Valve w/ Box and Concrete Pad	\$970.00	\$13,580.00	\$1,025.00	\$14,350.00
6	1	EA	3" Gate Valve w/ Box and Concrete Pad	\$780.00	\$780.00	\$860.00	\$860.00
7	1	EA	1" Ball Valve w/ Box and Concrete Pad	\$410.00	\$410.00	\$366.37	\$366.37
8	8	EA	3-Way Fire Hydrant	\$3,400.00	\$27,200.00	\$3,300.00	\$26,400.00
9	43	LF	6" D.I. Hydrant Lead	\$50.00	\$2,150.00	\$48.45	\$2,083.35
10	6	EA	Remove Existing Fire Hydrant & Plug 6" Valve	\$600.00	\$3,600.00	\$500.00	\$3,000.00
11	120	LF	Jack & Bore w/ 12" Steel Casing for Railroad Crossings*	\$250.00	\$30,000.00	\$248.00	\$29,760.00
12	292	LF	12" Steel Casing Installed by Open Cut	\$110.00	\$32,120.00	\$62.00	\$18,104.00
13	192	LF	6" Freebore	\$80.00	\$15,360.00	\$85.00	\$16,320.00
14	1	EA	Transfer Existing 2" or 3" Service (Longside)	\$3,800.00	\$3,800.00	\$1,500.00	\$1,500.00
15	1	EA	Transfer Existing 1" Service (Longside)	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
16	12	EA	Transfer 3/4" Metered Service (Longside)	\$1,600.00	\$19,200.00	\$1,100.00	\$13,200.00
17	10	EA	Transfer 3/4" Metered Service (Shortside)	\$1,000.00	\$10,000.00	\$700.00	\$7,000.00
18	50	LF	2" or 3" Copper Service Tubing	\$39.00	\$1,950.00	\$65.00	\$3,250.00
19	50	LF	1" Copper Service Tubing	\$14.00	\$700.00	\$15.00	\$750.00
20	408	LF	3/4" Copper Service Tubing	\$12.50	\$5,100.00	\$14.00	\$5,712.00
21	521	SY	Class "A" Pavement Replacement (2" over 8")	\$135.00	\$70,335.00	\$78.45	\$40,872.45
22	280	LF	Concrete for Sidewalk, Driveway, Curb & Gutter Replacement	\$85.00	\$23,800.00	\$30.00	\$8,400.00
23	92	LF	Gravel Replacement	\$50.00	\$4,600.00	\$4.00	\$368.00
24	2	EA	Tie to Existing 6" Water Main Stubout	\$2,600.00	\$5,200.00	\$200.00	\$400.00
25	4	EA	Cut, Cap, and Abandon Existing 6" Water Main and Valves	\$2,000.00	\$8,000.00	\$500.00	\$2,000.00
26	1	EA	Cut, Cap, and Abandon Existing 4" Water Main and Valves	\$1,800.00	\$1,800.00	\$500.00	\$500.00
27	2	EA	Cut, Cap, and Abandon Existing 2" & Smaller Water Mains and Valves	\$1,400.00	\$2,800.00	\$500.00	\$1,000.00
28	3	EA	Concrete Valve Markers	\$85.00	\$255.00	\$50.00	\$150.00
29	323	LF	Thermoplastic Pavement Striping Replacement	\$7.25	\$2,341.75	\$7.00	\$2,261.00
30	1,738	LF	Grassing & Mulching	\$2.50	\$4,345.00	\$2.00	\$3,476.00
31	1,125	LF	Silt Fence-Type A	\$3.00	\$3,375.00	\$3.00	\$3,375.00
32	21	EA	Inlet Sediment Traps	\$200.00	\$4,200.00	\$100.00	\$2,100.00
33	50	CY	Rock Removal Base Cost	\$20.00	\$1,000.00	\$20.00	\$1,000.00
34	25	CY	Rock Removal Premium Cost	\$50.00	\$1,250.00	\$100.00	\$2,500.00
35	1	LS	Allowance for Milling and Overlaying Existing Asphalt Pavement	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
36	1	LS	Undisclosed Supplemental Work Allowance (at Engineer's discretion)	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Total Base Bid:					\$548,541.75		\$464,649.42

Noted and Corrected:

1. Due to an arithmetic error in the total price of Item 29, Holloway Trenching LLC's sum for Item 29 was changed from \$1,624.00 to \$2,261.00.
2. Due to an error in the summation of the Total Base Bid, Holloway Trenching LLC's Base Bid was changed from \$464,021.09 to \$464,649.42.
3. Due to an arithmetic error in the total price of the Alternative Bid Items, Holloway Trenching LLC's sum for Item 1 was changed from \$33,872.45 to \$33,870.21.
3. Due to an arithmetic error in the total price of Item 16, Mullins Utility and Contracting LLC's sum for Item 16 was changed from \$1,600.00 to \$19,200.00.
4. Due to an arithmetic error in the total price of Item 25, Mullins Utility and Contracting LLC's sum for Item 25 was changed from \$2,000.00 to \$8,000.00.

Alternative Bid Items:

Item	Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price
1	521	SY	Class "A" Pavement Replacement (2" over 4")	\$115.00	\$59,915.00	\$65.01	\$33,870.21

I hereby certify that this Bid Tab is a true and accurate representation of the proposals received on June 14, 2017.

Brittany Bradley
Brittany Bradley, E.I.T.

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 1, 2017 at 11:00 a.m.

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

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member 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 announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Parking Ordinance Amendment (First Reading):

The Mayor and Council were presented the Parking Ordinance Amendment (attached) for the first reading of the ordinance amendment. Mayor Donna Whitener read the first paragraph of the ordinance. Council Member Angie Arp made a motion to approve the first reading of the Parking Ordinance Amendment. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-1 with Council Member Rhonda Thomas opposed. Motion carried.

5) Approval of Paving Bid / City Streets:

The City received two bids for the advertised phase I of street paving throughout the City. The two bids were submitted by Colwell Construction Company, Inc. in the amount of \$435,876.34 (attached) and Johnson Paving in the amount of \$232,000.00 (attached). Council Member Angie Arp made a motion to award the bid to Johnson Paving in the amount of \$232,000.00. Mayor Donna Whitener questioned the number of streets listed on each bid since the bids displayed a discrepancy in the number of streets that were priced. Roy Parsons informed the Mayor and Council that this must be a typing mistake since both paving companies were given a list of fifteen (15) streets originally and that two streets were removed prior to the bids being submitted. Council Member Angie Arp requested that Council Member Rodney Kendall play a video that Council Member Rhonda Thomas made on Facebook concerning Davis Street. The Mayor and

City of Blue Ridge

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Council watched the video. While the video was being played the allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After the video ended, Council Member Rhonda Thomas stated that she wanted to explain the video since it was her video. Council Member Angie Arp disagreed with Council Member Rhonda Thomas wanting to speak since she was included in calling the meeting and wanted to address the comments made in the video and make a statement. Council Member Angie Arp and Council Member Rhonda Thomas argued about who would get to speak first. Council Member Angie Arp made a motion for herself to speak on the video made by Council Member Rhonda Thomas that she wanted to present to the Council. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Council Member Harold Herndon did not vote on this motion. Council Member Angie Arp read a prewritten statement (attached). Council Member Rhonda Thomas made a statement about Council Member Angie Arp creditability in regards to an ad in the newspaper as well as statements made on the stand during the Ada Street, LLC trial. After brief discussion, Council Member Angie Arp made a motion to move on. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

6) Pack Property Lease and Parking:

Council Member Angie Arp gave an update on the Pack Property Lease and parking. She mentioned that from her communications that the Railroad is not interested in assisting the City with parking solutions, but that it would direct its customers to the Pack Property if the City proceeded with this solution. She explained that the City could pay the lease payments with what it collects in charging for parking. She continued to discuss paid parking at the municipal parking lot off of Mountain Street and limited parking in the Central Business District and briefly discussed shuttle services and explained that the City would probably not be offering the service directly. Council Member Angie Arp explained that she has discussed with an individual what would have to be done to get the Pack Property ready and the cost associated with such. She explained that it would take 7-10 days to clear the lot, costing \$8,000-\$12,000, not including the expense of silk fence and graveling. She explained that the total cost for preparing this lot would be about \$20,000. Council Member Angie Arp explained that she did not need a motion at this time but wanted the Council to be thinking. The Mayor and Council discussed due diligence and a contract with the option to lease between the City and Packs. The allotted time limit expired, Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. The Mayor and Council discussed the due diligence period and what is to be included in said due diligence. Council Member Angie Arp wanted to confirm that the Council is in agreement with spending up to \$2,000/month for the Pack Property. The Council was in agreement with this amount. The allotted time limit expired without a motion to extend time although discussion continued. The Mayor and Council discussed permitting requirements with Engineer Matt Smith. The Mayor and Council requested that Mr. Smith provide the City with a map to show detail of the Pack Property as part of their due diligence.

City of Blue Ridge

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7) Storm Drains:

Council Member Angie Arp and Matt Smith presented information in regards to flooding issues downtown. Mr. Smith presented the Mayor and Council with a map (attached) prepared by Carter & Sloope. Discussion occurred in regards to above ground and underground tanks located on the City's property and the McClure's property. The allotted time limit expired. Council Member Angie Arp made a motion to allow an additional five minutes for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. The Mayor, Council and Mr. Smith continued discussion and agreed that the section at the end of East Main Street would be the least invasive and should be completed first. The second allotted time limit expired. Council Member Angie Arp made a motion to allow additional time for discussion. The Council did not make a second or vote to extend time due to an interruption by Mr. Bill Ryan who was sitting in the public and began talking to the Mayor and Council. Council Member Angie Arp asked Mr. Smith to decide what would be the most cost effective solution for the City. Council Member Angie Arp and Mr. Smith discussed obtaining easements from the surrounding property owners. The Council gave Mr. Smith permission to proceed with the storm water issues.

8) City Parks:

Council Member Angie Arp asked the Council to consider upgrading the playground at the City Pool.

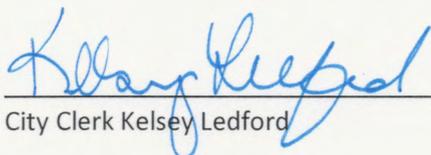
Council Member Bruce Pack made a statement prior to adjournment. He wanted clarify that he is in favor of paving any road in the City that is in need of paving.

9) Adjournment:

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



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

5) Approval of Paving Bid/ City Streets:

The City received two bids for the advertised phase I of street paving throughout the City. The two bids were submitted by Colwell Construction Company, Inc. in the amount of \$435,876.34 (attached) and Johnson Paving in the amount of \$232,000.00 (attached). Council Member Angie Arp made a motion to award the bid to Johnson Paving in the amount of \$232,000.00. Mayor Donna Whitener questioned the number of streets listed on each bid since the bids displayed a discrepancy in the number of streets that were priced. Roy Parsons informed the Mayor and Council that this must be typing mistake since both paving companies were given a list of fifteen (15) street originally and that two streets were removed prior to the bids being submitted. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp requested that Council Member Rodney Kendall play a video that Council Member Rhonda Thomas made on Facebook concerning Davis Street. The Mayor and Council watched the video. While the video was being played the allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. After the video ended, Council Member Rhonda Thomas stated that she wanted to explain the video since it was her video. Council Member Angie Arp disagreed with Council Member Rhonda Thomas wanting to speak since she was included in calling the meeting and wanted to address the comments made in the video and make a statement. Council Member Angie Arp and Council Member Rhonda Thomas argued about who would get to speak first. Council Member Angie Arp made a motion for herself to speak on the video made by Council Member Rhonda Thomas that she wanted to present to the Council. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Council Member Harold Herndon did not vote on this motion. Council Member Angie Arp read a prewritten statement (attached). Council Member Rhonda Thomas made a statement about Council Member Angie Arp creditability in regards to an ad in the newspaper as well as statements made on the stand during the Ada Street, LLC trial. After brief discussion, Council Member Angie Arp made a motion to move on. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

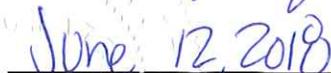
{Text underlined has been added as part of June 12, 2018 amendment}



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

FIRST READING: _____

PASSED: _____

AN ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PARKING SCHEDULES OF CHAPTER 72 OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE THAT CHAPTER 72 OF SAID CODE IS STRICKEN IN ITS ENTIRETY, AND A NEW CHAPTER 72 PROVIDING FOR RESTRICTED PARKING SHALL BE SUBSTITUTED IN LIEU THEREOF; TO PROVIDE FOR CERTAIN RESTRICTED PARKING UPON THE STREETS OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE PENALTIES FOR VIOLATION OF THE ORDINANCE; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution (1983), as amended, and pursuant to Section 1.12 (b) (15) of the City Charter, as amended, the City of Blue Ridge, Georgia, is authorized to regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the City;

WHEREAS, the City Council of the City of Blue Ridge, Georgia, finds that it is in the interest of the citizens of the City of Blue Ridge, Georgia, for the City to restrict parking upon certain streets of the City; and

NOW, THEREFORE, be it ordained by the City Council of the City of Blue Ridge, Georgia, and it is hereby ordained by the authority of the City Charter and the above-referenced authority as amended:

SECTION 1. AMENDMENT TO THE CODE OF THE CITY OF BLUE RIDGE.

This Ordinance shall amend the prior ordinances regarding restricted parking in the City of Blue Ridge, Georgia, and shall also amend the Code of Ordinances of the City of Blue Ridge, Georgia, known and designated as the "Code of Blue Ridge, Georgia." Although this ordinance amends the prior ordinance or ordinances regarding restricted parking within the City of Blue Ridge, Georgia, in order to facilitate public awareness of the provisions of the ordinances of the City of Blue Ridge, Georgia, the amendments of this ordinance shall be referenced to the arrangement of the Code of Ordinances.

SECTION 2. AMENDMENT TO CHAPTER 72 OF THE CODE OF ORDINANCES.

The ordinances regarding restricted parking within the City of Blue Ridge, Georgia, and as designated and referenced as Chapter 72 of the Code of Ordinances, are hereby amended as well as the Code of Ordinances, by striking in their entirety Chapter 72, and substituting in lieu thereof a new Chapter 72 and which shall read as follows:

CHAPTER 72: PARKING SCHEDULES

Schedule

- I. Restricted parking

SCHEDULE I. RESTRICTED PARKING.

(A) When appropriate signs giving notice thereof are erected, parking upon the following streets shall be limited to three hours, during the hours of 10:00 a.m. through 4:00 p.m., each day unless otherwise indicated:

- (1) East Main Street;
- (2) West Main Street.

The Public Works Department of the City of Blue Ridge, with input from the Police Department, shall be responsible for placing appropriate signage reflecting the restricted parking, and with that signage covering the distance from Church Street to Mountain Streets on East Main Street and the distance from the Depot to the last business on West Main Street. The determination of the placement and number of signs within this area is left to the discretion of the Public Works Director of the Public Works Department.

(B) No large trucks, trailers, or vehicles of similar size shall be parked on the following streets for a period of longer than three hours at a time, during the hours of 10:00 a.m. to 4:00 p.m. each day, and where signage indicates:

- (1) East Main Street;
- (2) West Main Street;

The Public Works Department of the City of Blue Ridge, with input from the Police Department, shall be responsible for placing appropriate signage reflecting the restricted parking, and with that signage covering the distance from Church Street to Mountain Streets on East Main Street and the distance from the Depot to the last business on West Main Street. The determination of the placement and number of signs within this area is left to the discretion of the Public Works Director of the Public Works Department.

(C) Parking of vehicles shall be prohibited on the east side of State Route 5 Business from milepost 3.75 (Carter Street) to milepost 3.80 (Messer Street), a distance of 0.05 miles. The above described roadway is designated as a “No Parking Zone.”

(D) No vehicle shall be parked within 15 feet of any fire plug or intersection in the city. ('79 Code, § 11-101(2))

(E) Any person that shall plead guilty to a violation of the provisions of this chapter, without an appearance before the Municipal Court of the City of Blue Ridge, Georgia, or any other court of proper jurisdiction, shall pay a fine for the particular offense as set and provided by the current fine schedule which has been approved by the Municipal Court of the City of Blue Ridge, Georgia, or other court of appropriate jurisdiction. Any person having been found guilty of a violation of the provisions of this chapter by the Municipal Court of the City of Blue Ridge, Georgia, or any other court of proper jurisdiction shall be assessed a fine, penalty, or punishment up to the maximum fine, penalty, or punishment or any combination thereof, as provided by the Charter of the City of Blue Ridge, Georgia, as amended, or as provided by state law, and as determined to be appropriate in the discretion of the Judge of the Municipal Court of the City of Blue Ridge, Georgia or other court of proper jurisdiction.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

All prior ordinances, or all parts of 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 any provision of 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 4. 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 affect 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, 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 5. EFFECTIVE DATE.

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

SO ORDAINED this _____ day of _____, 2017.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Councilperson

Councilperson

Councilperson

Councilperson

Attest: _____
Councilperson

Kelsey Ledford, City Clerk

RDS/jbp/2881/199988



Colwell Construction Company

Colwell Construction Company, Inc.

PO Box 850

Blairsville, GA 30514

Contact: Luke Colwell

Phone: 706.745.6239

Fax: 706.745.9582

JOB NAME: 14 Various Roads
OWNER City of Blue Ridge
CONTRACT # Street Repaving & Repairing Contract

QUOTE TO: CITY OF BLUE RIDGE
CONTACT: ROY PARSONS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	mobilization	1.00	LS	3,514.00	3,514.00
2	Asphalt	2,500.00	TON	124.47	311,175.00
3	Milling	8,000.00	SY	12.91	103,280.00
4	Traffic Control	1.00	LS	9,507.34	9,507.34
5	Adjust Manhole, for Paving	2.00	EA	525.00	1,050.00
6	Adjust Frame and Grate, For Paving	2.00	EA	525.00	1,050.00
7	Adjust Water Valve, For Paving	4.00	EA	350.00	1,400.00
8	Striping	10,000.00	LF	0.49	4,900.00
GRAND TOTAL					\$435,876.34



QUOTE

QUOTE NO
5536

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
8/24/2017	Blue Ridge 2017 street repaving and repair	7/26/2017

DESCRIPTION	UNIT PRICE	EXTENDED
Paving 13 items from List of Streets for Bidding Purposes for City of Blue Ridge (originally 15 items reduced to 13)	0.00	0.00
Installation and Compaction of Asphalt (includes restriping, milling in some areas, traffic control and tack coat)	232000.00	232,000.00

TOTAL QUOTED PRICE: 232,000.00

* means item is non-taxable



QUOTE

QUOTE NO
5536

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
8/24/2017	Blue Ridge 2017 street repaving and repair	7/26/2017

The Following Notes Apply:

1. No erosion control costs are included.
2. No materials field testing costs are included.
3. No costs are included for the removal and replacement of any unsuitable or unstable soil materials if possibly encountered within the existing sub-grade area.
4. Johnson Paving, LLC assumes no responsibility for any possible settlement that may occur due to unsuitable or unstable subgrade or base material
5. No costs are included for any pavement edge or curb backfill and/or landscaping.
6. Final billing quantities will be calculated by the completed project measurements.
7. Asphaltic Concrete unit prices are as per current material quotation unit prices and are subject to possible change. Any possible increases would be due primarily to the continued volatility and the rising costs of asphalt bitumen and fuel used in the manufacture of all asphalt products.
8. All quantities quoted are based on averages. Asphalt thickness may vary throughout the project.

We propose to furnish all materials, labor and equipment in complete accordance with the above specifications and payment is to be made as invoiced. Please sign, date, and return within 30 days if the above bid is acceptable. We appreciate the opportunity to furnish this bid to you and look forward to a continued business relationship.

Yours truly,

JOHNSON PAVING, LLC

Earl W. Johnson

DATE OF ACCEPTANCE

08-01-17

PRINTED NAME

Kelsey Ledford

AUTHORIZED SIGNATURE

Kelsey Ledford

I want to play and comment on a video made by council member Thomas speaking about her concern for Davis Street. I first want to say I do respect MS Thomas's right to her opinion and her freedom of speech right, but I personally think her criticism of three fellow council members was without merit and was not warranted. Bruce and I have been working and planning for the past three years for East Main Street repairs and for the past six months for street repairs throughout the rest of the city. We have been very forthright about our concerns and plans for all streets, even though neither of us were elected to oversee the street department, we have taken it upon ourselves for the good of this city. With little or no attempts or support in the past seven years to take any action toward repairing East Main Street, even knowing the condition was damaging cars due to large pot holes and even knowing there were many incidents of people falling and getting injured due to the pot holes and poorly patched areas, MS Thomas is now taking a bold stand for repairing Davis Street. MS Thomas should have shown as much concern for all city streets not just the demonstrated concern for Davis Street, certainly since she was elected to the street department post. Bruce and I were not elected to the street department as MS Thomas was, but we both have spent hours, days, weeks and months on working and planning for street improvements throughout the city.

I am going to address MS Thomas question as to why the council didn't second her motion, the answer is the council didn't think we should go to the expense of hiring an engineer before being completely sure it was necessary. This street as many city streets doesn't have curb and gutter so should the council take MS Thomas word that it needs it now. Since city drains and ditches have not had proper maintenance for years, it could be as simple as cleaning the drain ditch out and repaving the street. Also this council is reluctant to taking MS Thomas word regarding city business, the record reflects MS Thomas word is often not factual and her word has resulted in costing the tax payers thousands of dollars, at a large price we have learned to do research first.

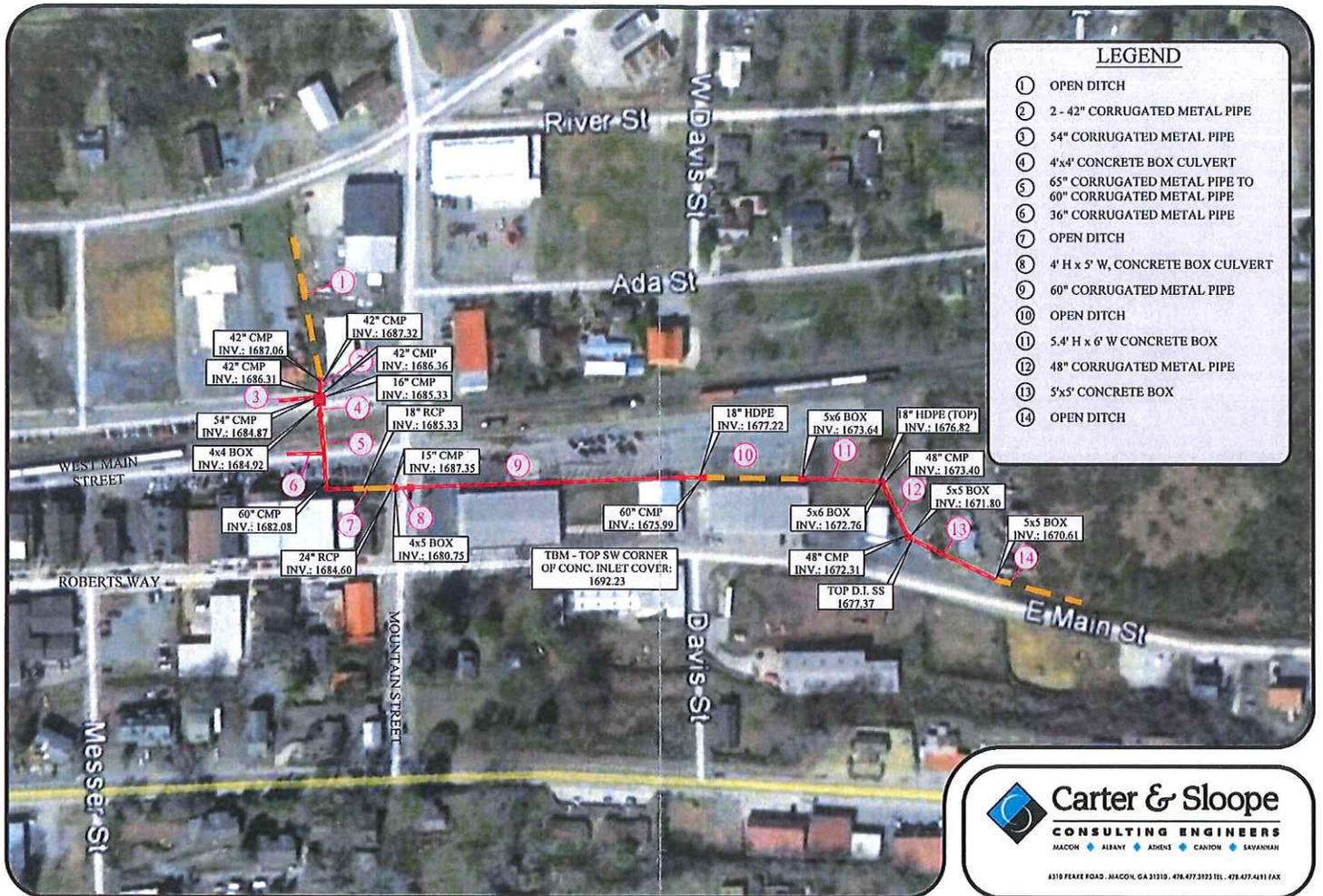
Also MS Thomas directly ask me "Angie why did you take the road off the list to be paved, now it could be because MS Arp is in a lawsuit or was with Ada Street" "even if she has personal feeling against them she shouldn't let residents suffer because of that"

The answer to why Davis Street was taken off the paving list was for the same reason West First Street was taken off the list. Since Bruce and I have been working and planning for street repairs for months now, we decided to get the bid cost for all the relatively minor street repairs first and wait till after we found out what their cost was before we started on the streets that would require more extensive work. The plan was once we received the bid for the bulk of the street repairs we would work toward other streets such as Davis and West First Street as well as any other streets we may have missed. We planned to get as much street work done as our budget would allow, beginning with streets we thought were priority.

MS Thomas also made the statement that I may not have paved this street because of personal feeling against Ada Street. My response to that is the only personal feelings relating to a council member and Ada Street was Ms Thomas personal desire she had to help her campaign supporter at the expense of the tax payers, when she testified on Ada Street's behalf against the city and fellow council members. And the court ruled there was no evidence of personal dislike for any Ada Street member on my behalf, but the lawsuit trial did find MS Thomas to be untruthful and that the only person that could be charged with dislike for someone was the dislike Ms Thomas professed under oath in court to have for me. Isn't this video just another demonstration of Ms Thomas personal contentment for me and this council, rather than her concern for the residents and one street in the city. This is the only street I can recall MS Thomas has had any concern about since I have been in office.

MS Thomas mentioned she thought it was unfair of me to deny paving Davis Street because she claims I had a personal issue with Ada Street members, but she wasn't concerned about being fair to these same residents when she supported allowing commercial encroachment into their residential neighborhood against what they wanted and she wasn't concerned about the thousands of dollars it cost these residents and the city when MS Thomas supported her friends and campaign supporters in a lawsuit against the city.

Lastly MS Thomas could you explain to this council why you felt compelled to make this video criticizing all of us, when you didn't even know the facts relating to the subject and you didn't even bother to contact any of us to find out what the plans were for this street.



LEGEND

- ① OPEN DITCH
- ② 2 - 42" CORRUGATED METAL PIPE
- ③ 54" CORRUGATED METAL PIPE
- ④ 4'x4' CONCRETE BOX CULVERT
- ⑤ 65" CORRUGATED METAL PIPE TO 60" CORRUGATED METAL PIPE
- ⑥ 36" CORRUGATED METAL PIPE
- ⑦ OPEN DITCH
- ⑧ 4' H x 5' W, CONCRETE BOX CULVERT
- ⑨ 60" CORRUGATED METAL PIPE
- ⑩ OPEN DITCH
- ⑪ 5.4' H x 6' W CONCRETE BOX
- ⑫ 48" CORRUGATED METAL PIPE
- ⑬ 5'x5' CONCRETE BOX
- ⑭ OPEN DITCH

Carter & Sloope
 CONSULTING ENGINEERS
 MACON • ALBANY • ATHENS • CANTON • SAVANNAH
 8318 PEAKE ROAD • MACON, GA 31210 • 478-477-3123 TEL • 478-477-4181 FAX

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 17, 2017 at 10:30 a.m.

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

- 1) Call Meeting to Order:
Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.
- 2) Prayer and Pledge of Allegiance:
Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.
- 3) Council Meeting Rules of Procedures:
Mayor Donna Whitener announced that the Rules of Procedures are available at the Council desk.
- 4) Approval of Minutes:
Council Member Rodney Kendall made a motion to approve the July 11, 2017 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.
- 5) 2017 General Election Poll Managers Appointment:
The Mayor and Council received a recommendation from the Election Superintendent as to appointments of the Poll Managers. Council Member Rodney Kendall made a motion to appoint Barbie Gerald as the Poll Manager and appoint Rebecca Harkins and Gina Quinton as the Assistant Poll Managers. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.
- 6) Fannin County and Joint Cities Service Delivery Strategy Agreement (Final Draft):
Council Member Rodney Kendall made a motion to approve the Fannin County and Joint Cities Service Delivery Strategy Agreement final draft. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried. The City representatives were informed by County representatives that a resolution would need to be passed. County Attorney, Lynn Doss agreed to write the resolution while the Council proceeded with the meeting. Council Member

City of Blue Ridge

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Rhonda Thomas made a motion to table the resolution approval until later in the meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

7) Carter & Sloope Task Release No. 13 (Water Meter Replacement, Phase IV):

Council Member Rodney Kendall made a motion to approve Carter & Sloope's Task Release No. 13 (attached) for the Water Meter Replacement, Phase IV. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

8) LifeForce Contract (Renew Contract):

The Mayor and Council discussed healthcare policies related to life fighting. Council Member Rodney Kendall made a motion to renew the LifeForce contract. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

9) Electric Shuttle Bus Ordinance (First Reading):

Mayor Donna Whitener read the first paragraph of the proposed Electric Shuttle Bus Ordinance. Council Member Rodney Kendall made a motion to accept the first reading of the ordinance. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

10) MatchPoint Estimate No. 200 (Leak Detection Services to be paid from the Water Loss Control Funds):

Mayor Donna Whitener discussed Utility Billing Supervisor Rebecca Harkin's request to allow up to \$14,000 to be spent between two contractors (MatchPoint and Holloway Trenching) for leak detection in 2017 at the discretion of Mrs. Harkins and that the services be paid for out of the Water Loss Control fund. Council Member Rodney Kendall made a motion to approve Mrs. Harkin's request. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

11) Carter & Sloope Invoice No. 22063:

Council Member Rodney Kendall made a motion to approve Invoice No. 22063 from Carter & Sloope in the amount of \$15,171.25 (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

12) EPD Invoice No. DW-2017-003320:

Council Member Rodney Kendall made a motion to approve EPD Invoice No. DW-2017-003320 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

City of Blue Ridge

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13) Water Treatment Plant:

Mayor Donna Whitener announced that Matt Smith and Alex Wiseman from Carter & Sloope would be attending the next Council Meeting.

14) Council Meeting/Charter:

Council Member Angie Arp made a motion to discuss this Council Meetings and Charter. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp discussed the City Charter and Open Meetings Act in relation to Special Called Meetings. Council Member Angie Arp read an email aloud that was received by her in regards to meetings. After reading the email the time limit expired, and the woman who wrote the email to Council Member Angie Arp stood up asked that Council Member Angie Arp read her own reply. Council Member Angie Arp made a motion to allow her to read her reply. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Angie Arp read her reply to this woman. The allotted time limit expired.

15) Correction to Misinformation and Issues Raised at August 8th Meeting:

Council Member Angie Arp made a motion to allow discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp discussed limited parking and the timeline of the Council's actions as well as the lease for the Pack Property. The allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp discussed voting procedures for the Council and the conflict of interest qualifications. The time limit expired. Council Member Angie Arp made a motion to allow an additional minute for discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp concluded her discussion.

16) Frank Moore Email:

Council Member Angie Arp made a motion to allow discussion. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried. Council Member Angie Arp explained that the email was in regards to the actions of the Council in relation to their meetings and the investigation of Jarrard & Davis. Council Member Angie Arp then read the recommendations of Jarrard & Davis. She also discussed Jarrard & Davis' findings in relations to the Mayor's residency.

Mayor Whitener read the Fannin County and Joint Cities Comprehensive Plan Resolution (attached). Council Member Rodney Kendall made a motion to approve the resolution. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

City of Blue Ridge

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17) Pack Property Lease and Parking:

Council Member Angie Arp stated that the City Attorney has written a lease for the pack property that incorporated the property owner's suggestions. She stated that the Council would just need to determine if they want to proceed with entering into the lease for the due diligence period. She clarified that a separate lease would need to be approved in order to actually lease the property for the intended use of using it for additional parking. Mayor Donna Whitener mentioned not assisting with the taxes on the property but instead paying a little higher rent per month. Mayor Donna Whitener and the property owner's attorney, Lynn Doss discussed the tax issue. They figured that the rent would be about \$200.00 more per month if the Council decided to do so. Council Member Rhonda Thomas stated that she would refrain from voting on this topic since she believed that it would increase the value of her property that she owns in that particular area. Council Member Angie Arp gave pricing on clearing the lot and informed that Council that it would be approx. \$40,000.00. Council Member Angie Arp then referenced communications from Carter & Sloope engineer, Matt Smith in regards to permitting requirements. Council Member Rhonda Thomas then discussed the proposed parking deck near City Hall (proposed placement attached). Council Member Angie Arp stated that she supported that idea but that it would cost a lot of money. Council Member Angie Arp stated that she was not going to say anything else about the pack property but that if anyone else wants to continue to proceed with it, then she will be in support. Council Member Angie Arp stated let's make some sort of decision at the next council meeting, one way or the other. Attorney Lynn Doss discussed a letter of indemnification and making revisions to the lease. This was understood to be brought back before the Council at a later meeting.

18) City Streets:

Council Member Angie Arp stated that Johnson Paving is to be starting the paving work that was approved by the Council sometime this week. Council Member Rhonda Thomas stated that they were actually starting today.

19) Storm Drains:

Council Member Angie Arp discussed a timeline for the storm drain project. Mayor Donna Whitener asked how the City would fund this project. Council Member Angie Arp discussed local funds and how the City could probably pay for the entire project with local funds. Mayor Donna Whitener asked if the City could apply for grants to fund this project. Council Member Rhonda Thomas agreed with Mayor Donna Whitener. Council Member Rhonda Thomas made a motion to allow Mayor Donna Whitener and staff to pursue grants for funding. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

20) City Park:

Council Member Angie Arp stated that the Council just needs to decide if they want to update the playground at the pool. She presented a design for the playground and asked the Council to review the design and to let her know if they want to proceed.

City of Blue Ridge

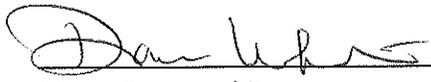
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21) Executive Session—Personnel:

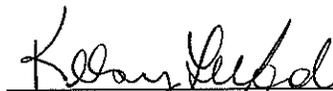
Council Member Rodney Kendall made a motion to close the meeting for an executive session to discuss personnel issues. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to come out of executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to give Steve Mull a \$0.39/hour raise. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried. Council Member Rodney Kendall made a motion to hire Joel Pack and Ricky Henry part-time at the Police Department at \$13.00/hour. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

22) 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

December 12, 2017
Approved

City of Blue Ridge

Task Release No. 13 Under
Master Engineering Services Agreement
Between the City of Blue Ridge and
Carter & Sloope, Inc.

Task Release

THIS 17 day of August 2017, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Water Meter Replacement, Phase IV

A. More specifically, the project includes the replacement of existing meters with new Sensus iPerl AMR meters, transmitters, AMI antennas/equipment, 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*	\$ 4,000.00
C	Permitting (EPD)	\$ 2,000.00
TOTAL FEE		\$ 17,000.00

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 and 00/100 dollars (\$ 17,000.00) 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:

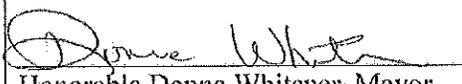
- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

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:

Rebecca Hurkins 706-632-2091
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>August 17</u> , 20 <u>17</u>



Plan Code: 9236

**AirMedCare Network Municipal Site Membership
For City of Blue Ridge, GA**

Organization: City of Blue Ridge, GA
Address: 480 W 1st St
Blue Ridge, GA 30513
Contact: Mayor Donna Whitener
Phone: 706-632-2091
Email: donna@cityofblueridgega.gov
County: Fannin

Membership Sales Manager/ Base: Jimmy Morse MT 13 HD

Covered Individuals and Transports:

Any individual whom resides within the boundaries of City of Blue Ridge, GA when transported for medical necessity by Med-Trans, Inc. (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be:
 - From a pickup location in Fannin County, GA;
- If the covered person transported is uninsured at the time of transport, Med-Trans, Inc. will bill the covered person at the "Medicare Allowable Rate" for the transport.

Fees:

City of Blue Ridge, GA will pay to AirMedCare Network a total of \$3,900.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of City of Blue Ridge, GA may elect to obtain a full household membership (which waives T&C exemptions listed above and included coverage outside the herein listed service area) for an additional \$35/year.

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment for the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Initial DW



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / EagleMed LLC / Med-Trans Corporation / REACH Air Medical Services, LLC —
These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

Page 2 of 3



Initial DW



Agreed to by:

Donna Whitener
Signature

Donna Whitener
Printed Name

Mayor
Title

City of Blue Ridge
Organization Name

August 17, 2017
Date

Signature

Keith Hovey
Printed Name

Vice President
Title

Membership
Division

Date



Initial DW

Special Stipulations

(1) Each AMCN participating provider shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, with \$2,000,000 of excess coverage (or such greater amount as may be required by applicable law).. Such coverage shall be maintained during the term of this Agreement. Proof of such coverage shall be provided to the City.

In addition to the insurance required hereinabove, in the event any AMCN participating provider subcontracts with any firm or individual for transport services in connection with the Agreement, AMCN shall require any and every such firm or individual to have and maintain the same level of Professional Liability Insurance under the same conditions.

(2) AMCN shall indemnify, defend (with mutually agreeable counsel) and hold harmless the City from and against all liability, claims, losses, costs, attorneys' fees, expert witness fees, all litigations costs, and all other expense to the extent arising out of, or resulting from, any negligence of AMCN or from the AMCN's breach of any term or condition of this Agreement.

(3) This Agreement shall be governed by the law of the State of Georgia. Any legal action under this Agreement filed by either AMCN or the City shall be filed in the Superior Court of Fannin County, Georgia, or applicable Federal court. AMCN expressly agrees that it shall be subject to the jurisdiction and venue of such courts for any such action.

(4) City, in City's discretion, may mediate, or arbitrate, any dispute arising under this Agreement. City is under no obligation to mediate or arbitrate, or both, any dispute arising under this Agreement. City shall have the right to resolve any dispute arising under this Agreement pursuant to litigation in a court of competent jurisdiction.

(5) Notwithstanding anything to the contrary contained herein, the City may, as its option, withhold making any payment and shall not be obligated to make any payment to the AMCN hereunder if one or more of the following conditions exist:

a. AMCN has failed to perform any of its obligations hereunder or otherwise, or is otherwise in default under any of the Contract Documents including but not limited to the Special Stipulations;

b. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, that such payment, subject to other provisions of these Contract Documents, shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not defective; or

c. AMCN has failed to make payment promptly to the AMCN's Subcontractors or for materials or labor used in the Work.

AMCN performance under the Agreement will be suspended during any time when the City has failed to make payment to AMCN for any reason.

(6) AMCN shall comply with the Equal Employment Opportunity federal and state laws, and shall not discriminate in the employment of any person based upon race, gender, color, creed or other protected classifications under federal and state law.

(7) AMCN shall verify its compliance with O. C. G. A. § 13-10-91, by providing an affidavit by an agent authorized to bind AMCN and which affirmatively states that the individual, firm or corporation which is contracting with City has registered with and is participating in the federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or

any equivalent federal work authorization program to verify information of newly hired employees]. AMCN will secure from each subcontractor that participates in the project, a similar verification of compliance and provide a copy of each such verification to City.

(8) AMCN shall meet the standard of care owed by medical transport providers similarly situated, and as to the scope of the work shall be that degree of care and skill and diligence ordinarily employed by the profession generally. In the event of a breach of standard of care by AMCN, then City or third party beneficiaries shall have all remedies allowed by law for said breach.

(9) AMCN represents that Erlanger Life Force (or another AMCN participating provider) has sufficient personnel and equipment in order to operate and reach a pickup location in Fannin County, Georgia during the term of the Agreement. All AMCN participating provider air ambulance services are subject to the terms and conditions of the Agreement.

(10) The "terms and conditions" attached to the Agreement is structured for an individual membership as opposed to a municipal site membership. The parties agree that it is their intent that upon the payment of the annual municipal site membership fee as provided by the Agreement by the City, that for the term of the Agreement insured individuals who reside within the boundaries of the City of Blue Ridge, Georgia, at the time of transport and who are transported from a pickup location in Fannin County, Georgia, will be treated the same as if they had paid the membership fee as provided by said terms and conditions. However, in order to receive the upgrade benefit, such individuals must pay the additional fee as provided by the terms of the Agreement.

(11) AMCN, including any AMCN participating provider, is not an employee or other agent of the City, but is an independent contract. The City will not direct AMCN in the manner

or method of providing services and AMCN shall be solely responsible for all of its professional decisions. AMCN is responsible for providing sufficient personnel and equipment to meet its obligations under the Agreement but has the full and complete right to determine the performance of its obligations under the Agreement.

(12) In order to provide an individual with AMCN to respond to issues regarding the Agreement, AMCN designates the following person as the contact for AMCN:

Mr. James (Jimmy) Morse
P. O. Box 948
West Plains, MO 65775
Phone: (423) 468-0988
Email: james.morse@amgh.us

AMCN will timely provide to the City any update necessary due to a change in contact information indicated hereinabove for AMCN.

(13) In order that the City can evaluate the effectiveness of the Agreement, AMCN shall provide reports as to the utilization (not including protected health information under HIPAA) of the services of AMCN by residents of the City, and with the first report being after six months from the beginning date of the Agreement, and the second and final report being ten months from the beginning of the Agreement.

ACCEPTED:

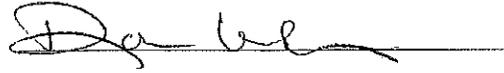
AMCN

By: _____
Keith Hovey, VP-Membership

Date: _____

CITY:

CITY OF BLUE RIDGE



Donna Whitener

Date: August 17, 2017

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

June 12, 2017
C&S Project No: B7970.013
Invoice No: 22063

C&S Project B7970.013 Downtown West Water Main Upgrades (TR 4)

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued contract administration and construction review for Phase I, preparation of construction plans and specifications of Phase II, and submission of permit info. Also included are additional engineering services required for the extension down East Main Street for Phase I, survey and plan preparation for June Walker loop, and survey and right-of-way research for Phase II extension from Chastain Street to College Street.

Engineering Services from February 12, 2017 to June 4, 2017

Task 001 Billing Phase I
Fee

Billing Phase	Fee	Percent Complete	Earned
Engineering Design	19,750.00	100.00	19,750.00
Permitting	5,000.00	100.00	5,000.00
Contract Admin/Constr. Review	8,450.00	80.00	6,760.00
Total Fee	33,200.00		31,510.00
		Previous Fee Billing	28,130.00
		Current Fee Billing	3,380.00
	Total Fee		3,380.00
		Total this Task	\$3,380.00

Task 002 Billing Phase II
Fee

Billing Phase	Fee	Percent Complete	Earned
Engineering Design	7,500.00	50.00	3,750.00
Permitting	2,000.00	50.00	1,000.00
Contract Admin/Constr. Review	8,500.00	0.00	0.00
Total Fee	18,000.00		4,750.00
		Previous Fee Billing	0.00
		Current Fee Billing	4,750.00
	Total Fee		4,750.00

Project	B7970.013	Downtown West Water Main Upgrades (TR 4)	Invoice	22063
			Total this Task	\$4,750.00

Task	003	Additional Services		
Professional Personnel				
			Hours	Rate
				Amount
Senior Engineer			5.25	160.00
Project Engineer I			3.25	105.00
Survey/ Wetlands Crew			15.00	200.00
Construction Inspector/Tech II			28.00	95.00
Party Chief			2.00	100.00
	Totals		53.50	7,041.25
	Total Labor			7,041.25
				Total this Task
				\$7,041.25
				Total this Invoice
				\$15,171.25

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk



**ENVIRONMENTAL PROTECTION DIVISION
DRINKING WATER INVOICE**

FIMS Account ID: 908
Customer Name: BLUE RIDGE WATER SYSTEM
Water System ID: GA1110000
Invoice Number: DW-2017-003320

Total Due : \$ 7,610.00

Bill To:
 BLUE RIDGE WATER SYSTEM
 HARKINS, REBECCA
 480 W. FIRST STREET
 BLUE RIDGE, GA 30513

Notification:
 Check Water System Information
gadrikingwater.net
Account Information:
TOTAL AMOUNT DUE ON 08/23/2017

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2017 - 06/30/2018	7/12/2017	\$ 7,610.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,610.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
6,112	84	1	C	SW	Coliform	\$ 1,010.00
					Chemical	\$ 6,600.00
Total :						\$ 7,610.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 7,610.00	\$ 7,610.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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	\$ 7,610.00	DW-2017-003320

DUE DATE:	08/23/2017
TOTAL AMOUNT DUE:	\$ 7,610.00
TOTAL AMOUNT PAID:	

BLUE RIDGE WATER SYSTEM
 HARKINS, REBECCA
 480 W. FIRST STREET
 BLUE RIDGE, GA 30513

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF BLUE RIDGE FOR THE PURPOSE OF
SUBMITTING THE UPDATED SERVICE DELIVERY STRATEGY FOR FANNIN COUNTY AND THE
CITIES OF BLUE RIDGE, MCCAYSVILLE, AND MORGANTON**

WHEREAS, Fannin County and the Cities of Blue Ridge, McCaysville, and Morganton adopted a Service Delivery Strategy pursuant to the requirements set forth by the General Assembly in House Bill 489 (Codified at OCGA 36-70-20), which document was last updated in 2013; and

WHEREAS, Fannin County and the Cities of Blue Ridge, McCaysville, and Morganton have reviewed the existing Service Delivery Strategy, and have made necessary updates to the Service Delivery Strategy agreements; and

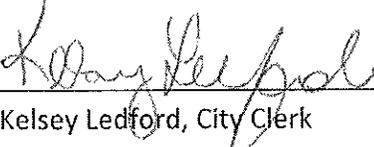
WHEREAS, the City of Blue Ridge finds it to be in the public interest to approve the updated Service Delivery Strategy and all included agreements;

NOW THEREFORE BE IT RESOLVED, and it is hereby resolved by the City of Blue Ridge that the update of the Service Delivery Strategy for Fannin County and the Cities of Blue Ridge, McCaysville, and Morganton is approved, that the transmission of the updated Service Delivery Strategy agreements attached hereto to the Department of the Community Affairs is approved, and that the Mayor of the City of Blue Ridge is authorized to execute this resolution and any necessary paperwork and to submit same to DCA.

SO RESOLVED this 17 day of August, 2017.

BY: 

Donna Whitener, Mayor
City of Blue Ridge

ATTEST: 

Kelsey Ledford, City Clerk
City of Blue Ridge



Parking Deck

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 25, 2017

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

1) Call Meeting to Order:

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

2) Prayer and Pledge of Allegiance:

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

3) Council Meeting Rules and Regulations

Mayor Pro Tem Rodney Kendall announced that the Council Meeting Rules of Procedures were available on the Council desk.

4) Paving Contract Change Order

A motion was made by Council Member Angie Arp to read Quotes from Johnson Paving separately. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

Council Member Angie Arp made a motion to accept Quote #5587 for \$76,548. Motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

Council Member Angie Arp made a motion to accept Quote #5585 for \$61,338. Motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

Quote #5590 for \$11,843.26 was set aside for a later date.

Council Member Angie Arp made a motion to accept Quote #5588 for \$11,843.26. Motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

City of Blue Ridge

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Council Member Angie Arp made a motion to accept Quote #5589 for \$7,700. Motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

Council Member Angie Arp stated that the monies would come out of SPLOST and Hotel Motel. If more was done it would have to come the reserve from the sale of the marina property.

Council Member 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 Trainee Sally Smith



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
September 12, 2017 at 6:00 p.m.

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

Absent: Council Member Rodney Kendall

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 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) Council Meeting Rules of Procedures:

Mayor Donna Whitener announced that the Rules of Procedures were available at the Council desk.

4) Approval of Minutes:

a) Council Member Rhonda Thomas made a motion to approve the July 21, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

b) Council Member Rhonda Thomas made a motion to approve the August 1, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

c) Council Member Rhonda Thomas made a motion to approve the August 25, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

5) FY2017 Budget Amendment No. 2:

Council Member Angie Arp made a motion to approve the FY2017 Budget Amendment No. 2 (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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- 6) 2017 Millage Rate Ordinance (First Reading):
Mayor Donna Whitener read the first paragraph of the 2017 Millage Rate Ordinance. Council Member Rhonda Thomas made a motion to approve the first reading of the ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
- 7) Electric Shuttle Bus Ordinance (Second Reading and Adoption):
Mayor Donna Whitener read the first paragraph of the Electric Shuttle Bus Ordinance. Council Member Rhonda Thomas made a motion to approve the second reading and adoption of the Electric Shuttle Bus Ordinance (attached). The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
- 8) Hazard Mitigation Plan Review:
Council Member Rhonda Thomas made a motion to allow City Clerk Kelsey Ledford to make some revisions to the Hazard Mitigation Plan. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
- 9) Hazard Mitigation Plan Resolution (First Reading and Adoption):
Mayor Donna Whitener read the Hazard Mitigation Plan Resolution. Council Member Rhonda Thomas made a motion to approve the first reading and adoption of the Hazard Mitigation Plan Resolution (attached). The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
- 10) 2017 General Election Appointment:
The Mayor and Council previously appointed Roy Parsons as the Voting Machines Custodian. Since this position became vacant upon Mr. Parsons' retirement, the Council would need to fill this position. Council Member Angie Arp made a motion to appoint Gina Quinton as the Voting Machines Custodian. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- 11) Building Inspection:
Council Meeting Rhonda Thomas discussed, with the Mayor and Council, allowing Fannin County to take over the permitting process for the City or contracting the permitting out to a third party. A decision was not made and Council Member Rhonda Thomas made a motion to table the topic until the next Council Meeting. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.
- 12) On Call Policy:
Utility Billing Supervisor Rebecca Harkins presented two policies for the Mayor and Council to approve. After some discussion, Council Member Angie Arp made a motion to approve the On-Call Procedures and Policy (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to

City of Blue Ridge

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approve the Hazardous Conditions Policy (attached). The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried. Mayor Donna Whitener asked that Mrs. Harkins get the policies dated.

13) Blue Ridge Elementary School Safety Issue:

Mayor Donna Whitener and Council Member Rhonda Thomas discussed some safety concerns at Blue Ridge Elementary School in regards to the flow of traffic on the City street that runs along the side of the school. They suggested adding an additional lane of traffic to help get some of the traffic off of HWY 515 since it gets backed up at parent pick-up time. Mayor Donna Whitener asked that Mike Hampton be allowed to survey the street/property and offer some suggestions to the City. Council Member Bruce Pack made a motion to allow the survey work to be completed. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

14) Downtown Restrooms:

Council Member Rhonda Thomas discussed the need to get the downtown restroom plans finalized.

15) Propane Gas Quotes:

The City received one quote for propane gas. Appalachian Propane submitted the attached quote. Council Member Rhonda Thomas stated that she would be abstaining from voting on this particular matter. Mayor Donna Whitener read the quote that was submitted. Council Member Angie Arp made a motion to approve the quote from Appalachian Propane. The motion was seconded by Council Member Bruce Pack. The Council voted 3-0. Motion carried.

16) North Georgia Master Gardeners Proposal for Mineral Springs Park—James Yacavone:

James Yacavone was present to discuss the Master Gardeners proposal for the Mineral Springs Park. The allotted time limit expired, Council Member Rhonda Thomas made a motion to extend Mr. Yacavone additional time to speak. The motion was seconded by Council Member Bruce Pack. The Council voted The Council voted 4-0. Motion carried. After Mr. Yacavone finished his proposal, Council Member Rhonda Thomas made a motion for the Master Gardeners to work with the City Parks Department to revise the Memorandum of Understanding and to bring the finished product back to the Council for approval. The motion was seconded by Council Member Bruce Pack. The Council voted The Council voted 4-0. Motion carried.

17) City Taxes:

Mayor Donna Whitener explained that the Tax Clerk was wanting to write off back taxes that have a balance of \$25.00 or less. Council Member Angie Arp made a motion to approve the Tax Clerk to write off taxes as proposed. The motion was seconded by Council Member Rhonda Thomas. The Council voted The Council voted 4-0. Motion carried.

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18) Depot Gates:

The Mayor and Council discussed a certain individual being allowed access through the Depot gates. They discussed this issue but decided to table making a decision until a later meeting. Council Member Rhonda Thomas made the motion to table the topic. The motion was seconded by Council Member Bruce Pack. The Council voted The Council voted 4-0. Motion carried.

19) Fannin County Tax Assessors 2018 Aerial Project:

Council Member Rhonda Thomas made a motion to table the topic. The motion was seconded by Council Member Angie Arp. The Council voted The Council voted 4-0. Motion carried.

20) Backhoe (Rural Development Community Facility Grant)-Tony Byrd:

The Mayor and Council discussed purchasing a backhoe with grant funds from USDA. Council Member Angie Arp made a motion to proceed with purchasing the backhoe with USDA funding. The motion was seconded by Council Member Rhonda Thomas. The Council voted The Council voted 4-0. Motion carried.

21) Trailer (to be paid out of Street Department Budget)-Tony Byrd:

Council Member Rhonda Thomas made a motion to purchase a trailer in the amount of \$6,295.00 from Country Boy Trailers and for the funding to come out of the Street Department budget. The motion was seconded by Council Member Bruce Pack. The Council voted The Council voted 4-0. Motion carried.

22) Leaf Vacuum (to be paid out of the Street Department Budget)-Tony Byrd:

Council Member Angie Arp made a motion to purchase a leaf vacuum in the amount of \$8,350.00 from Mason Tractor Co. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

23) Street Sweeper (to be paid out of the Street Department Budget)-Tony Byrd:

Council Member Rhonda Thomas made a motion to purchase a street sweeper in the amount of \$4,500.00 from Mason Tractor C. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

24) Police Department Vehicle Purchase:

Council Member Angie Arp made a motion to purchase a 2018 Explorer (to include decal and equipment) for the Police Department and to seek financing through GMA's lease purchasing agreement. The motion was seconded by Council Member Rhonda Thomas. The Council voted 4-0. Motion carried.

25) Cesar Martinez—The Blue Ridge Business Association:

Cesar Martinez was present representing the business association. He discussed the topics of LUBR, Safezone, "you are here" maps and the millage rate.

City of Blue Ridge

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26) Traver Aiken (Blue Ridge Housing Authority)—Waste Water and Retaining Wall:

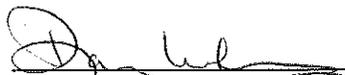
Traver Aiken was present representing the BRHA. He discussed his concerns about the waste water and retaining wall with the Council. During his discussion, the allotted time limit expired, Council Member Rhonda Thomas made a motion to allow additional time for him to speak. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

27) Executive Session—To discuss legal claim by the City with City Attorney and City Agents and Personnel:

Council Member Rhonda Thomas made a motion to close the meeting for an executive session to discuss personnel issues. 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 from executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to give Chad Clemmons a \$0.50/hour raise for having his plumbing license. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to move the duties of mapping to Shannon Payne and to give him a \$1.00/hour raise and to take \$1.00/hour away from Kim Keenan’s pay since the mapping duties are being taken away from her duties and for the raises to be effective next pay period. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to have Mark Patterson temporarily take the position of Water Treatment Plant Supervisor in order to replace Tim Hawkins and to proceed with option 1 (attached). She explained that Rebecca Harkins would receive a \$2.00/hour raise and become the Utilities Director, Gina Quinton would receive a \$1.25/hour raise and become the Customer Service Manager and that the part time receptionist would be removed from option 1. She continued to state that this would become effective next pay period. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rhonda Thomas made a motion to have Mr. Clemmons’ raise to be effective next pay period. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

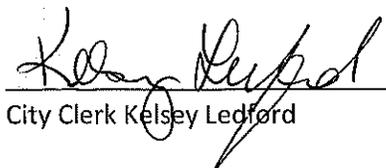
28) Adjournment:

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



Mayor Donna Whitener

December 12, 2017
Approved



City Clerk Kelsey Ledford



Blue Ridge, Georgia
Live. Work. Play.

**BUDGET AMENDMENT #2
FOR THE SIX MONTHS ENDING JUNE 30, 2017**

<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>		<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
GENERAL FUND				
100-32-0000-1100	REVENUE BEVERAGE LICENSE	(25,000)	(20,000)	(45,000)
100-32-0000-1130	REVENUE LIQUOR LICENSE FEE	(15,000)	(34,400)	(49,400)
Underbudgeted based on prior years before audit adjustments.				
100-38-0000-3000	REVENUE MISCELLANEOUS	(500)	(9,500)	(10,000)
100-52-4200-3900	STREET CONTRACTED SERVICES	2,000	19,000	21,000
Phase 3 underground power and road bore at Robert's Way (1/2 reimbursed).				
100-52-6124-2201	POOL MAINT BLDG & GROUNDS- SER\	1,500	3,000	4,500
100-52-6124-3900	POOL CONTRACTED SERVICES	-	2,000	2,000
100-53-6124-1101	POOL MATERIALS & SUPPLIES	2,600	1,000	3,600
100-53-6124-1210	POOL WATER/SEWERAGE	8,000	5,500	13,500
100-53-6124-2201	POOL MAINT BLDG & GROUNDS- SUPF	6,050	8,000	14,050
Cope Brothers repair and maintenance work at City pool, arborist, grass treatments and pool supplies.				
100-51-6210-1100	PARK ADM GROUP INSURANCE	7,577	(7,500)	77
100-51-6210-2300	PARK ADM STATE UNEMPLOYMENT	-	2,400	2,400
Employee elected not to take insurance and unemployment for previous employee.				
100-51-6220-1100	PARK AREA SALARIES & WAGES	22,500	14,000	36,500
100-51-6220-2100	PARK AREA GROUP INSURANCE	-	4,500	4,500
100-51-6220-2200	PARK AREA FICA EXPENSE	1,721	1,000	2,721
Part-time maintenance employee changed to full time.				
100-51-7400-1100	SALARIES & WAGES	15,328	5,000	20,328
100-51-7400-2200	FICA EXPENSE	1,172	1,000	2,172
100-52-7400-3900	CONTRACTED SERVICES	1,850	5,000	6,850
Zoning/administration employee raise approved by Council and RCD contract services.				
100-33-0000-6000	REVENUE LOCAL GOVT GRANTS	-	(6,900)	(6,900)
100-53-1500-1600	GEN ADM SMALL EQUIPMENT	3,000	4,300	7,300
100-53-4900-1600	SHOP SMALL EQUIPMENT	8,000	2,600	10,600
GMA safety grant for metal detectors, first aid kits & rain jackets/pants.				
HOTEL MOTEL FUND				
275-57-7550-9910	DOWNTWN ADDITIONS TO RESERVE	90,000	(17,400)	72,600
275-61-7550-1100	DOWNTWN TRANSFERS OUT- GENERAL FU	-	17,400	17,400
Transfer for playground equipment.				
WATER AND SEWER FUND				
505-52-4335-1310	SWR TRMT LAB SAMPLE TESTING	10,000	8,000	18,000
505-52-4410-1201	WTR ADM LEGAL	1,500	8,000	9,500
505-57-4410-9000	WTR ADM CONTINGENCIES	24,777	(16,000)	8,777
Lab sample testing and legal expense for Staurolite.				

ADOPTED AT REGULAR COUNCIL MEETING

Kelsey Ledford
CITY CLERK

9-12-17
DATE

FIRST READING August 17, 2017

ADVERTISED _____

PASSED September 12, 2017

AN ORDINANCE NO. 2017-09-12

AN ORDINANCE TO PROHIBIT WITHIN THE CITY OF BLUE RIDGE, GEORGIA, ANY PERSON FROM DRIVING OR OPERATING A LOW-SPEED MOTOR VEHICLE OR GOLF CART UPON THE PUBLIC WAYS OF THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE EXCEPTIONS REGARDING THE OPERATION OR DRIVING OF A LOW-SPEED MOTOR VEHICLE OR GOLF CART AS TO ELECTRIC SHUTTLE BUSES (LIGHTWEIGHT COMMERCIAL VEHICLES) ON CERTAIN STREETS; TO PROVIDE DEFINITIONS; TO PROVIDE OPERATION REGULATIONS FOR THE PERMISSIVE OPERATION OR DRIVING AS TO ELECTRIC SHUTTLE BUSES ON CERTAIN STREETS; TO PROVIDE PENALTIES FOR THE VIOLATION OF THIS ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds pursuant to O. C. G. A. § 40-6-331 that it is appropriate to prohibit the operation or driving of low-speed motor vehicles or motorized carts (golf car or golf cart) upon the public streets of the City of Blue Ridge, Georgia except as provided by this ordinance;

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds that the operation of low-speed motor vehicles or motorized carts (golf car or golf cart) upon the public streets of the City of Blue Ridge, Georgia in large numbers would create traffic hazards and endanger the general public;

WHEREAS, the City Council finds that the operation of a few low-speed vehicles or motorized carts upon the public streets of the City of Blue Ridge, Georgia, being electric shuttle buses (lightweight commercial vehicles) on certain streets, to promote economic development within the business district of the City, and to promote tourism within the City is in the interest

of the general welfare of the citizens of the City of Blue Ridge, and this limited number of low-speed electric shuttle buses (lightweight commercial vehicles) would not endanger the general public; and

NOW, THEREFORE, BE IT ORDAINED, and it is hereby ordained by authority of the City Charter and general law, as follows:

**SECTION 1. AMENDMENT OF THE BLUE RIDGE CODE TO
REGULATE LOW-SPEED MOTOR VEHICLES OR
MOTORIZED CARTS.**

The Code of the City of Blue Ridge, Georgia is hereby amended by adding a new chapter, being Chapter 73, and providing for the regulation of the operation of low-speed motor vehicles or motorized carts, and providing as follows:

**CHAPTER 73: REGULATION OF LOW-SPEED MOTOR VEHICLES OR
MOTORIZED CARTS (GOLF CAR OR GOLF CARTS).**

Sec. 73.01. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) "Alley" means a street intended to provide access to the rear or side of lots or buildings in the downtown business district and not intended for the purpose of through vehicular traffic.

(2) "Approved electric shuttle buses (lightweight commercial vehicles)" and/or "Approved Carts" shall mean such electric shuttle buses owned and operated by an operator licensed by the City of Blue Ridge, subject to City permit, upon the designated City streets as provided herein.

(3) "Commercial Motor Vehicle" means any self-propelled or towed motor vehicle used on a highway in intrastate and interstate commerce to transport passengers or property when the vehicle:

(A) Has a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 4,536 kg (10,001 lbs.) or more;

(B) Is designed or used to transport more than 15 passengers, including the driver, for compensation; or

(C) Is used to transport material determined to be hazardous by the Secretary of the United States Department of Transportation under 49 U.S.C. Section 5103 and transported in a quantity that requires placards under regulations prescribed under 49 C.F.R., Subtitle B, Chapter I, Subchapter C.

(4) "Driver" means every person who drives or is in actual physical control of a vehicle including but not limited to any electric shuttle buses (lightweight commercial vehicles).

(5) "Driver's License" means any license to operate a motor vehicle issued under the laws of this State.

(6) "Golf Car" and/or "Golf Cart" means any motorized vehicle designed for the purpose and exclusive use of conveying one or more persons and equipment to play the game of golf in an area designated as a golf course. For such a vehicle to be considered a golf car or golf cart, its average speed shall be less than 15 miles per hour (24 kilometers per hour) on a level road surface with a 0.5% grade (0.3 degree) comprising a straight course composed of a concrete or asphalt surface that is dry and free from loose material or surface contamination with a minimum coefficient of friction of 0.8 between tire and surface.

(7) "License" or "License to Operate a Motor Vehicle" means any driver's license or any other license or permit to operate a motor vehicle issued under, or granted by, the laws of this State, including:

(A) Any temporary license or instruction permit;

(B) The privilege of any person to drive a motor vehicle whether or not such person holds a valid license; and

(C) Any non-resident's operating privilege as defined in this ordinance.

(8) "Lightweight Commercial Vehicle" means a motor vehicle which does not meet the definition of a commercial motor vehicle and which, in the furtherance of a commercial enterprise:

(A) Is used to transport hazardous materials in a type and quantity for which placards are not required in accordance with the Hazardous Materials Regulations prescribed by the United States Department of Transportation, Title 49 C.F.R. Part 172, Subpart F, or compatible rules prescribed by the Commissioner of Public Safety;

(B) Is used to transport property for compensation;

(C) Is used to transport passengers for compensation, other than a taxicab; or

(D) Is a wrecker or tow truck.

(9) "Low-Speed Motor Vehicle" means any four-wheel electric vehicle whose top speed attainable in one mile is greater than 20 mph but not greater than 25 mph on a paved level service and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. § 571.500 and in effect on January 1, 2001. Such vehicles can be commonly referred to as "golf carts" or "utility vehicles" (excludes four-wheelers and similar type of vehicles).

(10) "Motor Vehicle" means every vehicle which is self-propelled other than an electric personal assisted mobility device (EPAMD).

(11) "Non-Resident" means every person who is not a resident of this State.

(12) "Non-Resident's Operating Privilege" means the privilege conferred upon a non-resident by the laws of this State pertaining to the operation by such person of a motor vehicle or the use of a vehicle owned by such person in this State.

(13) "Official Traffic Control Devices" means all signs, signals, markings, and devices not inconsistent with this ordinance which are placed or erected by the authority of the City of Blue Ridge which has jurisdiction over public streets of the City of Blue Ridge, Georgia, and for the purpose of regulating, warning, or guiding traffic.

(14) "Operator" means any person who drives or is in actual physical control of a motor vehicle.

(15) "Street" means the entire width between boundary lines of every way publicly maintained by the City of Blue Ridge when any part thereof is open to the use of the public for purposes of vehicular travel.

(16) "Traffic Control Signal" means any device whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

(17) "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

Sec. 73.02. Prohibition of Low-Speed Motor Vehicles or Golf Carts Upon the Streets of the City of Blue Ridge Except as to Approved Electric Shuttle Buses (Lightweight Commercial Vehicles) Licensed by the City of Blue Ridge.

Pursuant to O. C. G. A. § 40-6-331, the City Council of the City of Blue Ridge prohibits the operation or driving of any low-speed motor vehicle or golf cart, or both, commonly referred to as “golf carts” or “utility vehicles” upon the public streets of the City of Blue Ridge, except that approved electric shuttle buses (lightweight commercial vehicles) licensed by the City of Blue Ridge, may operate upon the streets of the City of Blue Ridge within the downtown business district as hereinafter provided.

Sec. 73.03. Exceptions.

(a) The provisions of this chapter shall not apply to low-speed motor vehicles or motorized carts, or both, owned by golf courses, country clubs, or other such organized entities which own such carts or vehicles, or both, and make them available to members or the public on a rental basis, provided that such motorized carts or low-speed motor vehicles, or both, are used only on the premises of such golf courses, country clubs, or other such organized entities, and are not used on the public streets of the City of Blue Ridge, Georgia.

(b) In order to promote economic development including but not limited to tourism, the City of Blue Ridge, Georgia, may license the operation of approved electric shuttle buses (lightweight commercial vehicles) and by operators of such vehicles receiving a City permit as provided hereinafter, upon certain public streets as hereinafter designated and pursuant to the regulations as hereinafter provided. The public streets designated for the use of approved electric shuttle buses (lightweight commercial vehicles) may also be used by regular vehicular traffic.

(c) Designated streets for approved electric shuttle buses (lightweight commercial vehicles).

The designated streets for the operation of approved electric shuttle buses shall be those public streets of the City of Blue Ridge, Georgia within the downtown business district as follows: West Main Street, Mountain Street, Depot Street, McKinney Street and East Main Street.

(d) Operation regulations for approved electric shuttle buses (lightweight commercial vehicles).

The approved electric shuttle buses (lightweight commercial vehicles) shall be operated pursuant to the following regulations:

(1) Those persons who hold a valid motor vehicle driver's license may drive an approved electric shuttle buses (lightweight commercial vehicles) on the designated streets of the City of Blue Ridge, Georgia.

(2) Only those persons meeting the driver license age requirements may operate an approved electric shuttle buses (lightweight commercial vehicles).

(3) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the designated streets.

(4) Approved electric shuttle buses (lightweight commercial vehicles) may only be operated on the designated City streets and may not be operated on state highways.

(5) No approved electric shuttle bus (lightweight commercial vehicles) is to be driven on any City street where the speed limit is greater than 35 mph or any City street that the Mayor and City Council or City Police Chief, or both, deem to be unsafe.

(6) All operators or drivers, or both of approved electric shuttle buses (lightweight commercial vehicles) shall abide by all official traffic control devices and traffic control signals upon the designated City streets.

(7) Approved electric shuttle buses (lightweight commercial vehicles) may be operated on those designated City public streets only during daylight hours, unless such electric shuttle buses (lightweight commercial vehicles) are equipped with all required lighting to operate during low or no light conditions as required by the Code of Federal Registry (CFR), being 49 C.F.R. § 571.500.

(8) The operator of electric shuttle buses (lightweight commercial vehicles) that operate upon the designated City streets shall have motor vehicle liability insurance in the amounts as required under Georgia law.

(9) There shall be displayed on the rear thereof of any approved electric shuttle buses (lightweight commercial vehicles) a triangular emblem with those standards and specifications adopted for slow-moving vehicles by the American Society of Agricultural Engineers in December, 1966, and contained within such society's standard ASAE § 276.1, described in O. C. G. A. § 40-8-4.

(10) The electric shuttle buses (lightweight commercial vehicles) shall be equipped as provided by O.C.G.A. § 40-6-330.1.

**Sec 73.04 Unauthorized Operation of a Golf Cart or Low-Speed
Motor Vehicle, or Both, Upon the Public Streets of the
City of Blue Ridge Shall be Unlawful.**

Except as provided herein this chapter, it shall be unlawful for the owner of any golf cart or low-speed motor vehicle, or both, or any other person operating, driving, employing, permitting the use or otherwise directing the use of such motorized cart or low-speed motor

vehicle, or both, to operate or permit the operator of a golf cart or low-speed motor vehicle, or both, to drive over the public streets of the City of Blue Ridge, Georgia in violation of this chapter.

**Section 73.05 Application for Approved Electric Shuttle Buses
(Lightweight Commercial Vehicles).**

Every proposed operator of electric shuttle buses (lightweight commercial vehicles) shall apply for approval of said buses and the proposed route(s) of said buses, by filling out such forms as required by the City, and indicating the types of shuttle buses to be used and the proposed routes for said buses. The City Council of the City of Blue Ridge shall approve the operation of said buses upon the City streets and the proposed routes. A regulatory fee of \$100.00 shall be charged and the operator must also apply for an occupational tax license to run the shuttle service within the City.

Section 73.06 Penalty for Violation of the Chapter.

Any owner, operator, or driver, or any combination thereof, violating the provisions of this chapter is subject to a fine and/or imprisonment or community service, or any combination thereof, up to the maximum allowed under the City Charter or general State law for each violation of any provision of this chapter.

SECTION 2. EFFECTIVE DATE.

This ordinance is effective upon passage.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES.

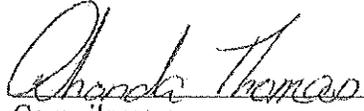
Any ordinance or section of an ordinance in conflict with this ordinance is repealed to the extent of the conflict.

SO ORDAINED this 12 day of September, 2017.

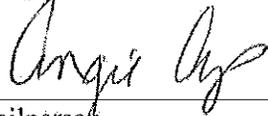
BLUE RIDGE CITY COUNCIL

By: 

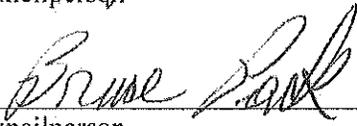
Mayor



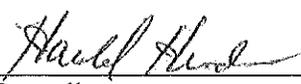
Councilperson



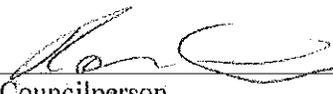
Councilperson



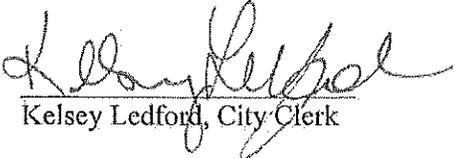
Councilperson



Councilperson



Councilperson

Attest:


Kelsey Ledford, City Clerk

**A RESOLUTION OF
CITY OF BLUE RIDGE
PURSUANT TO THE DISASTER MITIGATION ACT OF 2000
AUTHORIZING ADOPTION OF THE
FANNIN COUNTY HAZARD MITIGATION PLAN**

WHEREAS, Fannin County and its municipal governments are required to complete a Hazard Mitigation Plan by Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Hazard Mitigation Plans will remain eligible for Federal mitigation funding; and

WHEREAS, Fannin County and its municipal governments have completed a Hazard Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000.

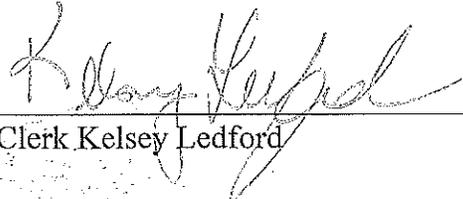
**NOW THEREFORE LET IT BE RESOLVED THAT THE
GOVERNING AUTHORITY OF THE CITY OF BLUE RIDGE
FORMALLY ADOPTS THIS HAZARD MITIGATION PLAN.**

RESOLVED THIS 12 **DAY OF** September, 2017



Mayor Donna Whitener

Attest:



City Clerk Kelsey Ledford

(City Seal)



Appalachian Propane

1619 Ray Mountain Road • Ellijay, GA 30536

JASPER

(706) 692-4378

ELLIJAY

(706) 635-0515

BLUE RIDGE

(706) 632-6712

August 19, 2017

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

VIA Email: kledford@cityofblueridgega.gov

Dear Ms. Ledford,

Thank you for the request to quote and provide propane gas for the City of Blue Ridge for the period of 09/01/2017 to 08/31/2018. The price Appalachian Propane is pleased to provide to the city for this period is \$1.04 per gallon. The propane gas will be for the three (3) 500 gallon tanks and the one (1) 250 gallon tank at the three locations. It is our understanding that the one (1) 320 gallon tank at the Depot is now served by another company for use by the Railroad.

In addition, we are pleased to provide a quote of \$1.19 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, 09/01/2017 to 08/31/2018.

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

Sincerely,

Bob E. Thomas
Appalachian Propane

Hazardous Conditions Policy

Absence due to Weather Conditions- When severe weather causes hazardous road conditions, which prevent employees from being able to travel to work, all non-essential employees will be paid for the day absent if the City Hall is closed for business more than 4 hours on a regular business day. All essential employees who report or remain at work if City offices are closed for more than 4 hours, will receive hazardous pay of \$50. Essential employees will be determined by the City Administrator or Mayor depending on the situation and non-essential employees will not be eligible for hazardous pay.

If an employee is unable to report or remain at work due to weather conditions, but the City is not closed for normal business more than 4 hours, at the discretion of the supervisor, the employee may choose to use vacation or personal leave to prevent losing pay for the time missed. Employees can also elect to use paid leave for time missed if the City closes for normal business less than 4 hours

Updated & passed September 12, 2017

On-call Procedures & Policy

- a. Employees performing standby or on-call duty are required to carry the City cell phone, and are required to stay within a geographical range of 30 miles to assure a specific response time. On-call is rotated weekly by the qualified employees in the water and street maintenance departments beginning each Friday at 5:00 p.m.
- b. Employees performing this duty will be paid for any hours worked beginning with a 3 hour minimum at their regular rate of pay for time worked less than 40 hours in the regular work week and at the rate of time and one half for hours worked in excess of 40 hours in the regular work week. The 3 hour minimum is sufficient for all work within each 3 hour period, i.e. multiple calls within a 3 hour period do not each accrue a 3 hour minimum.
- c. Employees performing on-call duty will receive additional pay of \$75 to be paid upon satisfactory completion of a week of on-call duty. This includes submission of an on-call report and efficient response time of 30 minutes or less. An efficient response is at least a return call to the customer or other individual who calls and leaves a message on the on-call phone. Failure to do so will forfeit on-call pay.
- d. After hours calls in response to mutual aid will follow our mutual aid policy.

Updated & passed September 12, 2017

Name	Annual Pay	Column3	Column4
Tim Hawkins - current plant supervisor 18 years	\$47,299		
Mark Patterson \$3.00 raise- plant supervisor 3 years	\$6,240	Would supervise day to day plant operations, epd reports & maintnance would answer to Water director	
Rebecca Harkins \$2.00 raise - Utilities director 16 years.	\$4,160	would manage water plant in addition to current job duties spending an average of 16 hours weekly at the water plant * see page 2	
Gina Quinton \$1.25 raise - Customer Service Manager	\$2,600	take on additional customer service duties	
Part Time - Front desk 24 hours @\$9.00	\$11,232	would make up time Gina spends working on additional duties and help where Haley has changed to 2 days a week.	
Money left over	\$23,067		

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
September 26, 2017 at 10:00 a.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rhonda Thomas
City Clerk Kelsey Ledford

Absent: Council Members Rodney Kendal,
Bruce Pack

- 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 Rhonda Thomas. The Council voted 3-0. Motion carried.
- 2) Prayer and Pledge of Allegiance:
Elaine Owens offered a word of prayer followed by the Pledge of Allegiance.
- 3) Council Meeting Rules of Procedures:
Mayor Donna Whitener stated that the rules of procedures were available at the Council desk.
- 4) 2017 Millage Rate Ordinance (Second Reading and Adoption):
Mayor Donna Whitener read the first paragraph of the 2017 Millage Rate Ordinance. Council Member Rhonda Thomas made a motion to accept the second reading. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Council Member Rhonda Thomas made a motion to adopt the 2017 Millage Rate Ordinance. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.
- 5) 2018 Budget Hearing (First Hearing):
The Mayor and Council briefly discussed planned expenses for 2018 and the budget. No public comments were received.
- 6) Farmer's Market Parking:
Council Member Rhonda Thomas discussed revitalizing the Farmer's Market to be an event type center that would hold concerts and similar events. She also discussed the Farmer's Market being turned into a parking area where the new shuttle bus could pick up and drop off visitors. The allotted time limit expired. Council Member Rhonda Thomas made a motion to allow for

City of Blue Ridge

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additional time for discussion. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried. Council Member Angie Arp agreed with Council Member Rhonda Thomas and stated that the City needs to utilize all of its property. Mayor Donna Whitener would like to see vendors at the Farmer's Market. Council Member Rhonda Thomas stated that she would look into the type of insurance that would be needed. Council Member Rhonda Thomas made a motion to proceed with parking at the Farmer's Market and to proceed with doing an amendment to the Electric Shuttle Bus Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 3-0. Motion carried.

7) Streets and Park:

Council Member Angie Arp discussed the fact that the City is waiting on some quotes for street work from Johnson Paving. She mentioned that a playground is needed at the pool. She finished by saying that she will work on bringing back some quotes for the Council to look at.

8) Adjournment:

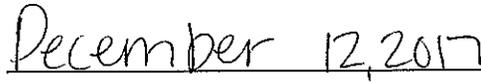
Council Member Rhonda Thomas made a motion to adjourn the meeting. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Meeting adjourned at 10:25 a.m.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
October 10, 2017 at 6:00 p.m.

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall, Bruce Pack and Rhonda Thomas
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.

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 and Regulations

Mayor Donna Whitener announced that the Council Meeting Rules of Procedures were available at the Council desk.

4) Approval of Minutes

There were no minutes to approve.

5) FY2018 Budget Resolution

Council Member Rodney Kendall made a motion to accept the FY2018 Budget Resolution. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

6) Approval of Sewer Rate increase (included in the FY2018 Budget

The sewer increase would begin January 1, 2018 as well as a 3% cost of living increase.

Council Member Rodney Kendall made a motion to accept the Sewer rate increase along with the 3% cost of living to begin on January 1, 2018. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion Carried

7) Fannin County and Joint Cities Comprehensive Plan Resolution of Adoption

Council Member Rodney Kendall made a motion to accept the Resolution of Adoption for Fannin County and Joint Cities Comprehensive Plan. Council Member Angie Arp seconded the motion. The Council votes 5-0. Motion Carried.

City of Blue Ridge

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8) Amendment to the Electric Shuttle Bus Ordinance (First Reading)

Council Member Rodney Kendall made a motion to accept the Amendment to the Electric Shuttle Bus Ordinance. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion Carried.

9) MOU approval between the City of Blue Ridge and the North Georgia Master Gardeners

Council Member Rodney Kendall made a motion to adopt the MOU approval between the City of Blue Ridge and the North Georgia Master Gardeners. Council Member Bruce Pack seconded the motion. The Council voted 5-0. Motion carried.

10) Blue Ridge Housing Authority

Council Member Rhonda Thomas made a motion to extend time to 10 minutes. Council Member Rodney Kendall seconded the motion. The Council voted 5-0. Motion carried.

Mike Hampton, as well as Matt Smith, spoke about the retaining walls and the sewer system.

Mayor Whitener asked if the city could do a soil test, and asked do we spend the money?

Mike Hampton said that there are specialized companies that do this type of service.

Mike Hampton also advised that he never observed any sewer leakage. Utilities Director Rebecca Harkins advised that a smoke test was done last week and that the city has the video.

Council Member Rhonda Thomas made a motion to allow public to speak for 2 minutes.

Council Member Rodney Kendall seconded the motion. Council voted 5-0. Motion Carried.

Traver Aiken spoke about his concerns regarding this subject. The timer went off and no motion was made to extend it. Mayor Whitener advised Mike Hampton to contact Jeff Holloway and have him to an estimate on the repair, which will be placed on the agency for November.

11) Track Hoe

Council Member Rodney Kendall made a motion to table this until they can talk to Finance Director, Alicia Stewart reference to financing. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried

12) Vehicle Purchase

Council Member Rodney Kendall made a motion to table this until they can talk to Finance Director, Alicia Stewart reference to financing. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried

13) Park Storage Building

Council Member Angie Arp made a motion to table the Park Storage Building. Council Meeting Rodney Kendall seconded the motion. The Council voted 5-0. Motion carried.

City of Blue Ridge

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14) Mountain Regional Library System Invoice

Council Member Rodney Kendall made a motion to pay the Mountain Regional Library System Invoice in the amount of \$3000. Council Member Bruce Pack seconded the motion. The Council voted 5-0. Motion carried.

15) Hometown Connection

Mayor Whitener advised the Hometown Connection will be held Friday at 12pm. All Council Members and Candidates are invited. It is being held at the Bank of Ozarks Conference room.

16) Cesar Martinez – The Blue Ridge Business Association

Mr. Martinez thanked the Council for the Porta-Potties. Advised that Council Thomas had shown him the plans for the bathrooms and that they looked really good. Asked when they would be started. Said that the Safe Zone would be held on October 31 starting at 5:30pm.

The General Meeting would be held on the 26th.

The you are here maps have been put up in 4 locations.

Said that on Saturdays and Sundays there are vendors that set up on the sidewalk and was wondering if they had a permit. He was told to call Police if they show up again. Sally Smith will contact Chief Scarce and advise him of this and to have his officer patrol East Main St. Mr. Martinez advised that he thinks the police should patrol more on East Main St on the weekends.

17) Traver Aiken – Blue Ridge Housing Authority

Mr. Aiken requested that we allow him to credit his Pilot Payment \$1,337.00, for work that was done on the retaining wall.

The council advised that they couldn't vote on this because it was in discussions portions of agenda. Said to place on November agenda.

18) Executive Session:

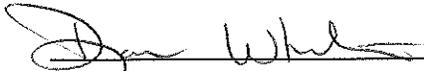
Council Member Rhonda Thomas made a motion to go into executive session. Council Member Rodney Kendall seconded the motion. The Council voted 5-0. Motion Carried. Council Member Rodney Kendall made a motion to resume the City Council Meeting. The motion was seconded by Council member Rhonda Thomas. The Council voted 5-0. Motion Carried. Council Member Rodney Kendall made a motion to take Kim Keenan off probation and give her a .50 raise, as well as another .50 for obtaining her pool certification. They also voted on deducting \$1 from her pay, due to her not doing the job of mapping. At the September meeting, Mark Patterson was given Assistant Supervisor of the water plant but, was not given the pay that goes with it. The raise should be \$3.00 an hour. Council Member Rhonda Thomas seconded the motion. The Council voted 5-0. Motion carried.

City of Blue Ridge

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19) Adjournment:

Council Meeting Rodney Kendall made a motion to adjourn. Council Member Bruce Pack seconded the motion. The Council voted 5-0. Motion carried.



Mayor Donna Whitener



City Clerk Kelsey Ledford
(Minutes written by acting city clerk Sally Smith)

December 12, 2017
Approved

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
December 12, 2017 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

1) Call Meeting to Order:

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

2) Prayer and Pledge of Allegiance:

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

3) Council Meeting Rules of Procedures:

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

4) Approval of Minutes from Previous Meeting:

- a. Council Member Rhonda Thomas made a motion to approve the August 17, 2017 Special Called Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.
- b. Council Member Rhonda Thomas made a motion to approve the September 12, 2017 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.
- c. Council Member Angie Arp made a motion to approve the September 26, 2017 Special Called Council Meeting Minutes. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.
- d. Council Member Rodney Kendall made a motion to approve the October 10, 2017 Council Meeting Minutes (Includes Executive Session Minutes). The motion

City of Blue Ridge

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was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

5) GMA Lease Resolutions:

- a. Mayor Donna Whitener read the 2018 Ford Explorer Police with Equipment GMA Supplemental Lease Resolution (attached). Council Member Rodney Kendall made a motion to approve the reading and adopt the resolution. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.
- b. Mayor Donna Whitener read the 2018 F350 Dump Truck and 2017 Caterpillar Excavator GMA Supplemental Lease Resolution (attached). Council Member Rhonda Thomas made a motion to approve the reading and adopt the resolution. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

6) GEFA Loan Agreement Resolutions:

- a. Mayor Donna Whitener read the GEFA CW2016012 Loan Resolution (attached). Council Member Rodney Kendall made a motion to approve the reading and adopt the resolution. The motion was seconded by Council Member Harold Herndon. The Council voted 5-0. Motion carried.
- b. Mayor Donna Whitener read the GEFA DW2016036 Loan Resolution (attached). Council Member Rodney Kendall made a motion to approve the reading and adopt the resolution. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

7) Amendment to the Electric Shuttle Bus Ordinance (Second Reading and Adoption):

Mayor Donna Whitener read the first paragraph of the Amendment to the Electric Shuttle Bus Ordinance (attached). Council Member Rodney Kendall made a motion to approve the second reading and adopt the ordinance amendment. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

8) FY2016 CDBG Contractor Award:

Mayor Donna Whitener read the three bids that were received. The bids received are as follows: The Renee Group, Inc. base bid totaled \$505,719.80, Holloway Trenching, LLC base bid totaled \$559,588.35 and Mullins Utility & Contracting, LLC base bid totaled \$669,792.70. The Mayor and Council discussed the bids but decided to wait until a special called meeting or until the January 2018 meeting to make a decision. Council Member Rhonda Thomas made a motion to table the topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

City of Blue Ridge

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9) LMIG (application must be submitted by December 31, 2017):

After brief discussion, Council Member Angie Arp made a motion to submit West First Street, from Depot Street to the end of West First Street. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

10) Blue Ridge Housing Authority PILOT:

Traver Aiken the Executive Director for the Blue Ridge Housing Authority submitted a letter dated August 9, 2017 (attached) to the Council previous to the meeting. Council Member Rhonda Thomas discussed this letter and the two proposals that Mr. Aiken had presented. Proposal no. 2 stated "BRHA is requesting to offset our cost of item no. 2 (\$1,338.85) to fix the City caused issue by offsetting our FINAL 2016 PILOT payment of \$1,530.75". Council Member Rhonda Thomas made a motion to proceed with proposal no. 2. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

11) Blue Ridge Housing Authority Sewer-Holloway Trenching, LLC Estimate No. 186:

The Mayor and Council were presented with estimate no. 186 from Holloway Trenching, LLC in the amount of \$5,500.00 (attached). Council Member Rodney Kendall made a motion to approve the estimate. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

12) Johnson Paving Invoice No. 2409:

The Mayor and Council were presented invoice no. 2409 from Johnson Paving in the amount of \$4,500.99 (attached). Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

13) Fortiline Waterworks Quote No. 5686604 (to be paid out of the Water Loss Control Budget):

The Mayor and Council were presented quote no. 5686604 from Fortiline Waterworks in the amount of \$4,094.20 (attached). Council Member Rhonda Thomas made a motion to approve the quote. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

14) MatchPoint Leak Detection (Round 2):

The Mayor and Council were presented with a request from Utility Director Rebecca

City of Blue Ridge

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

Harkins for an additional week of leak detection services from MatchPoint in the amount of \$7,000.00. Council Member Rodney Kendall made a motion to proceed with Mrs. Harkins' request. The motion was seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.

15) Hayes James Mapping Quote (to be paid equally among Water, Sewer and Street Departments):

The Mayor and Council were presented with a quote from Hayes James in the amount of \$4,700.00 (attached). Council Member Rhonda Thomas made a motion to approve the quote. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

16) Carter & Sloope Invoice No. 22334 (General Consulting II):

The Mayor and Council were presented with invoice no. 22334 from Carter & Sloope in the amount of \$5,670.00 (attached). Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

17) Carter & Sloope Invoice No. 22336 (Trackside Lane Sewage PS (TR3)):

The Mayor and Council were presented with invoice no. 22336 from Carter & Sloope in the amount of \$3,611.25 (attached). Council Member Rodney Kendall made a motion to approve the invoice. The motion was seconded by Council Member Angie Arp. The Council voted 5-0. Motion carried.

18) Carter & Sloope Invoice No. 22340 (WWTF Improvements, Temperature & Metals):

The Mayor and Council were presented with invoice no. 22340 from Carter & Sloope in the amount of \$17,831.85 (attached). Council Member Rhonda Thomas made a motion to approve the invoice. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

19) ETC Quote for Downtown Stereo:

Council Member Rhonda Thomas made a motion to table the topic until additional quotes are obtained. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

20) Peach State Amenities, LLC Quote (Benches and Trash Receptacles):

The Mayor and Council were presented a quote from Peach State Amenities, LLC in the amount of \$6,599.60 (attached). Council Member Angie Arp made a motion to approve

City of Blue Ridge

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the quote. The motion was seconded by Council Member Rodney Kendall. The Council voted 5-0. Motion carried.

21) Security Detection Estimate No. 3942 (Reimbursed by LGRMS Safety Grant):

The Mayor and Council were presented with estimate no. 3942 from Security Detection in the amount of \$3,899.95 (attached). Council Member Rodney Kendall made a motion to approve the estimate. The motion was seconded by Council Member Rhonda Thomas. The Council voted 5-0. Motion carried.

22) Cesar Martinez—The Blue Ridge Business Association- Update on LUBR, End of Year Party, Fire & Ice:

Cesar Martinez updated the Mayor and Council about recent and upcoming Blue Ridge Business Association events.

23) Larry Versyn—Shuttle Bus & Parking Deck:

Larry Versyn did not wish to speak.

24) Executive Session (if needed):

An executive session was not needed.

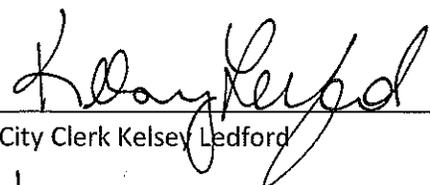
The Mayor and Council shared comments about serving the citizens and about this being the last meeting for some of the elected officials.

25) Adjournment:

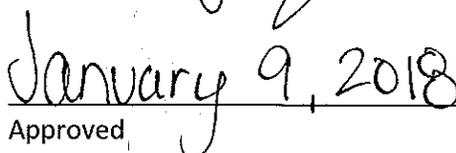
Council Member Rodney Kendall made a motion to adjourn the meeting. The motion as seconded by Council Member Bruce Pack. The Council voted 5-0. Motion carried.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

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

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

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

1. The Mayor of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for 2018 Ford Explorer Police with Equipment (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

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

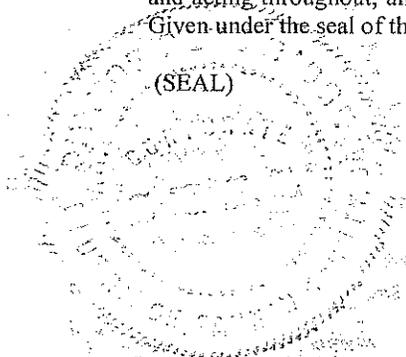
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Blue Ridge, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the December 12, 2017, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this December 13, 2017.

(SEAL)

Kellan Keubel
City Clerk



SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

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

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

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

1. The Mayor of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (1) 2018 F350 Dump Truck and (1) 2017 Caterpillar Excavator (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check applicable box)

An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

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

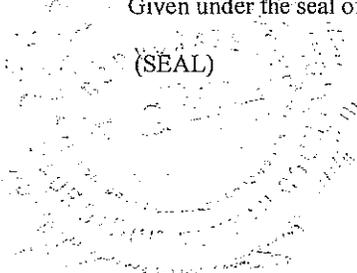
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Blue Ridge, Georgia (the "City"), and that the foregoing is a true copy of the Resolution or, Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the December 13, 2017, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this December 13, 2017.

(SEAL)

Kelley Keighan
City Clerk



**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF BLUE RIDGE

Loan Number: CW2016012

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 12 day of December, the following resolution was introduced and adopted.

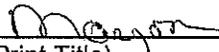
WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$900,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

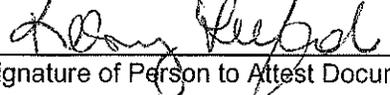
WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.


(Signature of Person to Execute Documents)

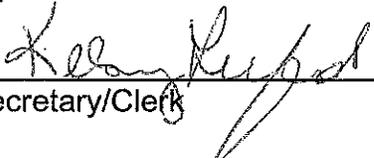

(Print Title)


(Signature of Person to Attest Documents)

City Clerk
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: December 12, 2017


Secretary/Clerk

(SEAL)

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2016036

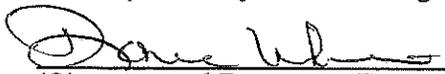
At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 12 day of December, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$250,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

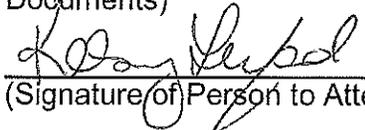
BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.



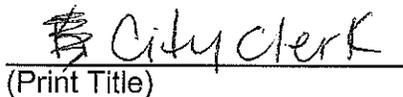
(Signature of Person to Execute Documents)



(Print Title)



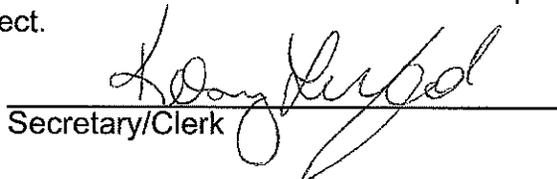
(Signature of Person to Attest Documents)



(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: 12-12-17



Secretary/Clerk

(SEAL)

FIRST READING: October 10, 2017

PASSED: December 12, 2017

AN ORDINANCE NO. 2017-12-12

AN ORDINANCE TO AMEND THE CODE OF BLUE RIDGE TO PROVIDE EXCEPTIONS REGARDING THE OPERATION OR DRIVING OF A LOW-SPEED MOTOR VEHICLE OR GOLF CART AS TO ELECTRIC SHUTTLE BUSES (LIGHTWEIGHT COMMERCIAL VEHICLES) ON CERTAIN STREETS; TO PROVIDE OPERATION REGULATIONS FOR THE PERMISSIVE OPERATION OR DRIVING AS TO ELECTRIC SHUTTLE BUSES ON CERTAIN STREETS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds pursuant to O. C. G. A. § 40-6-331 that it is appropriate to prohibit the operation or driving of low-speed motor vehicles or motorized carts (golf car or golf cart) upon the public streets of the City of Blue Ridge, Georgia except as provided by this ordinance;

WHEREAS, the City Council of the City of Blue Ridge, Georgia finds that the operation of low-speed motor vehicles or motorized carts (golf car or golf cart) upon the public streets of the City of Blue Ridge, Georgia in large numbers would create traffic hazards and endanger the general public;

WHEREAS, the City Council finds that the operation of a few low-speed vehicles or motorized carts upon the public streets of the City of Blue Ridge, Georgia, being electric shuttle buses (lightweight commercial vehicles) on certain streets, to promote economic development within the business district of the City, and to promote tourism within the City is in the interest of the general welfare of the citizens of the City of Blue Ridge, and this limited number of low-speed electric shuttle buses (lightweight commercial vehicles) would not endanger the general public; and

NOW, THEREFORE, BE IT ORDAINED, and it is hereby ordained by authority of the City Charter and general law, as follows:

SECTION 1. AMENDMENT TO THE CODE OF THE CITY OF BLUE RIDGE, BEING CHAPTER 73, SECTION 73.03, AND WHICH IS STRICKEN IN ITS ENTIRETY, AND THE FOLLOWING SHALL BE SUBSTITUTED IN LIEU THEREOF.

The Code of the City of Blue Ridge is hereby amended by striking in its entirety Section 73.03, and substituting in lieu thereof the following new sections which shall read as follows:

Sec. 73.03. **Exceptions.**

(a) The provisions of this chapter shall not apply to low-speed motor vehicles or motorized carts, or both, owned by golf courses, country clubs, or other such organized entities which own such carts or vehicles, or both, and make them available to members or the public on a rental basis, provided that such motorized carts or low-speed motor vehicles, or both, are used only on the premises of such golf courses, country clubs, or other such organized entities, and are not used on the public streets of the City of Blue Ridge, Georgia.

(b) In order to promote economic development including but not limited to tourism, the City of Blue Ridge, Georgia, may license the operation of approved electric shuttle buses (lightweight commercial vehicles) and by operators of such vehicles receiving a City permit as provided hereinafter, upon certain public streets as hereinafter designated and pursuant to the regulations as hereinafter provided. The public streets designated for the use of approved electric shuttle buses (lightweight commercial vehicles) may also be used by regular vehicular traffic.

(c) Designated streets for approved electric shuttle buses (lightweight commercial vehicles).

The designated streets for the operation of approved electric shuttle buses shall be those public streets of the City of Blue Ridge, Georgia within the downtown business district as follows: West Main Street, Mountain Street, Depot Street, McKinney Street, East Main Street, West 1st Street, East 1st Street, Cook Street, Scenic Drive, Church Street, Austin Street, Ewing Street, Gray Street, Jones Street, and Davis Street.

(d) Operation regulations for approved electric shuttle buses (lightweight commercial vehicles).

The approved electric shuttle buses (lightweight commercial vehicles) shall be operated pursuant to the following regulations:

(1) Those persons who hold a valid motor vehicle driver's license may drive an approved electric shuttle buses (lightweight commercial vehicles) on the designated streets of the City of Blue Ridge, Georgia.

(2) Only those persons meeting the driver license age requirements may operate an approved electric shuttle buses (lightweight commercial vehicles).

(3) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the designated streets.

(4) Approved electric shuttle buses (lightweight commercial vehicles) may only be operated on the designated City streets and may not be operated on state highways.

(5) No approved electric shuttle bus (lightweight commercial vehicles) is to be driven on any City street where the speed limit is greater than 35 mph or any City street that the Mayor and City Council or City Police Chief, or both, deem to be unsafe.

(6) All operators or drivers, or both of approved electric shuttle buses (lightweight commercial vehicles) shall abide by all official traffic control devices and traffic

control signals upon the designated City streets.

(7) Approved electric shuttle buses (lightweight commercial vehicles) may be operated on those designated City public streets only during daylight hours, unless such electric shuttle buses (lightweight commercial vehicles) are equipped with all required lighting to operate during low or no light conditions as required by the Code of Federal Registry (CFR), being 49 C.F.R. § 571.500.

(8) The operator of electric shuttle buses (lightweight commercial vehicles) that operate upon the designated City streets shall have motor vehicle liability insurance in the amounts as required under Georgia law.

(9) There shall be displayed on the rear thereof of any approved electric shuttle buses (lightweight commercial vehicles) a triangular emblem with those standards and specifications adopted for slow-moving vehicles by the American Society of Agricultural Engineers in December, 1966, and contained within such society's standard ASAE § 276.1, described in O. C. G. A. § 40-8-4.

(10) The electric shuttle buses (lightweight commercial vehicles) shall be equipped as provided by O.C.G.A. § 40-6-330.1.

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

All parts of previously ordained 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, 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 should be declared invalid or unconstitutional, such invalidity shall not be construed to effect 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 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. **REPEAL OF PRIOR ORDINANCE.**

The prior ordinance providing for the exceptions to the regulation of the operation of low-speed motor vehicles or motorized carts, as amended, being Code Section 73.03, and adopted by the City Council of the City of Blue Ridge, Georgia is hereby repealed in its entirety. Any other ordinance or a part of an ordinance in conflict with this ordinance, is hereby repealed to the extent of the conflict.

SECTION 5. **EFFECTIVE DATE.**

The effective date of this ordinance will be upon its passage by the City Council of the City of Blue Ridge, Georgia.

SO ORDAINED this 12 day of December , 2017.

BLUE RIDGE CITY COUNCIL

By: 
Mayor



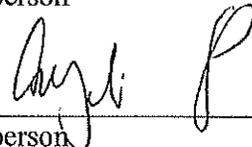
Councilperson



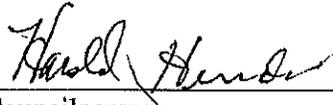
Councilperson



Councilperson

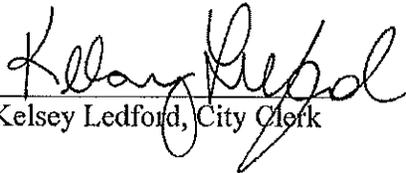


Councilperson



Councilperson

Attest:



Kelsey Ledford, City Clerk

JAD/2881/W203136

Phone: 706-632-5742
Fax: 706-632-2406
Email: mbluehous@tds.net



HOUSING AUTHORITY OF CITY OF BLUE RIDGE
30 OUIDA ST. BLDG G1
BLUE RIDGE, GA. 30513

PHONE: 706-632-5742 FAX: 706-632-2406

Tonya Nuelle – Board Chair
Bill Tilly – Board member
Donna Gay – Board Member
Deb Cantrell – Board Member
Ellan Johnson – Resident Board Member

August 9, 2017

To: Mayor Donna Whitener and The City of Blue Ridge City Council
480 West first St.
Blue Ridge, GA 30513

From: The Blue Ridge Housing Authority
30 Ouida St. Bldg. G-1
Blue Ridge, GA 30513

Traver Aiken – Executive Director
Phone: 706-632-5742
Email: mbluehous@tds.net

RE: Proposal for 2016 Pilot payment and 2017 Pilot Payment for outstanding issue with sewer lines and retaining walls

Dear Mayor and City Council Members,

Item #1 On September 7, 2016 the Blue Ride Housing Authority started to email and document the Sewer Line Issue and retaining wall issues located on East 1st St. behind the (4) apartments. A 30' x 4' high section of concrete retaining wall is failing. We started the conversation in order to get the City of Blue Ridge water and sewer department to investigate if there were any issue with the City's 6" sewer line coming from East 2nd St. to the East 1st. apartments that would be causing the failing of the retaining wall. The City conducted a "Camera Scoping" of this line on March 6, 2017. A copy of the "scoping" was given to the Mayor and Council women Arp on March 6, 2017. The video was given to me by Roy Parson. This was completed after multiple months of conversation with Roy Parson, email exchanges with the Mayor and Council women Arp, both of whom requested me to contact them if I have any issues with the Authority. I had removed myself from a council meeting on 2-14-17 at the request of the Mayor in order to let Roy figure out how and when to correct the Issues. All correspondences to me from the mayor indicated that this has been an ongoing issue and the City has corrected these issues before and that they will get it fixed. To date, the issue has not been corrected nor even looked into by anyone at the city. Roy Parson and I have discussed this matter on multiple occasion throughout the last year and more. No further action has been completed by the city to date. We have spent \$4,995 to remove the failing wall and regrade and grass, seed and straw the area because of our 2017 REAC Inspection on August 7, 2017. We are seeking the full amount if it is determined that the broken 6" sewer line leaks caused the failure. The BRHA Believes that all of the information discussed with Roy Parsons may or may not have been relayed to the council or Mayor; however, the mayor has been emailed on 2 to 3 different occasions regarding the issues and the lack of response from Mr. Parson and still no, to my knowledge, response from City officials.

Item 2 On January 23, 2017 we contacted the City to inform them of a sewer stoppage on their 6" sewer line located behind our Boardtown apartments. Please see attached photos for your reference. The City tore down a section of our retaining wall to correct the issue. The Problem was not corrected the correct way and the wall was never poured back. Even after Mr. Roy Parson's indicated to me every time we met that they would fix and pour back the wall. As a result of this not happening the BRHA had to spend \$1,338.85 to reframe the wall and pour back the concrete by hand and contract labor because of our 2017 REAC Inspection on August 7, 2017. We left a section of the wall open so the city has NO reason to tear down a retaining wall because it is easier. We are seeking to withhold our final 2016 PILOT payment of \$1,530.75 to offset the cost the BRHA spent to correct the problem the City caused. The

Phone: 706-632-5742
Fax: 706-632-2406
Email: mbluehous@tds.net



HOUSING AUTHORITY OF CITY OF BLUE RIDGE
30 OUIDA ST. BLDG G1
BLUE RIDGE, GA. 30513

PHONE: 706-632-5742 FAX: 706-632-2406

Tonya Nuelle – Board Chair
Bill Tilly – Board member
Donna Gay – Board Member
Deb Cantrell – Board Member
Ellan Johnson – Resident Board Member

BRHA Believes that all of the information discussed with Roy Parsons may or may not have been relayed to the council or Mayor; however, the mayor has been emailed on 2 to 3 different occasions regarding the issues and the lack of response from Mr. Parson and still no, to my knowledge, response from City officials.

Our proposal #1 to the City is that the BRHA is requesting to offset our cost of Item #1 \$4,995 to fix the potential City caused issue by offsetting our 2017 & 2018 PILOT Payments (approx. \$3,061.35, this varies year to year based on shelter rent) in order to reimburse the BRHA for monies spent on City Dedicated utilities, Easements and Right of Way's

Our proposal #2 to the City is that the BRHA is requesting to offset our cost of Item #2 (\$1,338.85) to fix the City caused issue by offsetting our FINAL 2016 PILOT Payment of \$1,530.75.

Please note for your files and reference that I have attached copies of all email correspondences with City Officials and personnel regarding both of these issues as well as my reports from meetings with Roy Parsons. These issues have resulted in a negative site score for our 2016 REAC Physical Inspection from August 7, 2017. All information has been provided to HUD to protest our Physical score because of the City Responsibilities.

Attached Exhibits: - Pictures are inserted before each item listed.

1. "A" = Copy of the "Cooperation Agreement b/w the City and the BRHA
2. "B" = Site Map of Sewer Line issues
3. "C" = 1st 2016 Pilot Payment receipt
4. Flash Drive of the Sewer Line Scoping completed by the City of Blue Ridge
5. "D" = Emails, Reports from City Meetings and Pictures other dates this was discussed were either by phone or in person:
 - 2/3/17 via phone 1:39 pm (Roy)
 - 4-6-17 met onsite at 1:00 pm (Shannon & Roy)
 - 4-13-17 met onsite with maintenance man and City at 10:30 am (Shannon & Roy)
 - 6-6-17 at city hall at 10:30 am (Roy)
 - 7-13-17 at City Hall at 10:30 mayor was in her office at that time signing checks.

**** Potential new issues concerning (2) two different manholes and washout at these manholes. East 1st in front of the (4) four apt's (the City has on 2 occasions have corrected the issue but it is reoccurring again) and also washout at a manhole located behind apt. 709 on Boardtown rd. discovered during our REAC Inspection on 8/7/17.**

Thank you


Traver Aiken
Executive Director

Holloway Trenching, LLC
 40 Waterloo trl
 Morganton, GA 30560

Estimate

Date 11/13/2017
Estimate # 186

Name / Address
CITY OF BLUE RIDGE

P.O. #
Terms

Due Date 11/13/2017
Other

Description	Qty	Rate	Total
The following estimate is for Blue Ridge Housing Authority sewer line replacement		0.00	0.00
Install new 6" Sewer line From Manhole A to Manhole C As per drawing by Hampton Engineering	1	5,500.00	5,500.00
Subtotal			\$5,500.00
Sales Tax (0.0%)			\$0.00
Total			\$5,500.00

hollowaytrenching@hotmail.com

706-455-2597



INVOICE

INVOICE NO
2409

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

SHIP TO Blue Ridge Street Paving 2017

ACCOUNT NO	TERMS	INVOICE DATE	PAGE
COBR	COD	9/26/2017	1

DESCRIPTION	UNIT PRICE	EXTENDED
Additonal asphalt to totally mill and replace Banks Street (bid package called for edge mill and overlay only 54.87 tons, material and haul cost only)	82.03	4,500.99 *

TOTAL AMOUNT 4,500.99

PAYMENT IS DUE UPON RECEIPT



**CHANGE ORDER
REQUEST**

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

SHIP Blue Ridge Street Paving 2017
TO Change Order #5

ACCOUNT NO	TERMS	CO DATE	PAGE
COBR	Change Order	9/12/2017	1

DESCRIPTION	UNIT PRICE	EXTENDED
Additional asphalt to totally mill and replace Banks Street (bid package called for edge mill and overlay only 54.87 tons, material and haul cost only)	82.03	4,500.99 *

TOTAL AMOUNT 4,500.99

* ATTENTION*
 See new terms and conditions
 at the bottom of the page

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
218472	FORTILINE CARTERSVILLE	5686604	10/20/17	1

CUSTOMER
CITY OF BLUE RIDGE 480 WEST FIRST ST BLUE RIDGE, GA 30513

PROJECT INFORMATION
HYDRANT LOKS ETC.

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	20	EA	ENVIRO LOCKS F/FIRE HYDRANT	88.6500	1,773.00
20	20	EA	CONTROLLED KEYS/KEYED ALIKE	12.8400	256.80
30	20	EA	HYDRANT LOK	116.0600	2,321.20
				Subtotal:	4,351.00
				Tax:	.00
				Bid Total:	4,351.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
 After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By DGP 10/20/17 10:23:23



AUTHORIZATION FOR PROFESSIONAL SERVICES

CLIENT: City of Blue Ridge
Attn: Honorable Donna Whitener, Mayor and City Council
480 West First Street
Blue Ridge, GA 30513
Phone: (706) 632-2091
E-mail: donna@cityofblueridgega.gov

CONSULTANT: Hayes, James & Associates, Inc.
3830 E. First Street, Suite 1
Blue Ridge, Georgia 30513

DATE: November 30, 2017

Page 1 of 3

RE: *Task Order B*
GIS Mapping Services – Data Dictionaries Update and New Layers
Professional Services Agreement
Hayes|James Project No.: 16-0630-PW

The CLIENT herewith requests and authorizes the CONSULTANT to perform Mapping and GIS Services described below and agrees to the terms as follows.

Basic Services

The Consultant will carry out the following tasks:

1. Develop new "data dictionaries" for the City's Trimble GPS data collection unit. These data dictionaries allow the City's field personnel to collect the appropriate information when out in the field, including Unique ID, year of installation, diameter/size, material, inverts/elevations, and other attributes specific to each of the features. The water and wastewater features that will have new data dictionaries are listed below:
 - a. Hydrants
 - b. Water Valves
 - c. Meters
 - d. Water mains
 - e. Demand Zone Meters
 - f. Manholes
 - g. Gravity sewers
 - h. Force mains

- i. Wastewater Valves
2. Create new layers, for the following features:
 - a. Demand Zone Meters
 - b. AMRs – approximately 1,600 new Automatic reading meters were provided to be imported based on latitude and longitude. This information will be processed through ArcGIS tools to locate on the map and create a new shape file. This layer will become the new Meter layer, as the City is the process of replacing all of its old meters with AMRs and will continue to gather additional information.
3. Create updated maps based on updated GIS information.
4. Submit all updated information, including "Base map" mxd files to City personnel. All files to be placed on the City's secure server to allow access to any mapping personnel, as necessary.
5. Develop and provide a 1-day in-person refresher workshop including practice sessions to City personnel on the following items:
 - a. Incorporation and/or update of layers and features.
 - b. Data attribute input
 - c. Data visualization
 - d. Usage of new data dictionaries in Trimble unit.

Fee for Basic Services

The CLIENT agrees to pay in accordance with the following:

CONSULTANT'S fee budget for the Basic Services described above will be a total lump sum amount of \$4,700.

Reimbursable Expenses

No reimbursable expenses are anticipated for this task order.

Schedule

CONSULTANT will proceed immediately upon authorization and anticipates completion of these services within 60 days, based on City personnel availability.

Authorization

The services described will begin upon official authorization to proceed by the City. Please return an executed copy of this authorization for our files.



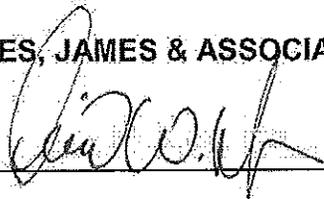
Terms and Conditions

All terms and conditions of the original agreement between the parties, dated November 29, 2016 remain the same.

Please sign in the space provided and return one original copy to our office. We appreciate the opportunity to provide Blue Ridge this service and look forward to working with you on this project.

HAYES, JAMES & ASSOCIATES, INC.

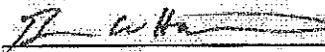
CITY OF BLUE RIDGE, GA

By:  _____

By: _____

Name/Title: Reid W. Dyer, R.L.A.
Vice President

Name/Title: Donna Whitener
Mayor

By:  _____

Attest: _____

Name/Title: Bruce W. Hamilton, R.L.S.
Survey Principal

Name/Title: _____

Date: November 30, 2017

Date: _____

RWD/bm

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

September 29, 2017
C&S Project No: B7970.008
Invoice No: 22334

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 preparation of Service Delivery Map based on revisions as discussed with City personnel and in the larger group meeting with the County and other cities, review of Ada Street drainage problems, answering questions from Keck & Wood on streetscape and evaluation of environmental concerns for potential parking lot on Pack property.

Engineering Services from June 4, 2017 to September 17, 2017

Professional Personnel

	Hours	Rate	Amount
Senior Engineer	17.25	160.00	2,760.00
Project Engineer II	3.50	130.00	455.00
Project Engineer I	5.50	105.00	577.50
Construction Inspector/Tech II	14.50	95.00	1,377.50
Party Chief	5.00	100.00	500.00
Totals	45.75		5,670.00
Total Labor			5,670.00

Total this Invoice \$5,670.00

Please contact me if you have any questions or comments.

Sincerely,

Tom H. Sloope, P.E.

cc: C&S Canton
Ms. Kelsey Ledford, City Clerk

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

September 29, 2017
Project No: B7970.012
Invoice No: 22336

Project B7970.012 Trackside Lane Sewage PS(Task Release 3)

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued work with the City, GEFA, and the developer on project schedule, revisions to construction plans based on GDOT restrictions, final approval of 25% principal forgiveness from GEFA, and preparation of developer cost portion breakdown.

Engineering Services from June 4, 2017 to September 17, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned
Preliminary Engineering	2,500.00	100.00	2,500.00
Engineering Design	25,500.00	100.00	25,500.00
Permitting	10,000.00	100.00	10,000.00
Contract Admin/Constr. Review	10,850.00	0.00	0.00
Total Fee	48,850.00		38,000.00
		Previous Fee Billing	38,000.00
		Current Fee Billing	0.00
		Total Fee	0.00

Additional Services

	Hours	Rate	Amount
Senior Engineer	4.75	160.00	760.00
Project Engineer II	12.25	130.00	1,592.50
Construction Inspector/Tech II	13.25	95.00	1,258.75
Totals	30.25		3,611.25
Total Labor			3,611.25

Total this Invoice **\$3,611.25**

Project	B7970.012	Trackside Lane Sewage PS(Task Release 3)	Invoice	22336
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Please contact me if you have any questions or comments.

Sincerely,



Tom H. Sloope, P.E.

cc: C&S Canton

Ms. Kelsey Ledford, City Clerk

Invoice



Carter & Sloop
CONSULTING ENGINEERS

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

September 29, 2017
C&S Project No: B7970.018
Invoice No: 22340

C&S Project B7970.018 WWTF Improvements, Temperature & Metals

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued sampling based on new limits being imposed by EPD, coordination of new testing consultant (Pace Analytical), locating new temperature testing locations as requested by EPD, and preparation of update report to be submitted by October 2017 deadline.

Engineering Services from June 4, 2017 to September 17, 2017

Task	001	Preliminary		
Fee				
Total Fee		30,000.00		
Percent Complete	100.00	Total Earned	30,000.00	
		Previous Fee Billing	25,500.00	
		Current Fee Billing	4,500.00	
		Total Fee		4,500.00
				Total this Task
				\$4,500.00

Task	002	Design & Permitting		
Professional Personnel				
			Hours	Rate
				Amount
Project Engineer II			9.75	130.00
Project Engineer I			20.50	105.00
Totals			30.25	3,420.00
Total Labor				3,420.00
				Total this Task
				\$3,420.00

Task	999	Reimbursable Expenses		
Consultants				
Lane S. Bishop & Associates			862.50	
Pace Analytical Services, LLC			9,049.35	
Total Consultants			9,911.85	9,911.85
				Total this Task
				\$9,911.85
				Total this Invoice
				\$17,831.85

Project	B7970.018	WWTF Improvements, Temperature & Metals	Invoice	22340
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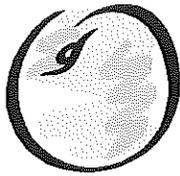
Please contact me if you have any questions or comments.

Sincerely,

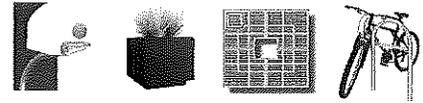


Tom H. Sloope, P.E.

cc: Ms. Kelsey Ledford, City Clerk



Peach State Amenities, LLC



BENCHES, BIKE RACKS, RECEPTACLES, BLEACHERS, BASKETBALL & SOCCER GOALS, GRILLS, Pet Stations & more!

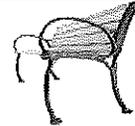
Sales Associate: John Wagener (Atlanta, Georgia) Office: (770) 578-6500 Fax: (866) 731-9611

* Exclusive Manufacturer's Representative of VICTOR STANLEY, INC. Quality Site Furnishings Since 1962

*** Bill To:** *Project Name: **The city of Blue Ridge**

Attention: Kim Keenan
The city of Blue Ridge
480 West First Street
Blue Ridge, GA 30513
Phone: (706) 632-2091, ext. 8
Fax: (706) 632-3278
e-mail: kkeenana@cityofblueridgega.gov

Date:
12/6/2017



QUOTATION #
4200_12062017

Page 1 of 2



*** Ship To:**
The city of Blue Ridge
350 Gray Street

Blue Ridge, GA 30513
Contact name for delivery: Kim Keenan
Contact cell phone # for delivery: (706) 633-7433

* Note: If the delivery address changes, then so may pricing due to freight & sales tax.

QTY. Model # Description Unit Cost Total Price

3	RB-28	Victor Stanley, Inc. Steelsites RB Series All-AMERICAN MADE Steel Bench 6-Ft. length (346 Lbs.). Carefully fabricated and expertly hand finished, the RB-28 combines elegance and comfort with strength and durability.	\$1,129.08	\$3,387.24
3	RB-36	Victor Stanley, Inc. Steelsites RB Series 36-Gallon Litter Receptacle, Standard Tapered Lid , secured with vinyl coated galvanized steel aircraft cable, Black Plastic Liner with leveling feet (243 Lbs.). American Made.	\$869.12	\$2,607.36

*** MADE IN THE USA!**

* Total shipping weight = 1,722 Lbs. from Dunkirk, MD (Freight)

Current Manufacturing Lead-Time: 8-12 weeks.

**** This quotation is only valid for 30 days.**

*Finish: Std 8-10 Mil Thick Powder Coated Color to be: **VS-BLACK**

Material Subtotal:	\$5,994.60
Freight:	\$605.00
Subtotal:	\$6,599.60
7 % Sales Tax:	Tax Exempt
Total:	\$6,599.60

* If a lift gate truck is required, there will be an additional charge of TBD added to the freight cost.

Please select lift gate requirement : (NO) *Note: A forklift will be needed to off load.

* Note: All products must be permanently affixed to the ground. Anchor bolts are NOT provided.
Common Carrier unloading is the responsibility of the receiver. All orders are entered into production after receipt of a signed quotation/purchase order, credit determinations and deposit if applicable. Price

does not include installation or assembly.

*** Please make out all Payments & Any PO's Directly to: VICTOR STANLEY, INC.
P.O. Drawer 330 / 2103 Brickhouse Road Dunkirk, Maryland, 20754**

***Payment Terms= Net 30 Days**

*** Please Do Not pay nor mail Peach State Amenities, LLC.**

* Please Note: Victor Stanley, Inc. (VSI) is a manufacturer of site furnishings including litter receptacles, benches, tables, planters, bike racks, bollards and ash urns. VSI is not a contractor or sub-contractor working on site. As a result, VSI does not have the original contract, plans, specifications or any addendums/addendas for this project. Therefore, VSI can only be responsible for quoting and providing the Products and Quantities that are the subject of the purchase order that has been provided to us. Please review this quotation carefully. If any changes are necessary, such as changes in Model Numbers, Quantities, Finishes, Specific Options, Up-Charges etc. please let us know immediately and we will send a revised quotation reflecting such changes.

*** Please provide the following additional information below to better assist possible delivery times.**

(Factory's Standard Lead-time is 8-12 weeks)

1. Requested/Target Delivery Date of: _____
2. Do not ship before Date of: _____
3. Will you accept delivery of your order before the 8-12 week lead-time? (Yes / No)
4. Will you accept delivery of your order before the requested delivery date: (Yes / No)
5. Required delivery date for: (Memorial, Special Event, Grand Opening, construction deadline, etc.)

Quote # 4200_12062017

Page 2 of 2

* Please review this quote, confirm quantities & product descriptions with plans & specifications. * PLEASE DOUBLE CHECK THE QUANTITIES & ACCURACY OF THIS QUOTE WITH YOUR SPECS BEFORE PLACING AN ORDER. PLEASE LET US KNOW IF ANY REVISIONS NEED TO BE MADE. * All orders are entered into production after receipt of a signed quotation or purchase order, All credit determinations are made by Victor Stanley's credit department & Deposit if applicable. Customer may be billed and responsible for any additional sales tax that may apply.

* Cancellation Fee: Victor Stanley, Inc. Manufactures all products to specific orders and therefore reserves the right to charge a cancellation fee (TBD) if any order is cancelled by the buyer while goods are in production.

* Please note, it is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported. This includes damage to materials that will be stored for later use.

X Name (Please Print): _____ **X Title:** _____

X Customer Signature: _____ **X Date:** _____

Office: (770) 578-6500 FAX: (866) 731-9611 e-mail: John@PeachStateAmenities.com



Security Detection, Inc.

Corporate Headquarters
161 Kuniholm Drive # 5
Holliston, MA 01746
Tax Reg N°: 223919365
Toll Free 1-800-564-2755
Direct: 617-308-0519
Fax # 508-519-1087
mwhite@securitydetection.com
www.securitydetection.com

Estimate

Estimate No: 3942
Date: 10/17/2017

For: City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513
Attn: Tony Byrd

Ship To: 480 W. 1st Street
Blue Ridge, GA 30513
Attn: Tony Byrd

Ship Date 10/17/2017
Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Fisher M-Scope portable security walk-through metal detector	1	\$3,749.95	\$3,749.95
Fisher CW-10 handheld security wand metal detector - included free of charge	1	\$0.00	\$0.00
Sign, "Metal Detector Screening required" - included free of charge	1	\$0.00	\$0.00
Floor mat with foot placement layout for wand screening area - included free of charge	1	\$0.00	\$0.00
Pocket item trays to hold personal items (keys, cell phones, pocket change etc.) - included free of charge	3	\$0.00	\$0.00
		Subtotal	\$3,749.95
		TAX 0%	\$0.00
		Shipping	\$150.00
		Total	\$3,899.95
Total			\$3,899.95

Comments

Warranty: 2 years