

## City of Blue Ridge

---

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

City of Blue Ridge  
Council and Downtown Development Authority  
Joint Meeting Minutes  
City Hall  
480 West First Street  
September 12, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Rhonda Haight and Harold Herndon  
Council Member and DDA Vice Chairman Nathan Fitts  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart  
Attorney Adam Rozen  
DDA Chairman Cesar Martinez  
DDA Treasurer and Secretary Jay Hamilton  
DDA Board Members Brandon Lofton, Nichole Potzauf,  
Gene Holcombe and Susan Catron

- 1) Call Meeting to Order:  
Council Member Rhonda Haight made a motion to call the meeting to order. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.
- 2) FY2019 Millage Rate Hearing (Second Public Hearing):  
Attorney Adam Rozen opened the second public hearing for the FY2019 Millage Rate. There being no comments, Rozen closed the public hearing.
- 3) FY2019 Millage Rate Ordinance (First Reading):  
Attorney Adam Rozen gave an intro of the proposed FY2019 Millage Rate Ordinance, read the first paragraph of the ordinance as well as each section title.
- 4) Welcome statement/introduction:  
Downtown Development Authority Board Chairman, Cesar Martinez introduced himself and the other board members. He also confirmed which committee each board member was on.
- 5) DDA overview:  
The board oversees four different committees: Economic Development, Parking, Design and Community Outreach.

## City of Blue Ridge

---

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

6) Individual Committee reviews:

- a. Executive: Cesar Martinez presented the boards vision statement and mission statement (attached with final revisions included).
- b. Economic Development: Gene Holcombe discussed funding options and the desire to have Ann Arnold come back and assist with future projects. He presented a press release titled "Bank on Blue Ridge" (attached with final revisions included).
- c. Parking: Brandon Lofton thanked the Council for the opportunity to serve on the DDA. He explained that he was newly appointed but that his plans were to work with property owners with vacant lots to lease for parking and to move employees to designated parking areas which will free prime parking for visitors. He also discussed that he wanted to work on designating parking for train only as well.
- d. Design: Nichole Potzauf gave an update on what her and her committee have and continue to work on including Main Street designation, place making, way finding and historical preservation.
- e. Community Outreach: Susan Catron also commented on being newly appointed. She stated that her focus would be on utilizing and updating the website to include information for downtown as well as working with the chamber for a downtown app.

7) Next steps:

The Council and Board discussed receiving monthly updates from the DDA Chairman, as well as checking on the status of the contracts with Ann Arnold and Executive Parking Systems. Council Member Nathan Fitts made a motion to approve the contract with Executive Parking Systems pending approval of the City Attorney and once approved by the City Attorney, the Mayor could sign the contract. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

8) Closing remarks:

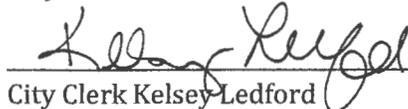
The Council and board decided to hold quarterly joint meetings on an as needed basis.

9) Adjournment:

Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Meeting adjourned.



\_\_\_\_\_  
Mayor Donna Whitener



\_\_\_\_\_  
City Clerk Kelsey Ledford

\_\_\_\_\_  
November 12, 2019

Approved

10/01/2019

## BLUE RIDGE DDA MISSION AND VISION STATEMENTS

### 1. MISSION

The mission of the Blue Ridge DDA is to enhance the economic potential and preserve the historical character of the downtown district, the heart and hub of Fannin County, through promotional activities, development and an organizational structure that focuses on community involvement with local businesses, residents, retirees and other citizens.

### 2. VISION

Blue Ridge is Appalachia's most inclusive, family-friendly fresh water destination featuring world class dining, shopping, artistic and cultural endeavors, growing economy, entrepreneurial opportunity and all-season recreation. The City of Blue Ridge is also a designated GCA/GM Art Town.

We are committed to preserving our unique community while maintaining a vital, successful and attractive downtown for our residents, merchants and visitors. All citizens of Fannin County will have a greater appreciation, respect and understanding for the historic city center. The Central Business District (CBD) will be valued as a vibrant economic and cultural district and a vital contributor to the community's heritage and identity. The CBD will be better because of the partnerships, investments and an enhanced sense of place. Blue Ridge will have an enriched quality of life in which to live, work and play.

## **“Bank on Blue Ridge” loan program launched by the Blue Ridge Downtown Development Authority**

The City of Blue Ridge’s new Downtown Development Authority (DDA) would like to encourage participation in the “Bank on Blue Ridge” program, a loan program to encourage the economic development of the Central Business District. Through the Georgia Cities Foundation and GA Department of Economic Affairs, the program provides below market-rate gap financing to spur commercial redevelopment.<sup>1</sup>

Eligible funds are intended to be used to fund the purchase of real estate (land and property), expansion and rehabilitation and/or equipment. The funds are not eligible to be used for operating capital, payment of taxes and product development.

“The program sponsored by the Georgia Cities Foundation’s revolving fund helped me in the purchase of my building in downtown Blue Ridge by offering me a low interest loan that in conjunction with a loan from my bank, resulted in a blended mortgage rate below what was being offered at the time from traditional lending institutions. The program is geared toward improvements or purchases of buildings in small downtowns. Our DDA can help others in facilitating the process of revitalizing Blue Ridge’s downtown area. The process takes some time but is well worth the investment.”

Cesar Martinez, DDA Chairman

The Downtown Development Authority is focused on promoting economic development through revitalization and rehabilitation of our downtown community. These funds can help investors or business owners develop, expand or renovate their business which ultimately helps grow business and employment.

Applicants for funds must demonstrate that they have a viable downtown project that is consistent with the community’s plans for downtown development, have a positive economic impact, and clearly identify the proposed uses of the loan funds. The process involves a review and approval process by the Blue Ridge DDA, prior to submission to lending institutions. Businesses and entrepreneurs interested in the “Bank on Blue Ridge” loan program should contact the Downtown Development Authority for further information.

(need contact info to add)

---

<sup>1</sup> For full information of the Program and rules, please visit [www.georgiacitiesfoundation.org](http://www.georgiacitiesfoundation.org). The DDA does not guarantee approval or create Program rules.

## 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 8, 2019 at 5:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Rhonda Haight and  
Harold Herndon  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart  
City Attorney James Balli

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

2) Prayer and Pledge of Allegiance:

Mayor Donna Whitener welcomed Pastor Jay Hughes to offer a word of prayer, followed by the Pledge of Allegiance. Mayor Donna Whitener then asked Pastor Hughes to give an update on the United Methodist Church construction.

3) Approval of Minutes from Previous Meeting:

a) Council Member Nathan Fitts made a motion to approve the September 10, 2019 Council Meeting Minutes. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

4) Approval of Agenda or Motion to Amend Agenda (if applicable):

Council Member Nathan Fitts made a motion to move agenda item "East Main Retaining Wall" to discussion and to add agenda item "Propane Contract" to action. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

**Public Comments (for all speakers who have signed up the previous week):**

- 5)
- 6)
- 7)

## City of Blue Ridge

---

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

8)

9)

10) Monthly Downtown Development Authority Update:

DDA Chairman, Cesar Martinez informed the Mayor and Council that the DDA postponed their regular meeting to the following month due to not having a quorum. He also stated that the DDA would be proposing that the City Council allow the DDA to purchase the shuttles used downtown and to operate the shuttle service. He closed by confirming the Council has Executive Parking Systems under contract until the end of the year.

11) Monthly Blue Ridge Business Association Update:

BRBA President, Cesar Martinez announced that Safezone would be held on Halloween night from 5:30 p.m. until 7:00 p.m. rain or shine.

**Action Agenda Items (Items requiring the approval of the Council):**

12) FY2019 Millage Rate Hearing (Third and Final Public Hearing):

City Attorney James Balli opened the public hearing. No comments were received from the public. The hearing was then closed by City Attorney James Balli.

13) FY2019 Millage Rate Ordinance (Second Reading and Adoption) **ROLL CALL:**

City Attorney James Balli confirmed that this was the second reading of the ordinance and confirmed that the proposed millage rate was 5.378 mills. He then asked if there were any questions. There being none, he asked for a motion. Council Member Nathan Fitts made a motion to approve and adopt the FY2019 Millage Rate Ordinance (attached). The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0 by way of a roll call vote. Motion carried.

14) FY2020 Budget Hearing (Second and Final Public Hearing):

City Attorney James Balli opened the public hearing. No comments were received from the public. The hearing was then closed by City Attorney James Balli

15) FY2020 Budget Resolution (First Reading and Adoption):

Mayor Donna Whitener read the first paragraph of the proposed resolution. Council Member Rhonda Haight made a motion to approve and adopt the FY2020 Budget Resolution (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

## City of Blue Ridge

---

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

16) Broadband Ready Community Ordinance (First Reading):

City Attorney James Balli introduced the proposed Broadband Ready Community Ordinance and gave a summary.

17) ROW Abandonments:

The Mayor and Council were presented with two right-of-way abandonment requests. City Attorney James Balli presented each request and explained that a resolution and quit claim deed, once approved by him, would need to be approved to abandon the rights-of-way.

Council Member Nathan Fitts made a motion to approve the proposed Church Street ROW Abandonment (attached). The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

Council Member Nathan Fitts made a motion to approve the proposed ROW Abandonment between 1082 and 112 East Main Street (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

**Purchasing Approvals:**

18) Mountain Communications Inc. Invoice No. 5001:

After discussion, Council Member Nathan Fitts made a motion to approve the Mountain Communications Inc. Invoice No. 5001 in the amount of \$18,860.00 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

19) Light Up Blue Ridge Budget:

After discussion, Council Member Rhonda Haight made a motion to approve a budget up to \$15,000.00 for Light Up Blue Ridge (LUBR) and for the funds to be taken from Hotel/Motel. The motion was seconded by Council Member Harold Herndon. The Council voted 3-1 with Council Member Robbie Cornelius opposed. Motion carried.

20) Kendall Supply Quote No. 282019KDP:

The Mayor and Council were presented with Quote No. 282019KDP from Kendall Supply in the total amount of \$51,100.00 (attached). Mayor Donna Whitener explained that \$34,600.00 would be paid with GEFA funds and the remaining \$16,500.00 would be paid with City funds. Council Member Rhonda Haight made a motion to approve the quote. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

## City of Blue Ridge

---

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

21) Carter & Sloope Task Release No. 25:

Council Member Nathan Fitts made a motion to approve Carter & Sloope Task Release No. 25 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

22) Propane Contract:

City Attorney James Balli discussed some wording within the proposed Fort Mountain Propane contract and then proceeded to recommend that the City not enter into a contract for propane. Council Member Nathan Fitts made a motion to resend the contract with Fort Mountain Propane. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

23) Water Department Truck Purchase:

The Mayor and Council were presented with two quotes for the purchase of a new truck for the Water Department. The quotes were not labeled so there was some confusion as to who the quotes were from. The first quote was in the amount of \$46,688.00 and was marked as the supervisor's preference. The second quote was in the amount of \$46,789.05. The quotes are attached. Council Member Rhonda Haight made a motion to approve the quote in the amount of \$46,688.00. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

**Discussion Agenda Items (Items for discussion only):**

24) East Main Retaining Wall:

Council Member Rhonda Haight discussed damage to the retaining walls on East Main Street. She mentioned that there was limited drainage in the area and that the water was pushing the walls causing the damage. She asked Zoning, Land Development and Project Manager Jeff Stewart to work on obtaining quotes for the repair and to score the walls regarding priority. She closed by asking that the repairs be paid with SPLOST funds.

25) Executive Session (if needed)—Personnel, Legal, Land Sale/Acquisition:

Council Member Rhonda Haight made a motion to close the meeting for an executive session. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

Council Member Nathan Fitts made a motion to open the meeting from an executive session. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

## City of Blue Ridge

---

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

Council Member Rhonda Haight made a motion to give Mark Clemmons a \$1.00 per hour raise, effective this pay period. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

Council Member Rhonda Haight made a motion to hire Sandy Bramlett full-time for office staff at \$10.00 per hour. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

26) Adjournment:

Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Meeting adjourned.



\_\_\_\_\_  
Mayor Donna Whitener



\_\_\_\_\_  
City Clerk Kelsey Ledford

November 12, 2019

Approved

FIRST READING September 12, 2019

ADVERTISED August 28, September 4 & 25,  
2019

PUBLIC HEARINGS September 10 & 12,  
October 8, 2019

PASSED October 8, 2019

AN ORDINANCE NO. BR2019-12

AN ORDINANCE TO THE AD VALOREM TAX RATE FOR THE CITY OF BLUE RIDGE, GEORGIA FOR THE CALENDAR YEAR OF 2019 AND THE 2020 FISCAL YEAR FOR SAID CITY OF BLUE RIDGE; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES; TO PROVIDE AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2019; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; AND FOR OTHER PURPOSES.

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

**SECTION 1.**

**NET MILLAGE RATE**

The ad valorem tax rate for the City of Blue Ridge, Georgia, for the calendar year 2019 and for the 2020 fiscal year for the City of Blue Ridge, based upon an estimated total valuation [at the forty (40%) percent digest value] by the tax assessors of Fannin County of property subject to ad valorem taxation by the

of Blue Ridge is hereby set at a net millage rate of 5.378 mills.

## **SECTION 2.**

### **NET MILLAGE RATE FOR THE PURPOSE OF RAISING REVENUES TO PROVIDE GOVERNMENTAL SERVICES**

Upon adding the total receipts of the local option sales tax for the 2018 calendar year, and dividing the net property value into it, the City Council determined the roll back rate for the City, and set a net millage rate of 5.378 mills for the Blue Ridge taxable property, to be levied on each \$1,000.00 of taxable property (at its forty (40%) percent digest value) within the corporate limits for the following purposes:

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

## **SECTION 3.**

### **2019 AD VALOREM TAX LEVY**

There is hereby levied upon all property subject to ad valorem taxation by

the City of Blue Ridge, Georgia, a net ad valorem tax for the year 2019 of 5.378 mills on each \$1,000.00 of value of taxable property (at its forty (40%) percent digest value).

#### **SECTION 4.**

#### **DUE DATE OF TAX**

The said tax imposed is due and payable upon receipt of a tax notice mailed to each owner of the property subject to taxation. In any event, all taxes due under this Ordinance shall be paid no later than the sixtieth day after the postmark on said tax bills, without penalty.

#### **SECTION 5.**

#### **INTEREST AND PENALTIES ASSESSED**

Unless not allowed by general statutory law, all delinquent and past due taxes shall bear a penalty of 5% to be added after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due. Further, all past due and delinquent taxes shall bear interest at an annual rate equal to the prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15, or any publication that may supersede it, plus 3% to accrue monthly. Such interest rate shall be determined each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each year. Interest shall begin being assessed on the sixty-

first day after the post mark on said tax bills and any period of less than one month shall be considered to be one month. The director or manager of the City Tax Department may waive the collection of any penalties and interest, in whole or in part, due the City on unpaid taxes or assessments whenever or to the extent that he or she reasonably determines the delay in payments was attributable to the action or inaction of his or her department.

### **SECTION 6.**

#### **NOTICE, ISSUANCE OF FI.FA., AND LEVY AND SALE TO COLLECT PAST DUE AND DELINQUENT AD VALOREM TAXES**

A past due and delinquent tax notice shall be mailed by the Mayor, or other duly authorized agent of the City of Blue Ridge, Georgia to all owners of property subject to taxation who have not paid the tax due on or before the sixty-first day after the postmark on said tax bills. The past due and delinquent tax notice shall be sent by certified or registered mail. Upon failure to pay the tax due within thirty days of the return receipt of the past due and delinquent tax notice sent by certified or registered mail, the Mayor, the City Manager, or other proper duly authorized agent for the City of Blue Ridge, Georgia, shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Blue Ridge, Georgia or on the general execution docket of Fannin County. All property of a taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and the

delinquent ad valorem taxes, or through any other foreclosure procedure allowed under Georgia law including, but not limited to the procedure set out by O.C.G.A. § 48-4-75 et seq. The City of Blue Ridge, Georgia, shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Blue Ridge, Georgia, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed. In the interests of efficiency and to avoid costs of collection exceeding the amount due, the director or manager of the City Tax Department may, in his or her sole discretion, choose to waive any past due accounts or amounts which do not exceed ten dollars (\$10).

#### **SECTION 7.**

#### **PROCEDURE FOR COLLECTION OF PAST DUE AND DELINQUENT AD VALOREM TAXES FOR THE YEARS PRIOR TO CALENDAR YEAR 2019**

For all past due and delinquent ad valorem taxes for the years prior to the calendar year 2019 which are due and owing to the City of Blue Ridge, Georgia by delinquent taxpayers, the City of Blue Ridge, Georgia, through a duly authorized agent, which may be, but does not have to be, the Mayor, the City Manager, or other authorized agent, shall send a past due and delinquent tax notice by mail to all owners of property subject to taxation for the calendar years prior to 2019 who have not paid the tax due for said prior calendar years. This past due and delinquent tax notice shall be sent to said delinquent taxpayers by certified or

registered mail, return receipt requested. Upon failure to pay the tax due by the delinquent taxpayers within thirty days of the return receipt of the past due and delinquent tax notice, the Mayor, the City Manager, or other duly authorized agent of the City of Blue Ridge, Georgia acting by and through the proper taxing authority, shall cause a writ of fieri facias to be issued and recorded on the appropriate tax digest of the City of Blue Ridge, Georgia or upon the general execution docket of Fannin County. All property of the delinquent taxpayer subject to said writ shall be subject to levy and sale in accordance with the provisions for sheriff's sales to secure payment of the past due and delinquent ad valorem taxes, or shall be subject to any other collection procedure allowed by Georgia law, including but not limited to O.C.G.A. § 48-4-75 et seq. The delinquent and past due ad valorem taxes for the prior calendar years shall bear a penalty and interest amount equal to the maximum amount allowed by general statutory law. The City of Blue Ridge, Georgia, shall also be entitled to assess the expenses of any tax foreclosure sale, including attorney's fees, which the City of Blue Ridge, Georgia, incurred due to the failure of the owner (taxpayer) to pay the ad valorem taxes owed.

## **SECTION 8.**

### **REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT**

Any part of any prior ordinances, in conflict with the terms of this

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

## **SECTION 9.**

### **SEVERABILITY**

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

## **SECTION 10.**

### **EFFECTIVE DATE**

The effective date of this Ordinance shall be immediately upon its passage

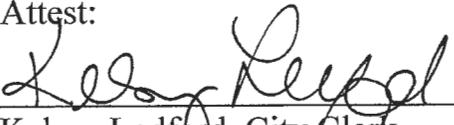
by the City Council and execution by the Mayor or upon fifteen (15) days expiring from the date of its passage without a veto of said Ordinance by the Mayor as set forth in the City Charter at Section 3.23(b).

SO ORDAINED, this 8 day of October, 2019.

**BLUE RIDGE CITY COUNCIL**

By:   
Mayor

Attest:

  
Kelsey Ledford, City Clerk

**A RESOLUTION OF  
CITY OF BLUE RIDGE  
AUTHORIZING ADOPTION OF THE  
2020 FY BUDGET**

**PASSED:** October 8, 2019

**A RESOLUTION NO. BR 2019-13**

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2020; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2020 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2020 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.**

WHEREAS, pursuant to Section 35.45 of the Blue Ridge Code of Ordinances, the City has adopted a fiscal year beginning January 1 and ending December 31 of each year;

WHEREAS, O.C.G.A. § 36-81-3, and/or other laws, provide that the governing authority of each local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund and each debt service fund of the entity;

WHEREAS, the City Council does hereby desire to adopt a General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund and Water and Sewer Fund budget by this resolution for the calendar year of 2020 and the fiscal year of 2020; and

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE ABOVE-REFERENCED AUTHORITY, as follows:

**SECTION 1. BUDGET FOR THE FUNDS OF THE CITY OF BLUE RIDGE.**

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the City, does hereby adopt a balanced budget for the General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund and Water and Sewer Fund of the City for the calendar year of 2020 and the fiscal year of 2020, and being as more specifically described by the attached ledger sheets comprising the budget, and which indicate the following:

- (1) Administration, operation and maintenance expenses of each department or office of the City;
- (2) Interest and debt redemption charges;
- (3) Proposed capital expenditures, detailed by departments and offices when practicable;
- (4) Cash deficits of the preceding year;
- (5) Contingent expenses; and
- (6) Such reserves as may be deemed advisable by the City Council;

and which are all incorporated by reference into this budget resolution and comprising the budget for the on-coming fiscal year.

**SECTION 2. BALANCED BUDGET.**

As indicated by the incorporated budget, the proposed budget for fiscal year 2020 is balanced in that the sum of estimated revenues and appropriated fund balances is equal to appropriations, and in accordance with O.C.G.A. § 36-81-3(b)(3).

**SECTION 3. AMENDMENT TO THE BUDGET.**

Nothing within this budget resolution shall preclude the City Council of the City of Blue Ridge, Georgia from amending its budget for the 2020 fiscal year so as to adapt to changing

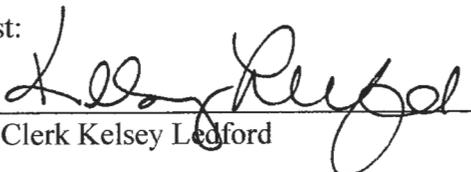
governmental needs during the budget period, being said fiscal year for the City of Blue Ridge. The City Council of the City of Blue Ridge retains full and complete authority to amend said budget at any time during the budget period due to a change in anticipated revenues or through a transfer of appropriations among departments, so long as said budget amendments are approved by the City Council of the City of Blue Ridge. All changes in the budget, budget appropriations, or transfers of appropriations within the departments of the City of Blue Ridge, Georgia shall be in accordance with such policies as are adopted by the City Council of the City of Blue Ridge, Georgia.

SO ORDAINED, this 8 day of October, 2019

**BLUE RIDGE CITY COUNCIL**

By:  \_\_\_\_\_  
Mayor

Attest Ordinance Passed: October 8, 2019

Attest:  
  
\_\_\_\_\_  
City Clerk Kelsey Ledford

**CITY OF BLUE RIDGE  
2020  
BUDGET SUMMARY**

**ADOPTED OCTOBER 8, 2019**

DEPT #	GENERAL FUND	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	AMENDED BUDGET 2019	BUDGET 2020
<b>REVENUES</b>						
31	TAXES	\$ 1,897,464	\$ 1,952,383	\$ 2,115,917	\$ 2,033,400	\$ 2,328,000
32	LICENSES & PERMITS	109,465	137,905	152,373	142,500	148,500
33	INTERGOVERNMENTAL REVENUE	28,811	9,961	28,330	3,000	3,000
34	CHARGES FOR SERVICES	23,476	24,808	94,065	69,350	35,450
35	FINES AND FORFEITURES	168,446	185,749	232,796	200,000	220,000
36	INVESTMENT INCOME	4,363	4,552	4,719	4,000	4,000
37	CONTRIBUTIONS AND DONATIONS	100	-	7,600	-	-
38	MISCELLANEOUS REVENUE	65,560	67,040	104,413	57,000	54,000
39	OTHER FINANCING SOURCES	147,396	47,974	59,500	85,000	111,000
	<b>TOTAL REVENUES</b>	<u>\$ 2,445,081</u>	<u>\$ 2,430,372</u>	<u>\$ 2,799,713</u>	<u>\$ 2,594,250</u>	<u>\$ 2,903,950</u>
<b>EXPENDITURES</b>						
1100	MAYOR AND COUNCIL	\$ 105,255	109,400	\$ 132,446	\$ 131,025	\$ 250,238
1400	ELECTIONS	348	29,488	-	-	-
1500	GENERAL ADMINISTRATION	342,449	299,178	418,330	323,392	414,824
1514	TAX ADMIN & LICENSING	49,262	48,175	49,777	51,224	7,300
2650	MUNICIPAL COURT	123,859	128,875	146,093	139,838	155,840
3200	POLICE	797,247	827,904	977,307	953,836	1,083,903
3226	CUSTODY OF PRISONERS	9,110	7,290	14,841	7,000	7,000
3520	FIRE FIGHTING	18,646	21,151	22,834	23,600	24,000
4200	HIGHWAYS & STREETS	307,873	304,121	345,875	371,829	365,545
4900	SHOP	62,977	60,165	148,676	119,636	99,653
6124	RECREATIONAL FACILITIES	133,726	140,595	143,457	120,163	119,775
6210	PARKS ADMINISTRATION	40,792	51,662	75,810	52,408	11,100
6220	PARK AREAS	234,855	102,446	130,564	140,502	162,221
7400	PLANNING AND ZONING	51,024	29,513	71,134	84,427	102,365
7540	TOURISM	52,630	39,133	146,844	71,020	59,836
7550	DOWNTOWN DEVELOPMENT	-	-	-	-	36,000
7565	SPECIAL FACILITIES- RENTAL	3,685	3,121	2,253	4,350	4,350
	<b>TOTAL EXPENDITURES</b>	<u>\$ 2,333,738</u>	<u>\$ 2,202,217</u>	<u>\$ 2,826,241</u>	<u>\$ 2,594,250</u>	<u>\$ 2,903,950</u>

**CITY OF BLUE RIDGE**  
**2020**  
**BUDGET SUMMARY**  
ADOPTED OCTOBER 8, 2019

DEPT #	CONFISCATED ASSETS FUND	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	AMENDED BUDGET 2019	BUDGET 2020
<b>REVENUES</b>						
35	FINES & FORFEITURES	\$ 1,652	\$ 8,253	\$ -	\$ 1,500	\$ 1,500
<b>EXPENDITURES</b>						
3200	POLICE	\$ 245	\$ 8,415	\$ -	\$ 1,500	\$ 1,500

DEPT #	HOTEL/MOTEL FUND	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	AMENDED BUDGET 2019	BUDGET 2020
<b>REVENUES</b>						
31	TAXES	\$ 169,235	\$ 169,264	\$ 183,002	\$ 170,000	\$ 180,000
34	CHARGES FOR SERVICES	-	-	-	-	-
	TOTAL REVENUES	\$ 169,235	\$ 169,264	\$ 183,002	\$ 170,000	\$ 180,000
<b>EXPENDITURES</b>						
7540	TOURISM	\$ -	\$ 10,688	\$ -	\$ -	\$ 138,950
7550	DOWNTOWN DEVELOPMENT	101,226	56,782	6,356	-	36,000
7565	SPECIAL FACILITIES	5,118	7,126	5,554	-	5,050
	TOTAL EXPENDITURES	\$ 106,344	\$ 209,596	\$ 11,910	-	180,000

DEPT #	SPLOST FUND	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	AMENDED BUDGET 2019	BUDGET 2020
<b>REVENUES</b>						
33	INTERGOVERNMENTAL REVENUE	\$ 326,732	\$ 364,982	\$ 435,300	\$ 746,000	\$ 788,820
36	INVESTMENT INCOME	1,423	504	238	500	500
38	MISCELLANEOUS REVENUE	-	12,508	4,000	-	-
39	OTHER FINANCING SOURCES	-	135,000	-	-	-
	TOTAL REVENUES	\$ 328,155	\$ 512,994	\$ 439,538	\$ 746,500	\$ 789,320
<b>EXPENDITURES</b>						
4200	HIGHWAYS & STREETS	\$ 106,551	\$ 1,332,698	\$ 60,338	\$ 371,500	\$ 539,320
7550	DOWNTOWN DEVELOPMENT	15,125	60,654	21,931	375,000	250,000
	TOTAL EXPENDITURES	\$ 121,676	\$ 1,393,352	\$ 82,269	\$ 746,500	\$ 789,320

**CITY OF BLUE RIDGE**

**2020**

**BUDGET SUMMARY**

**ADOPTED OCTOBER 8, 2019**

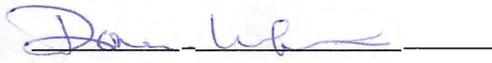
DEPT #	WATER AND SEWER FUND	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	AMENDED BUDGET 2019	BUDGET 2020
<b>REVENUES</b>						
33	INTERGOVERNMENTAL REVENUE	\$ 2,060,344	\$ 451,071	\$ 413,953	\$ 253,000	\$ 137,500
34	CHARGES FOR SERVICES	3,094,750	3,305,992	3,705,590	3,601,500	3,782,000
36	INVESTMENT INCOME	1,895	2,539	3,078	2,000	3,000
38	MISCELLANEOUS REVENUE	5,807	15,530	14,171	10,000	-
39	OTHER FINANCING SOURCES	-	-	-	1,787,000	512,500
	<b>TOTAL REVENUES</b>	<u>\$ 5,162,796</u>	<u>\$ 3,775,132</u>	<u>\$ 4,136,792</u>	<u>\$ 5,653,500</u>	<u>\$ 4,435,000</u>
<b>EXPENSES</b>						
4310	SANITARY ADMINISTRATION	\$ 289,630	\$ 331,355	\$ 111,289	\$ 124,197	\$ 129,936
4311	CDBG SEWER GRANT	-	174	-	-	-
4331	SANITARY SEWER MAINTENANCE	220,537	218,305	294,410	1,084,763	817,496
4335	SEWAGE TREATMENT PLANT	383,076	402,136	549,086	710,037	975,978
4410	WATER ADMINISTRATION	648,955	815,984	619,985	808,797	847,121
4415	GEFA PROJECT	127,295	161,212	201,902	1,346,000	150,000
4430	WATER TREATMENT	426,135	413,438	777,911	480,443	485,399
4440	WATER DISTRIBUTION	636,686	535,007	1,097,762	972,804	1,029,070
4450	WATER LOSS PREVENTION	36,561	49,047	58,189	126,459	-
	<b>TOTAL EXPENSES</b>	<u>\$ 2,768,875</u>	<u>\$ 2,926,658</u>	<u>\$ 3,710,534</u>	<u>\$ 5,653,500</u>	<u>\$ 4,435,000</u>

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE**

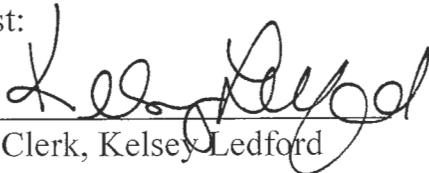
It appearing that a portion of the street and public way designated as a portion of 1 Church Street, and more specifically described in the certification of abandonment attached hereto has ceased to be used by the public to the extent that no substantial purpose is served by same and that abandoning said street and public way would be for the benefit of and in the best interest of the public;

BE IT RESOLVED, that a portion of said street and public way designated as a portion of 1 Church Street (as more particularly described within the Certificate of Abandonment), be abandoned as a public street and public way, and the attached certification of abandonment of a portion of said street and public way designated as a portion of Church Street, be, and the same is hereby adopted.

This 8 day of October, 2019.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk, Kelsey Ledford

**CERTIFICATION OF ABANDONMENT**  
**CITY COUNCIL OF BLUE RIDGE, GEORGIA**

WHEREAS, the City Council of Blue Ridge, Georgia having been requested to abandon a certain street and public way described as a portion of 1 Church Street, and lying and being upon and between property owned by Roy and Gail Conner and Whitfield Smith Holding Company, LLC and as shown in the attached plats attached hereto, which are incorporated into this certification by reference thereof;

WHEREAS, abandonment of the above-described street will not require the expenditure of federal or state funds; and

WHEREAS, the petitioners, Whitfield Smith Holding Company, LLC, are the property owners adjoining said portion of street; and

WHEREAS, the subject street has never been formally accepted, opened, or maintained as a street of the municipality of the City of Blue Ridge, Georgia and/or never utilized as a road under current road standards and requirements; and

WHEREAS, there is no ascertainable record that the City of Blue Ridge did not acquire the subject street by purchase, no compensation having ever been paid; and

WHEREAS, said street having ceased to be used by the public to the extent that no substantial purpose is served by same as a public street and that abandoning

said street and public way would be for the benefit of and in the best interest of the public;

NOW, THEREFORE, it is hereby declared that:

(1) Said street and public way designated as a portion of Church Street, as described in the attached plats, is abandoned by the City of Blue Ridge, Georgia, and that this shall certify that said street and public way is no longer a part of the municipal street system of Blue Ridge, Georgia, and further that the rights of the public in and to said street have ceased.

(2) The Mayor may dispose of the tract of land herein abandoned to the abutting owners, Roy and Gail Conner and Whitfield Smith Holding Co, LLC, and is hereby authorized to execute quit claim deeds for the subject property to the abutting land owners on behalf of the City of Blue Ridge, Georgia.

This 8 day of October, 2019.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk, Kelsey Ledford

**RECORDING STAMP SPACE**

**SURVEYOR CERTIFICATION**  
 AS REQUIRED BY SUBSECTION (G) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

APPROVED FOR RECORDING ONLY.  
 DOES NOT GUARANTEE A BUILDABLE LOT.  
 APPROVAL IS NOT REQUIRED

LAND DEVELOPMENT OR PLANNING & ZONING REPRESENTATIVE  
 DATE  
 LANE S. BISHOP, PLS 1575  
 DATE: 9-23-19



**LEGEND**

- △ CALCULATED POINT
- IRON PIN SET (IPS 1/2"RB)
- IRON PIN FOUND (I.P.F.)
- RIGHT-OF-WAY MARKER
- PROPERTY LINE
- RIDGE LINE
- FENCE
- DITCH
- STREAM
- HOLLOW
- LAND LOT LINE (LLL)
- CENTERLINE
- POWERLINE
- TELEPHONE LINE
- PAVED ROAD
- DIRT ROAD
- GRAVEL ROAD
- TELE/POWER POLE
- TELE/ELEC BOX
- FENCE POST F.P.
- D.B.
- P.B.
- DEED BOOK
- L.L.C.
- LAND LOT CORNER
- N.T.S.

**SURVEY DATA:**  
 1.) TYPE OF SURVEY: DIVISION  
 2.) SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY:  
 NO DEED (CITY R/W)(TRACT A)  
 A PORTION OF  
 3.) PROPERTY OWNER AT TIME OF SURVEY:  
 DB 1165/PG 151 (TRACT B)  
 CITY OF BLUE RIDGE (TRACT A)  
 KENDALL CHRIS CONST. (TRACT B)  
 4.) TAX PARCEL #:  
 NO PARCEL # (TRACT A)  
 A PORTION OF BR02 261 (TRACT B)  
 5.) CURRENT ZONING: R-3 (TRACT B)

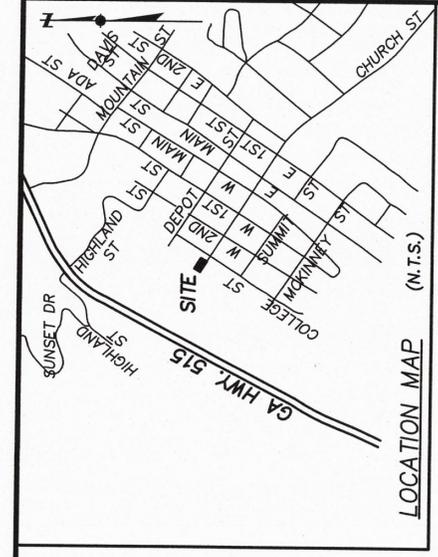
NOTE: THIS PLAT CREATES NEW PARCELS AND, AS CUT OUT OF A LARGER TRACT, LINES UP TO THE OWNER, WHO WARRANTS TO COMPLY WITH ALL SUBDIVISION REGULATIONS. EACH LOT TO BE RECOMBINED AS SHOWN. EACH LOT BY ITSELF IS NOT AN APPROVED BUILDABLE LOT.

THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION NV3 DUAL FREQUENCY RECEIVER WITH A SCPECTER GEO HTS30+ DATA LOGGING MICROSOFT ACTIVESTIC SOFTWARE. NETWORK RISK CORRECTIONS WERE MADE USING A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK. MULTIPLE TRIPLES THIS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .04 FT. HORIZONTAL AND .07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

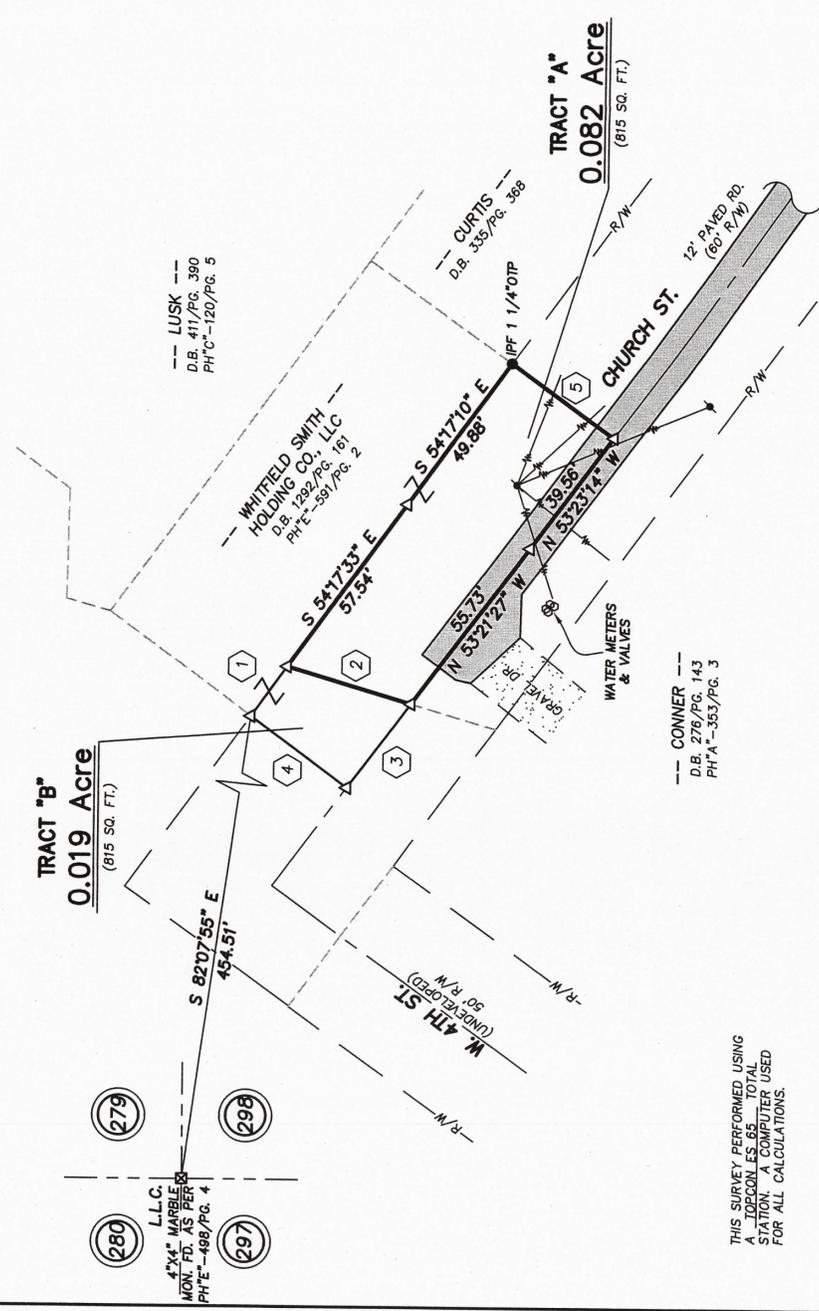
--- OVERLOOK AT BLUE RIDGE ---  
 --- KENDALL CHRIS CONTRUCTION ---  
 D.B. 1165/PG. 151  
 P.H.E. -488/PG. 4

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83. GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990272)

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS TO BE ACCURATE WITHIN ONE FOOT IN 13,820.11 FEET.



**WHITFIELD SMITH HOLDING CO., LLC**  
 SURVEY FOR  
 WITHIN THE CITY LIMITS OF BLUE RIDGE  
 LAND LOT 298 8th DISTRICT 2nd SECTION  
 FANNIN COUNTY, GA. AUGUST 6, 2019  
 SCALE: 1" = 30'



LINE	BEARING	DISTANCE
1	S 54°17'47" E	17.44'
2	S 16°23'44" W	36.71'
3	N 53°21'27" W	30.02'
4	N 36°25'55" E	34.15'
5	S 35°42'41" W	36.17'

THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSON(S) HEREON NAMED AND IS NOT INTENDED FOR ANY OTHER PARTY.

THIS PROPERTY IS NOT IN A 100 YEAR FLOOD PLAIN AS PER F.I.R.M. 131111C-0127E.

THIS SURVEY PERFORMED USING A TOPCON ES 65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSON(S) HEREON NAMED AND IS NOT INTENDED FOR ANY OTHER PARTY.

BASED ON MAPS PROVIDED BY FANNIN COUNTY, I HEREBY CERTIFY THAT THIS PROJECT IS IN THE FOLLOWING PROTECTION DISTRICTS:

YES	NO	PROTECTION DISTRICTS
X		ELLIJAY RIVER WATERSHED WATER SUPPLY
X		TOCCOA RIVER WATERSHED WATER SUPPLY
X		TOCCOA RIVER CORRIDOR
X		WETLANDS
X		MOUNTAIN

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR RECORDS. IT DOES NOT CONSTITUTE A TITLE SEARCH OR RECORDS. THE INFORMATION USED AS EVIDENCE OF PROPERTY LINE LOCATIONS IN THE PREPARATION OF THIS SURVEY, SUCH AS THE DEEDS AND PLATS REFERENCED HEREON, WERE OBTAINED FROM PUBLIC RECORDS, FILE DATA, FIELD EVIDENCE AND PAROL IDENTIFICATION BY OTHERS. OTHER DOCUMENTS OR CONDITIONS MAY EXIST THAT COULD AFFECT THIS PROPERTY.

OFFICE: R.O. FIELD: DA DRAWN BY: CLO 9/20/2019  
 CRD. FILE DWG. FILE J. O. # FLD. BOOK  
 FN822029 eDunn 190828A 13(18)

PREPARED BY  
**LANE S. BISHOP AND ASSOCIATES**  
 LAND AND ENGINEERING SURVEYS  
 GEORGIA PELS CERTIFICATE OF AUTHORIZATION LSFO00306  
 PO BOX 1506 4145 EAST FIRST ST. BLUE RIDGE GA, 30513  
 PHONE: (706)632-3919 FAX: (706)632-6873  
 REGISTERED SURVEYOR: GA R.L.S. #1575 & 2536  
 TN. R.L.S. #1324 N.C. R.L.S. #2745

**RECORDING STAMP SPACE**

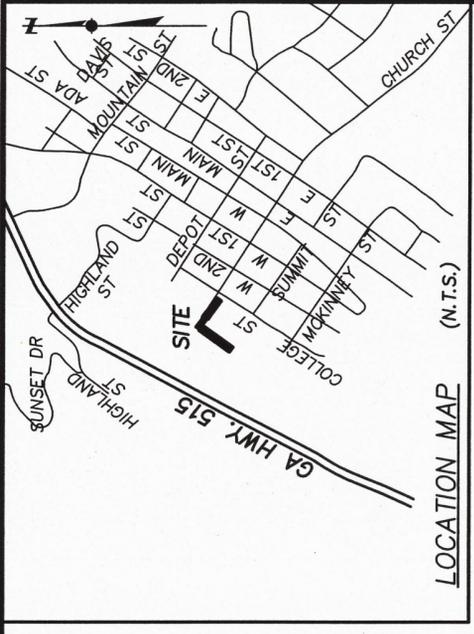
**SURVEY DATA:**  
 1.) TYPE OF SURVEY: DIVISION  
 2.) SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY:  
 NO DEED (CITY R/W)(TRACTS A-B) A PORTION OF  
 DB 1165/Pg 151 (TRACT C)  
 OF SURVEY:  
 CITY OF BLUE RIDGE (TRACT A-B)  
 KENDALL CHRIS CONST. (TRACT C)  
 4.) TAX PARCEL #:  
 NO PARCEL # (TRACT A-B)  
 A PORTION OF BR02 261 (TRACT C)  
 5.) CURRENT ZONING: R-3 (TRACT C)

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION NIVE DUAL FREQUENCY RECEIVER WITH A SCPECTER GEO-HITS30+ DATA COLLECTOR RUNNING MICROSOFT ACTIVE SYNC SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.



**SURVEYOR CERTIFICATION**  
 AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

APPROVED FOR RECORDING ONLY.  
 DOES NOT GUARANTEE A BUILDABLE LOT.  
 APPROVAL IS NOT REQUIRED

LAND DEVELOPMENT OR PLANNING & ZONING REPRESENTATIVE  
 DATE: 9/24/19  
 LANE S. BISHOP, PLS 1575



**LEGEND**

- ▲ CALCULATED POINT
- IRON PIN SET (IPS 1/2"RB)
- IRON PIN FOUND (I.P.F.)
- ⊠ RIGHT-OF-WAY MARKER
- PROPERTY LINE
- FENCE LINE
- - - DITCH
- STREAM
- HOLLOW
- LAND LOT LINE (LLL)
- CENTERLINE
- POWERLINE
- TELEPHONE LINE
- PAVED ROAD
- DIRT ROAD
- GRAVEL ROAD
- TELE/POWER POLE
- TELE/ELEC BOX
- FENCE POST F.P.
- DEED BOOK
- PLAT BOOK
- LAND LOT CORNER
- N.T.S. NOT TO SCALE

APPROVED FOR RECORDING ONLY.  
 DOES NOT GUARANTEE A BUILDABLE LOT.  
 APPROVAL IS NOT REQUIRED

LAND DEVELOPMENT OR PLANNING & ZONING REPRESENTATIVE  
 DATE: 9/24/19  
 LANE S. BISHOP, PLS 1575

APPROVED FOR RECORDING ONLY.  
 DOES NOT GUARANTEE A BUILDABLE LOT.  
 APPROVAL IS NOT REQUIRED

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

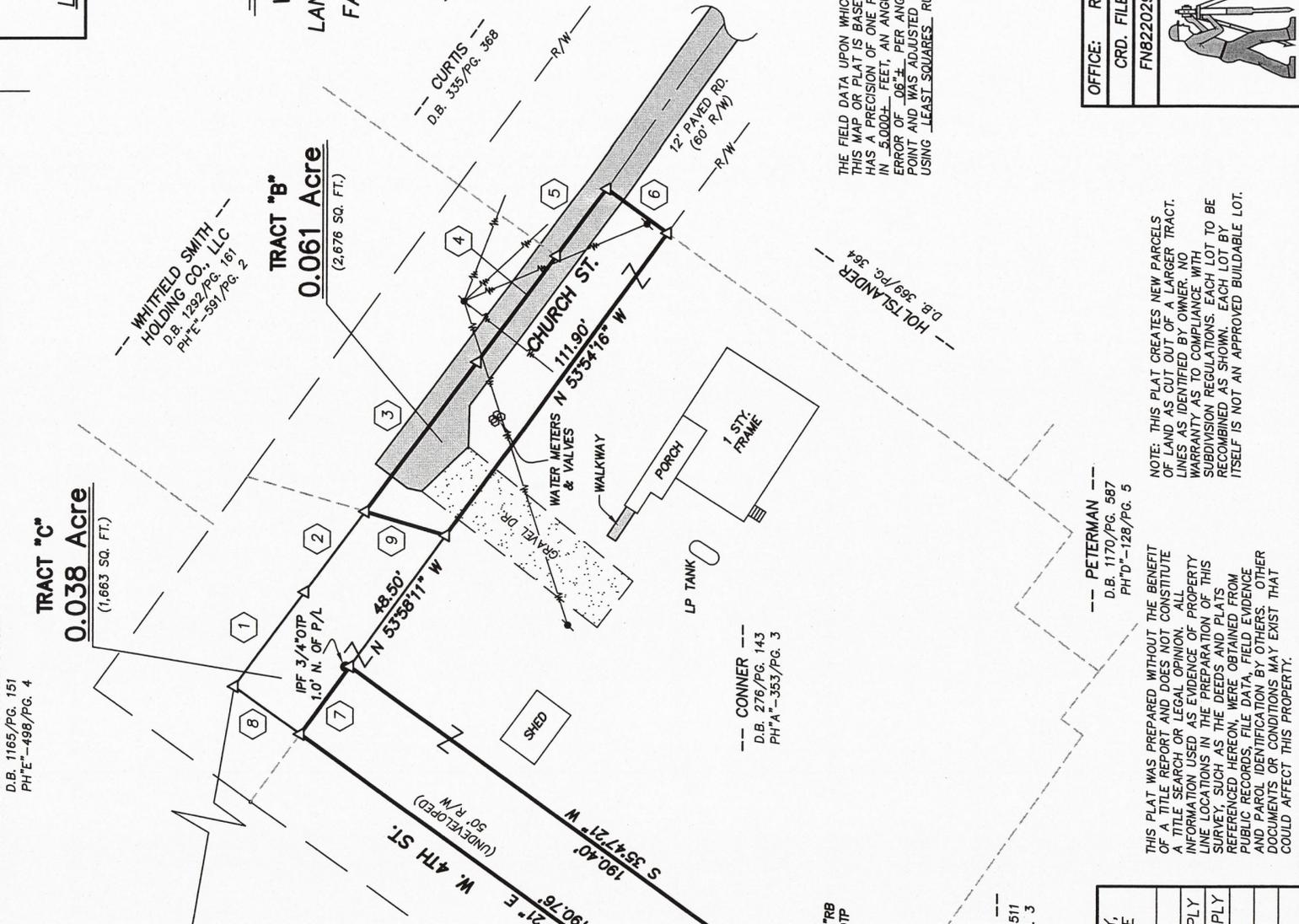
THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

LINE	BEARING	DISTANCE
1	S 53°21'27" E	35.22'
2	S 53°21'27" E	30.02'
3	S 53°21'27" E	55.73'
4	S 53°23'14" E	39.56'
5	S 53°23'14" E	24.98'
6	S 36°00'45" W	22.53'
7	N 53°58'11" W	25.00'
8	N 35°47'21" E	24.35'
9	S 16°32'16" W	25.09'

OFFICE: R.O. FIELD: DA DRAWN BY: CLO 9/20/2019  
 CRD. FILE DWG. FILE J. O. # FLD. BOOK  
 FN822029 rConner 1906288 13(18)

PREPARED BY  
**LANE S. BISHOP AND ASSOCIATES**  
 LAND AND ENGINEERING SURVEYS  
 GEORGIA PELS CERTIFICATE OF AUTHORIZATION LSP000306  
 PO BOX 1506 4145 EAST FIRST ST. BLUE RIDGE GA. 30513  
 PHONE: (706)632-3919 FAX: (706)632-6873  
 REGISTERED SURVEYOR: GA R.L.S. #1575 & 2536  
 TN. R.L.S. #1324 N.C. R.L.S. #2745



NOTE: THIS PLAT CREATES NEW PARCELS OF LAND AS CUT OUT OF A LARGER TRACT. LINES AS IDENTIFIED BY OWNER. NO WARRANTY AS TO COMPLIANCE WITH SUBDIVISION REGULATIONS. EACH LOT TO BE RECOMBINED AS SHOWN. EACH LOT BY ITSELF IS NOT AN APPROVED BUILDABLE LOT.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT CONSTITUTE A TITLE SEARCH OR LEGAL OPINION. ALL INFORMATION USED AS EVIDENCE OF PROPERTY LINE LOCATIONS IN THE PREPARATION OF THIS SURVEY, SUCH AS THE DEEDS, RECORDS, PLATS, PUBLIC RECORDS, HEREON, WERE OBTAINED FROM AND PARCEL IDENTIFICATION BY OTHERS. OTHER DOCUMENTS OR CONDITIONS MAY EXIST THAT COULD AFFECT THIS PROPERTY.

YES	NO	PROTECTION DISTRICTS
X		ELLIJAY RIVER WATERSHED WATER SUPPLY
X		Toccoa River Watershed Water Supply
X		Toccoa River Corridor
X		Wetlands
X		Mountain

BASED ON MAPS PROVIDED BY FANNIN COUNTY, I HEREBY CERTIFY THAT THIS PROJECT IS IN THE FOLLOWING PROTECTION DISTRICTS:

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A PRECISION OF ONE FOOT IN 5,000+ FEET, AN ANGULAR ERROR OF 08" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES RULE.

THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSON(S) HEREON NAMED AND IS NOT INTENDED FOR ANY OTHER PARTY.

THIS PROPERTY IS NOT IN A 100 YEAR FLOOD PLAIN AS PER F.I.R.M. 13111C-0177E.

SCALE: 1" = 30'

SURVEY REF: DB 276/Pg 143; PH"A"-353/Pg 3; DB 1165/Pg 151; PH"E"-498/Pg 4; DB 1292/Pg 161; PH"E"-591/Pg 2; DB 369/Pg 364; DB 1170/Pg 587; PH"D"-128 PG 5; DB 1217/Pg 511; PH"E"-554/Pg 3

LOCATION MAP (N.T.S.)

SURVEY FOR  
**ROY CONNER**  
 AND  
**GAIL CONNER**  
 WITHIN THE CITY LIMITS OF BLUE RIDGE  
 LAND LOT 298 8th DISTRICT 2nd SECTION  
 FANNIN COUNTY, GA. AUGUST 6, 2019

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED USING GPS AND BASED ON STATE PLANE COORDINATES, NAD 83, GA WEST. DISTANCES ARE BASED ON HORIZONTAL FIELD MEASUREMENTS. (GRID FACTOR 0.99990222)

THIS SURVEY PERFORMED USING A TOPCON ES-65 TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

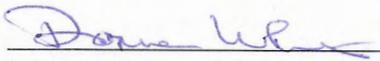
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 104,858 FEET.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE**

It appearing that a portion of the street and public way designated as a portion of land between 1082 East Main Street and 1112 East Main Street, and more specifically described in the certification of abandonment attached hereto has ceased to be used by the public to the extent that no substantial purpose is served by same and that abandoning said street and public way would be for the benefit of and in the best interest of the public;

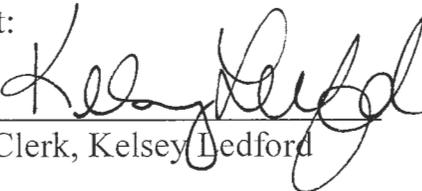
BE IT RESOLVED, that a portion of said street and public way designated as a portion of land between 1082 East Main Street and 1112 East Main Street (as more particularly described within the Certificate of Abandonment), be abandoned as a public street and public way, and the attached certification of abandonment of a portion of said street and public way designated as a portion of Church Street, be, and the same is hereby adopted.

This 8 day of October, 2019.

  
\_\_\_\_\_

Mayor

Attest:

  
\_\_\_\_\_  
City Clerk, Kelsey Ledford

**CERTIFICATION OF ABANDONMENT**  
**CITY COUNCIL OF BLUE RIDGE, GEORGIA**

WHEREAS, the City Council of Blue Ridge, Georgia having been requested to abandon a certain street and public way described as a portion of land between 1082 East Main Street and 1112 East Main Street, and lying and being upon and between property owned by Richard and Yvonne McNeeley and Nancy Elliot, being more particularly shown on the attached exhibit and depicted as “ROW” which is incorporated into this certification by reference thereof;

WHEREAS, abandonment of the above-described street will not require the expenditure of federal or state funds; and

WHEREAS, the petitioners, Richard and Yvonne McNeeley and Nancy Elliot, are the property owners adjoining said unopened street; and

WHEREAS, the subject street has never been formally accepted, opened, or maintained as a street of the municipality of the City of Blue Ridge, Georgia and/or has never been maintained at current road standards and requirements; and

WHEREAS, there being no ascertainable record that the City of Blue Ridge did not acquire the subject street by purchase, no compensation having ever been paid; and

WHEREAS, said street having ceased to be used by the public to the extent that no substantial purpose is served by same as a public street and that abandoning

said street and public way would be for the benefit of and in the best interest of the public;

NOW, THEREFORE, it is hereby declared that:

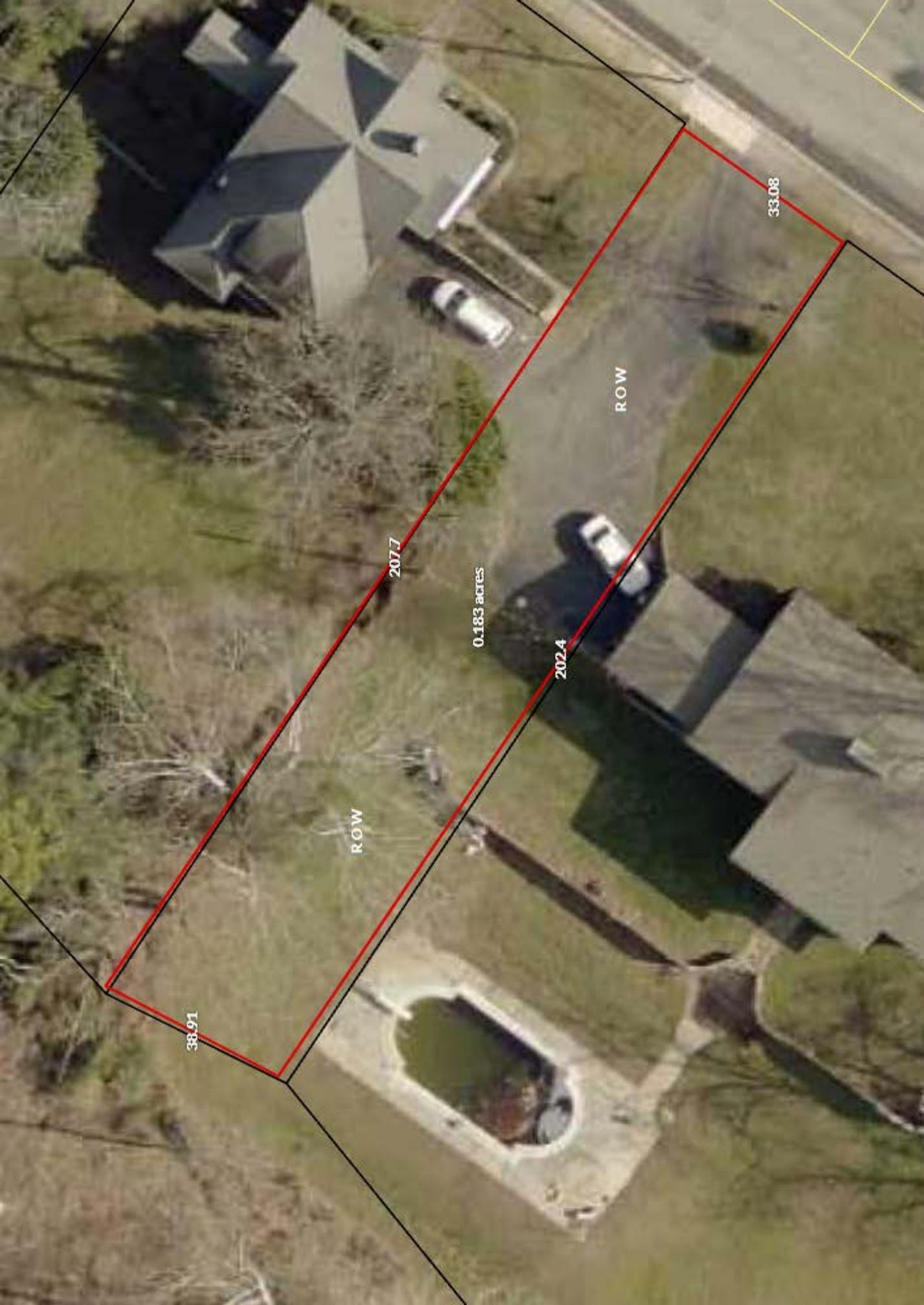
(1) Said street and public way designated as a portion of land between 1082 East Main Street and 1112 East Main Street, as depicted in the attached Exhibit is abandoned by the City of Blue Ridge, Georgia, and that this shall certify that said street and public way is no longer a part of the municipal street system of Blue Ridge, Georgia, and further that the rights of the public in and to said street have ceased.

(2) The Mayor may dispose of the tract of land herein abandoned to the abutting owners, Richard and Yvonne McNeeley and Nancy Elliot, and is hereby authorized to execute quit claim deeds for the subject property to the abutting land owner on behalf of the City of Blue Ridge, Georgia in a form acceptable to the City Attorney.

This 8 day of October, 2019.

  
\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
City Clerk, Kelsey Ledford



38.91

ROW

207.7

0.183 acres

2024

ROW

33.08





WAREHOUSE: 4147 JILES ROAD  
 KENNESAW, GA 30144  
 PH: 678-626-3115 OR 678-626-3110 FX: 678-626-3101

Quotation # 282019KDP

Date: 08/28/19

HARDSRABBLE M400

<b>Customer</b>	CITY OF BLUE RIDGE		
<b>Address</b>			
<b>City</b>	BLUE RIDGE	<b>State</b>	GA <b>Zip</b>
<b>Phone</b>		<b>Fax</b>	
<b>Attention:</b>	REBECCA		

<b>Job Name</b>	
<b>Sales Rep.</b>	K PURCELL
<b>FOB</b>	DEST
<b>Delivery</b>	
<b>Expires</b>	

Qty	Item # / Description	Unit Price	TOTAL
1	M400 Base Station Unit	\$30,000.00	\$30,000.00
	Includes: Commission and Certification		
1	Panel Directional WPA-700102-8CF-EDIN-0	\$2,200.00	\$2,200.00
1	Modem device furnished and installed by Kendall	\$750.00	\$750.00
1	SkyTel quote Electrical and Antenna Mounting	\$16,500.00	\$16,500.00
1	O&P on SkyTel	\$1,650.00	\$1,650.00

<b>Net 30</b>	<b>Tax %:</b> 0%
Page 1 of 1	
Quote good for _____ days	

<b>SubTotal</b>	\$51,100.00
<b>Shipping &amp; Handling</b>	\$0.00
<b>Taxes</b>	\$0.00
<b>TOTAL</b>	\$51,100.00

**Kendall Municipal Supply**  
 Terry Martin- Branch Manager- [Terrymartin@kendallsupply.com](mailto:Terrymartin@kendallsupply.com)  
 PH 678-626-3115 OR FAX 678-626-3101  
 Your #1 Municipal Water and Sewer Needs Provider  
A division of Kendall Supply, Inc.

**Task Release**

---

THIS 8 day of October 2019, 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 January 8, 2019, between the Owner and the Engineer (the “Master Agreement”) which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:  
*Trackside Lane Lift Station to McKinney Street Sewer Video*

A. More specifically, the project includes the cleaning and video inspection of approximately 5,500 LF of existing 8” clay gravity sewer pipe from the Trackside Lane lift station to McKinney Street parallel to the railroad tracks. This work will be billed as an additional line item under the Trackside Lane Lift Station Replacement project (B7970.012, Task Release 3.01) since it will be paid for using remaining funds from the GEFA SRF loan and grant.

**2. The Work:**

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

- A. Video of approximately 5,500 LF of existing 8” clay sewer main.
- B. Provide a video and report of the sewer inspection.
- C. No design of the actual improvements will be provided as part of this proposal.

**3. The Engineer’s Representations:**

3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.

- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

**4. Contract Time:**

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

**5. Contract Price:**

<u>Task</u>	<u>Description</u>	<u>Fee Basis</u>
A	Sewer Video Inspection (Per Foot, Not to Exceed)	\$ 15,000.00
<b>TOTAL FEE</b>		<b>\$15,000.00</b>

*Fee amount 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 **Fifteen Thousand and 00/100 dollars (\$15,000.00)** (Not - to- Exceed) 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:**

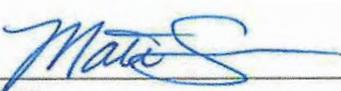
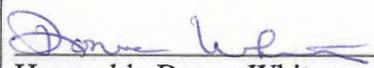
6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

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 Harkins 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: <u>10/2/19</u>	Date: <u>October 8</u> , 20 <u>19</u>

CNGP530

VEHICLE ORDER CONFIRMATION

09/10/19 14:17:41

==>

Dealer: F21430

2020 F-SERIES SD

Page: 1 of 1

Order No: B910 Priority: L3 Ord FIN: QC391 Order Type: 5B Price Level: 015  
Ord PEP: 640A Cust/Flt Name: CITY OF BLUE PO Number:

W3H F350 4X4 CRW CC \$42455 RETAIL  
 179" WHEELBASE  
 Z1 OXFORD WHITE  
 A VNYL 40/20/40  
 S MEDIUM EARTH GR  
 640A PREF EQUIP PKG  
 .XL TRIM  
 572 .AIR CONDITIONER NC  
 .AMFM/MP3/CLK  
 99T 6.7L V8 DIESEL 10495  
 44G 10-SPD AUTOMATC NC  
 TD8 .LT245 BSW AS 17 NC  
 X37 3.73 REG AXLE NC  
 14000# GVWR PKG  
 425 50 STATE EMISS NC

JOB #1 BUILD  
 62R TRANS PTO PROV NC  
 65Z AFT AXLE TANK NC  
 794 PRICE CONCESSN  
 REMARKS TRAILER  
 SP DLR ACCT ADJ  
 SP FLT ACCT CR  
 FUEL CHARGE  
 B4A NET INV FLT OPT NC  
 DEST AND DELIV 1595  
 TOTAL BASE AND OPTIONS 54545  
 TOTAL 54545  
 \*THIS IS NOT AN INVOICE\*  
 \*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC00302

*This is William's Preference ↓*

*#46,688<sup>00</sup>*

*includes Reading 9' SVC body with hitch*

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 15:52:08

==>

Dealer: F21440

2020 F-SERIES SD

Page: 1 of 2

Order No: F201 Priority: L3 Ord FIN: QC391 Order Type: 5B Price Level: 015

Ord PEP: 640A Cust/Flt Name: CTY BLU RG WA PO Number:

		RETAIL	DLR	INV		RETAIL	DLR	INV
W3H	F350 4X4 CRW CC	\$42455	\$40333.00	425	50 STATE EMISS	NC		NC
	179" WHEELBASE			43C	110V/400W OUTLT	175		159.00
Z1	OXFORD WHITE				JOB #1 BUILD			
A	VNYL 40/20/40			52B	BRAKE CONTROLR	270		246.00
S	MEDIUM EARTH GR			62R	TRANS PTO PROV	NC		NC
640A	PREF EQUIP PKG			65Z	AFT AXLE TANK	NC		NC
	.XL TRIM			67A	332 AMP ALTRNTR	NC		NC
572	.AIR CONDITIONER	NC						NC
	.AMFM/MP3/CLK							
99T	6.7L V8 DIESEL	10495	9551.00		TOTAL BASE AND OPTIONS	55090		50533.90
44G	10-SPD AUTOMATC	NC			TOTAL	55090		50533.90
TD8	.LT245 BSW AS 17	NC			*THIS IS NOT AN INVOICE*			
X37	3.73 REG AXLE	NC			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*			
	14000# GVWR PKG				* MORE ORDER INFO NEXT PAGE *			

41H ENG BLK HEATER 100 91.00 F8=Next  
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC06598

CNGP530

VEHICLE ORDER CONFIRMATION

08/29/19 15:52:47

==>

Dealer: F21440

2020 F-SERIES SD

Page: 2 of 2

Order No: F201 Priority: L3 Ord FIN: QC391 Order Type: 5B Price Level: 015  
Ord PEP: 640A Cust/Flt Name: CTY BLU RG WA PO Number:

RETAIL DLR INV

RETAIL DLR INV

794 PRICE CONCESSN  
REMARKS TRAILER  
SP FLT ACCT CR (1472.00)  
FUEL CHARGE 30.90  
DEST AND DELIV 1595 1595.00

TOTAL BASE AND OPTIONS 55090 50533.90  
TOTAL 55090 50533.90

\*THIS IS NOT AN INVOICE\*  
\*TOTAL PRICE EXCLUDES COMP PRICE ALLOW\*

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC06598

INVOICE \$50,533.00  
- \$1,604.00  
- \$8,990.00  
-----  
\$39,739.00

DW108 SL \$7,050.00  
READING SERVICE BODY  
W/ HITCH + PLUG

TOTAL \$46,789.00

## City of Blue Ridge

---

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
November 12, 2019 at 5:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Rhonda Thomas and  
Harold Herndon  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart  
City Attorney James Balli

- 1) Call Meeting to Order:  
Mayor Donna Whitener called the meeting to order.
- 2) Prayer and Pledge of Allegiance:  
Council Member Robbie Cornelius offered a word of prayer and Council Member Nathan Fitts led the Pledge of Allegiance.
- 3) Approval of Minutes from Previous Meeting:
  - a) Council Member Rhonda Haight made a motion to approve the September 12, 2019 Council and Downtown Development Authority Meeting Minutes. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.
  - b) Council Member Rhonda Haight made a motion to approve the October 8, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.
- 4) Approval of Agenda or Motion to Amend Agenda (if applicable):  
Mayor Donna Whitener stated that the agenda would need to be amended to remove the agenda items titled “Handrails on East Second Street” and “Purchase of Blue Ridge Runners” as well as moving the agenda item titled “Historical Preservation Ordinance and Committee” to a discussion item instead of an action item. Council Member Rhonda Haight made a motion to approve stated amendment by Mayor Donna Whitener. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

## City of Blue Ridge

---

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

### Public Comments (for all speakers who have signed up the previous week):

5) Ann Benson—Carter Street:

Ann Benson spoke in favor of the City repaving portions of Carter Street to fix the street where water repairs have been made.

6) Drew Dillard—Sidewalk Ordinance:

Drew Dillard spoke in favor of the City adopting an ordinance regulating street entertainers and protesting. He suggested that the ordinance should also designate an area for them and to collect a fee for such. City Attorney James Balli replied that the City was already working on an ordinance to regulate such.

7)

8)

9)

City Attorney James Balli reminded those attending the meeting that the meeting policy regulated how much time was allotted for each speaker and mentioned that Cesar Martinez would only have the amount of time allotted in the policy.

10) Monthly Downtown Development Authority Update:

Cesar Martinez, Chairman of the Downtown Development Authority, reported that Board Member Nichole Potzauf is completing the Main Street application and that Board Member Gene Holcombe has already received some comments since the Bank on Blue Ridge press release was released. Board Member Brandon Lofton discussed the shuttle service and paid text to park topics with the Council.

11) Monthly Blue Ridge Business Association Update:

Cesar Martinez, President of the Blue Ridge Business Association, reported that Light Up Blue Ridge was fast approaching, He concluded by announcing that the association's holiday party is December 10<sup>th</sup> from 6:00-8:00p.m. at the Black Sheep.

### Action Agenda Items (Items requiring the approval of the Council):

12) Broadband Ready Community Ordinance (Second Reading and Adoption) **ROLL CALL:**

Mayor Donna Whitener gave a summary of the ordinance. Council Member Nathan Fitts made a motion to approve the second reading and the adoption of the Broadband Ready Community Ordinance (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0 by way of a roll call vote. Motion carried.

## City of Blue Ridge

---

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

13) GEFA Loan No. CW2016012 Second Modification Resolution:

Mayor Donna Whitener read the resolution. Council Member Nathan Fitts made a motion to adopt the GEFA Loan No. CW2016012 Second Modification Resolution (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

14) ADP Resolution:

Mayor Donna Whitener read the resolution. Council Member Rhonda Haight made a motion to adopt the ADP Resolution (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

15) Statewide Mutual Aid Agreement:

City Attorney James Balli gave a summary of the agreement and explained the purpose of approving the agreement so that aid/resources could be extended to the City should the City experience any natural disaster. Council Member Nathan Fitts made a motion to approve the Statewide Mutual Aid Agreement (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

**Purchasing Approvals:**

16) TDS Invoice:

The Mayor and Council were presented with an invoice from TDS in the amount of \$8,337.23 (attached) for damages made to a fiber optic cable while repairing a water line. Council Member Rhonda Haight made a motion to approve payment up to the amount of the invoice and to submit it as a claim to the City's insurance for reimbursement. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

17) Dwight Oliver Electrical Contractor, Inc. Invoice No. 4665:

The Mayor and Council were presented with an invoice from Dwight Oliver Electrical Contractor in the amount of \$6,512.00 (attached) because of an emergency purchase. Council Member Nathan Fitts made a motion to approve the invoice. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

**Discussion Agenda Items (Items for discussion only):**

18) Purchasing Cards:

The Mayor and Council discussed getting purchasing cards for some of the supervisors to use within their departments. Mayor Donna Whitener suggested only approving

## City of Blue Ridge

---

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

cards for Barbie Gerald, Jeff Stewart, Johnny Searce and Becky Harkins. Council Member Nathan Fitts made a motion to authorize up to \$2,500.00 for the employees listed above and to move this agenda item to an action item. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

19) Historical Preservation Ordinance and Committee:

City Attorney James Balli directed the Mayor and Council as to how the City would need to allow the DDA to be responsible for the duties of enforcing the Historical Preservation Ordinance. He continued to say, the Mayor and Council would hold the authority of appointing members to the committee and that the DDA could serve on this committee if the Mayor and Council decided to appoint them to it.

20) Executive Session (if needed)—Personnel, Legal and Land Acquisition/Sale:

Council Member Rhonda Haight made a motion to close the meeting for an executive session for the purpose of discussing personnel, legal and land sale/acquisition. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

Council Member Nathan Fitts made a motion to open the meeting from an executive session. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

Council Member Rhonda Haight made a motion to deny the claim for easement. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

Council Member Robbie Cornelius stated that Beverly Cox's probation period is over and made a motion to not extend further employment with her. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-1 with Council Member Harold Herndon opposed. Motion carried.

Council Member Rhonda Haight made a motion to take Police Officers Perry Groves and Thomas Davis off their probationary periods. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

## City of Blue Ridge

---

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

21) Adjournment:

Council Member Nathan Fitts made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Meeting adjourned.



\_\_\_\_\_  
Mayor Donna Whitener



\_\_\_\_\_  
City Clerk Kelsey Ledford

January 14, 2020

\_\_\_\_\_  
Approved

## AN ORDINANCE FOR A BROADBAND READY COMMUNITY

As used in this ordinance, “broadband network project” means any deployment of broadband services.

As used in this ordinance, “political subdivision” means a county, municipal corporation, consolidated government, or local authority.

As used in this ordinance, “applicant” means a person applying for a permit for a broadband network project.

As used in this ordinance, “permit” means any local permit, license, certificate approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.

### **(1) Single Point of Contact.**

*Blue Ridge*, Georgia shall appoint a single point of contact for all matters related to a broadband network project:

- a) The single point of contact documentation shall include;
  - i. Zoning, Land Development and Project Manager
  - ii. Jeff Stewart or current employee holding above position
  - iii. City of Blue Ridge
  - iv. 706-632-2091
  - v. [jstewart@cityofblueridgega.gov](mailto:jstewart@cityofblueridgega.gov)
  - vi. <https://cityofblueridgega.gov/ContactUs.aspx>
- b) The single point of contact shall be available for matters related to a broadband network project or a related liaison who may direct such inquiry in real time, with general scope and responsibilities to include permitting and right-of-way; and
- c) The single point of contact information must be current to maintain designation, by updating with such change in contact information on web pages and associated sources, within 15 calendar days of change.

### **(2) Application Completeness Review.**

- a) *The City of Blue Ridge* shall determine whether an application is incomplete and notify the applicant, by email, of the determination by *the City of Blue Ridge* within 10 calendar days of receiving an application.
- b) If *the City of Blue Ridge* does not respond to the applicant on whether the application is incomplete, within 10 calendar days, the application shall be assumed to be complete on the 11th day.

### **(3) Notification of Incomplete Application.**

- a) If the *City of Blue Ridge* determines that an application is not complete, the notification by email

to the applicant shall specify all required components of the submitted application that were considered 'incomplete';

- b) The *City of Blue Ridge*'s response shall include a checklist of sequenced items that resulted in the application being deemed 'incomplete' and the review timeline shall be as follows:
  - i. The applicant has up to 40 calendar days from the date of notification of incompleteness to respond back with corrections; and
  - ii. If the applicant does not respond back within 40 calendar days, the application is deemed canceled.
- c) If within 10 calendar days the *City of Blue Ridge* does not respond to the applicant on whether the corrected application is incomplete, the application shall be assumed to be complete on the 11th day; and
- d) The *City of Blue Ridge* shall require a new submission and reset the process and application fees, should an application be deemed incomplete a second time.

#### **(4) Approval or Denial Notification.**

If, on or before the 11<sup>th</sup> day as described in 2 (b), an application is deemed complete, the *City of Blue Ridge* shall approve or deny an application within 10 calendar days unless a joint meeting between the applicant and the *City of Blue Ridge* is deemed as necessary.

- a) If a joint meeting is deemed necessary, the joint meeting must occur within 15 calendar days of notification of completion and the joint meeting shall include:
  - i. Where applicant is going to conduct work,
  - ii. When the work will be conducted,
  - iii. What type of work will be done,
  - iv. Who the *City of Blue Ridge* can contact for specific details or related questions, and
  - v. Any permit seeking approval under application.
  - vi. Following a joint meeting between the applicant and the *City of Blue Ridge* the *City of Blue Ridge* shall deny or approve the application within 10 calendar days.
- b) Upon final approval, any required permit permitted shall be deemed issued.

#### **(5) Related Fees.**

- a) Any fee imposed by *City of Blue Ridge* to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable, cost based, and nondiscriminatory to all applicants.
- b) Any application fee that exceeds \$100.00 shall be considered unreasonable unless *City of Blue Ridge* can provide documentation justifying such fee based on a specific cost.

#### **(6) Other Information.**

- a) **Double Fee:** No City or County shall require an application or permit(s) when already approved by an authorized state or federal jurisdiction. Provider shall notify and provide a copy of the approved permit to the single-point-of-contact at the City or County prior to access of right-of-way within the City or County jurisdiction.

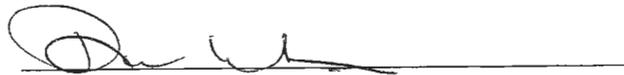
- b) **Application Validity Timeline:** Any approved application shall be valid for six months from the date of approval. Should a provider not commence the service request qualified in the approved application within six months, the application shall expire, and it shall require a new permit approval and any associated fees, as applicable.
- c) **Single Service Drop:** A City or County shall not require a permit for a broadband service provider to perform an installation of broadband service at an individual customer's service address as long as the facility being utilized only transverses a deminimis portion of the public right-of-way to reach the customer's property. The provider must still comply with the provisions of Chapter 9 of Title 25 of the O.C.G.A.

(7) *The City of Blue Ridge* acknowledges:

- a) A Georgia Certified Broadband Ready Community has an affirmative duty to notify the Georgia Department of Community Affairs of any changes to the information submitted as part of its application; and
- b) Failure to notify Georgia Department of Community Affairs of changes may result in revocation of *City of Blue Ridge's* Broadband Ready Certification, should the certification be granted.

(8) This ordinance shall take effect immediately upon adoption by the governing body upon final reading.

**PASSED AND SO ORDERED**, this 12 day of NOV, 2019.



*Donna Whitener*  
Mayor  
*City of Blue Ridge*

**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 November, 2019, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed **\$900,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 7, 2018**, 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 **DECEMBER 12, 2017**, 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 Second Modification of Promissory Note and Loan Agreement (the "Second 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 Second Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Second 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 Second Modification, and any related documents necessary to the consummation of the transactions contemplated by the Second Modification.

Donna Whitener  
(Signature of Person to Execute Documents)

Donna Whitener / Mayor  
(Print Title)

Kelsey Ledford  
(Signature of Person to Attest Documents)

Kelsey Ledford / 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.

Date: November 12, 2019

Kelsey Ledford  
Secretary/Clerk

(SEAL)

RESOLUTIONS OF ADOPTION

RESOLUTIONS

Of

City of Blue Ridge (the Sponsor )

For the Adoption of the

City of Blue Ridge Premium Only Plan (the Plan)  
(Insert Name of Plan)

WHEREAS, the Sponsor desires to adopt the above-named Plan, which includes the attached Premium Only Plan document and accompanying Plan Highlights, for the benefit of its eligible employees.

NOW THEREFORE, be it hereby:

RESOLVED, that the Plan is hereby adopted in substantially the form attached hereto effective as of November 12, 2019, as a cafeteria plan to be maintained by the Sponsor pursuant to Section 125 of the Internal Revenue Code; and be it

FURTHER RESOLVED, that the proper individuals(s) as authorized by the Sponsor be and hereby are authorized and directed to take such action and to execute such documents as may be deemed necessary to effectuate the above resolution and to direct counsel to take such action as may be necessary to satisfy any applicable requirements of law.

IN WITNESS WHEREOF, these resolutions have been adopted on this 12 day of November, 2019.

[Signature]  
(NAME)

Mayor  
(TITLE)



RECORD OF ADOPTION  
OF THE  
PREMIUM ONLY PLAN  
FOR THE EMPLOYEES OF

City of Blue Ridge  
(Name of Employer)

By signing this Record of Adoption, the Employer approves and adopts the terms of the above-named Plan as stated in the Premium Only Plan document and Plan Highlights and acknowledges that the adoption is in accordance with applicable governing law. A copy of the current Premium Only Plan document and current Plan Highlights is attached to this Record of Adoption and incorporated herein by reference.

11-12-2019  
(DATE)

[Signature]  
(NAME)

Mayor  
(TITLE)



The ADP logo is a registered trademark of ADP, LLC.

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Blue Ridge

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

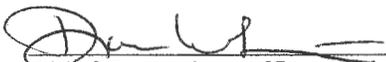
ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

  
\_\_\_\_\_  
Chief Executive Officer - Signature

Donna Whitener  
\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: City of Blue Ridge

Date: 11 / 12 / 2019

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

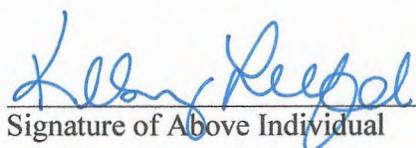
Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Blue Ridge (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

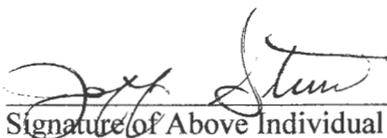
Kelsey Ledford  
Print Name

City Clerk  
Job Title/Position

  
Signature of Above Individual

Jeff Stewart  
Print Name

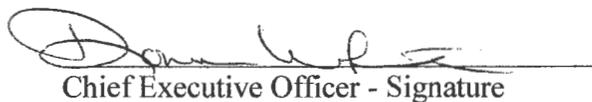
Planning, Zoning and Project Manager  
Job Title/Position

  
Signature of Above Individual

Alicia Stewart  
Print Name

Finance Director  
Job Title/Position

  
Signature of Above Individual

  
Chief Executive Officer - Signature

Date: 11 / 12 / 2019

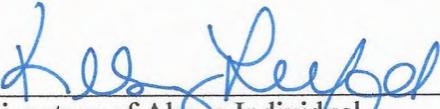
Donna Whitener  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for City of Blue Ridge  
(county/municipality) for the purpose of reimbursement sought for mutual aid:

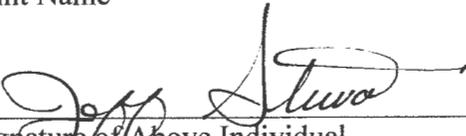
Kelsey Ledford  
Print Name

City Clerk  
Job Title/Position

  
Signature of Above Individual

Jeff Stewart  
Print Name

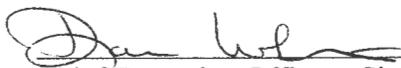
Planning, Zoning and Project Manager  
Job Title/Position

  
Signature of Above Individual

Alicia Stewart  
Print Name

Finance Director  
Job Title/Position

  
Signature of Above Individual

  
Chief Executive Officer - Signature

Date: 11 / 12 / 2019

Donna Whitener  
Chief Executive Officer – Print Name

## FAQs

### **Why do I need to do this?**

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity

### **What other jurisdictions are involved?**

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

### **What kind of assistance are we talking about?**

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

### **Who will our resources be working for?**

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

### **What if my jurisdiction doesn't want to send resources?**

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

### **What about liability and reimbursement?**

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

### **What if my jurisdiction wants to withdraw from this agreement?**

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.



September 25, 2019  
STATEMENT OF SERVICE

**SUBSCRIBER NAME** BLUE RIDGE CITY WATER  
**ACCOUNT NUMBER** [REDACTED]  
**CONTROL DATE** 09-04-2019  
**REGISTRATION ID** [REDACTED]

CONTACT US  
1-888-225-5837 | tdsbusiness.com

**ACCOUNT SUMMARY SEE BACK FOR DETAILS**

PREVIOUS BALANCE	\$0.00
PAYMENTS AND ADJUSTMENTS	\$0.00
REMAINING BALANCE	\$0.00
CURRENT MONTHLY CHARGES	\$8,337.23
COMMUNICATION	8,337.23

**TOTAL DUE BY 10/15/19 \$8,337.23**

**PAY TOTAL AMOUNT DUE BY 10/15/2019**

↓ RETURN THIS PORTION WITH YOUR PAYMENT. DO NOT SEND CASH. ALLOW 10 DAYS FOR PROCESSING. ↓



ACCOUNT NUMBER [REDACTED]  
CONTROL DATE **09-04-2019**  
**TOTAL DUE BY 10/15/19 \$8,337.23**  
AMOUNT ENCLOSED \$

PAY YOUR BILL ONLINE:  
[tdstelecom.com/myaccount](http://tdstelecom.com/myaccount)  
IT'S FAST, FREE, AND EASY. OR, USE THE ENVELOPE PROVIDED AND SEND YOUR CHECK (PAYABLE TO TDS) AND PAYMENT STUB TO:

0 00 001219-3651  
BLUE RIDGE CITY WATER  
POC: BECKY HARKINS  
480 W FIRST ST  
BLUE RIDGE GA 30513-4678

**TDS**  
**PO Box 94510**  
**Palatine, IL 60094-4510**

3651001436109042019000833723

**COMMUNICATION SERVICE \$8,337.23**

09/04-09/04	1 BURIED CABLE CUT RECOVERY - LABOR	7,096.08
09/04-09/04	1 BURIED CABLE CUT RECOVERY/REARRANGEMENT/SALE	1,241.15
		<hr/>
		8,337.23

**TOTAL DUE BY 10/15/19 \$8,337.23**

# Non-payment of flagged charges may result in local service disconnection. To determine the payment amount required to avoid disconnection of local services when in a bundle, call 1-888-CALL-TDS.

**Please pay your bill by due date. Subject to late fees after 10/15/2019.**

Payments, adjustments, and/or changes applied to the account after **09/19/2019** do not appear on this bill. Pay electronically at [tdstelecom.com/myaccount](http://tdstelecom.com/myaccount) or use your financial institution's bill payment solution. You can mail your payment to PO BOX 94510, Palatine, IL 60094-4510. When you pay by check, you authorize TDS to process your payment either as a standard check or as a one-time debit (via electronic funds transfer).

**Understanding Your Bill**

**Account Summary** shows previous balance, payments made during previous month, current charges, taxes/fees, and total due.

**Monthly Charges** are listed by service type. The dates listed indicate the time period to which charges apply. If service activity was stopped/started during the billing period, partial-month charges/credits will apply. This also applies to taxes and fees.

**Other Charges and Credits includes one-time charges and credits applicable to your account, incurred during the billing period.**

**About taxes and fees:** All services and equipment are subject to required Federal, State, and Municipal taxes, which may change as required by law. E-911 Fee is billed on behalf of your local community to provide emergency 911 service. Other fees the Company is required to pay to a government agency (and chooses to collect from you) include the following: FCC Regulatory Fee is a Federal Fee on cable TV service; Franchise Fees (Video Service Fees in Wis.) are local fees for cable TV service. Federal Universal Service Fund (FUSF) Charge recovers the amount telephone service providers must contribute to the FUSF. The Broadcast Fee is a non-government fee that reflects the fees broadcasters require of TDS to pay for permission to carry their signals.

**Questions about your bill?** Contact TDS at 1-888-225-5837. You are obligated to pay all amounts not in dispute while we respond to your inquiry.

To block third-party telephone calls, contact TDS. TV closed-captioning issues? Contact TDS at 1-888-225-5837 or [customersupport@tdstelecom.com](mailto:customersupport@tdstelecom.com).

**DWIGHT OLIVER  
ELECTRICAL CONTRACTOR, INC.**  
P.O. Box 250  
Clermont, Georgia 30527

# JOB INVOICE

4665

(770) 983-0698 • Fax: (770) 983-1515

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

PHONE	DATE OF ORDER <b>9-30-19</b>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER <b>Mountain Tops Booster Station</b>	
JOB LOCATION <b>Blue Ridge, GA</b>	
JOB PHONE	STARTING DATE

TERMS:

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 3	New Baldor Motors	1219.00	3,657.00	<b>9-3-19</b> Emergency service call for two pump motors burned up. Only 1 pump running. Replaced both motors and C-faces and took to motor shop. Only one C-face was adaptable to new motor. Ordered another C-face UPS Red. Returned with new motor + C-face and got 2 <sup>nd</sup> pump running. <b>9-4-19</b> Returned with <del>in</del> two more and C-faces.
2	New C-Faces	96.00	192.00	
1	UPS Next Day Air (A.M.)		238.00	
3	Run Capacitors	>		new motors (one to get 3 <sup>rd</sup> pump running and one for spare). To get and ship spare start + Run capacitors.
6	Start Capacitors		275.00	
1	Postal Charge		15.00	
				<b>OTHER CHARGES</b>
				TOTAL OTHER
				LABOR                      HRS.    RATE                      AMOUNT
>				9-3-19                                                                1,375.00 9-4-19                                                                760.00
				TOTAL LABOR                      2,135.00
DATE COMPLETED				TOTAL MATERIALS                      4,377.00
TOTAL MATERIALS <del>4,087.00</del> 4,377.00				TOTAL OTHER                      _____
Work ordered by _____				<div style="font-size: 2em; font-family: cursive;">Thank You</div>
Signature _____				
I hereby acknowledge the satisfactory completion of the above described work.				
				TAX
				TOTAL                      6,512.00

# City of Blue Ridge

---

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

City of Blue Ridge  
Special Called Council Meeting Minutes  
City Hall  
480 West First Street  
December 20, 2019 at 1:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Rhonda Haight and  
Harold Herndon  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart  
City Attorney James Balli

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

**Action Agenda Items (Items requiring the approval of the Council):**

2) 2020 Special Election:

Council Member Rhonda Haight stated, "I make a motion to take the following action with regard to the vacant Post 3 City Council Seat: (a) To appoint Barbie Gerald as the Election Superintendent for the City of Blue Ridge and to appoint Rebecca Harkins as the Vice-Superintendent and Absentee Ballot Clerk. In the event that either person is unable to perform their duties, the other shall be authorized to perform the duties required of that position. Those persons shall serve in said positions until new appointments are made or their resignation. (b) To issue a call for a special election to fill Post 3 on the City Council be conducted on March 24, 2020 with all in person voting to be conducted at City Hall and to publish notice of said special election, and all corresponding dates as required by law. (c) To conduct said special election in compliance with all applicable laws." The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

**Purchasing Approvals:**

3) Waterline Replacement - West Main Street:

Mayor Donna Whitener explained that the Water Department discovered some repairs/replacements that needed to be made to the waterlines and storm drains on West Main Street, once the infrastructure was exposed by the streetscape project being

## City of Blue Ridge

---

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

performed by Coldwell Construction Company. She informed the Council that Utility Director, Rebecca Harkins has asked for a budget of \$85,000 to complete the waterline replacement. Council Member Rhonda Haight made a motion to approve a budget of \$85,000.00. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

4) Storm Drain Replacement – West Main Street:

The Mayor and Council were presented a quote from Ferguson in the amount of \$9,670.00 (attached) for material to replace the storm drains on West Main Street. Council Member Nathan Fitts made a motion to approve the quote. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

5) Adjournment

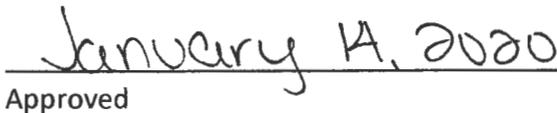
Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Meeting adjourned.



\_\_\_\_\_  
Mayor Donna Whitener



\_\_\_\_\_  
City Clerk Kelsey Ledford



\_\_\_\_\_  
Approved



FEL-GEORGIA WATERWORKS #554  
 4655 BUFORD HIGHWAY  
 NORCROSS, GA 30071-2810

Phone: 770-248-9037  
 Fax: 770-840-9867

Deliver To: From: David Bryan Comments:
---

15:01:49 DEC 16 2019

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

Price Quotation  
 Phone: 770-248-9037  
 Fax: 770-840-9867

Bid No: B475465  
 Bid Date: 12/16/19  
 Quoted By: DLB

Cust Phone: 706-632-2091  
 Terms: NET 10TH PROX

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

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

Cust PO#:

Job Name: ARCH PIPE

Item	Description	Quantity	Net Price	UM	Total
SP-51X31CL3RCP	51"X 31" CL3 RCP ARCH PIPE	40	164.000	FT	6560.00
	SUBTOTAL				6560.00
SP-42ARCHHW	42 ARCH HEADWALL RCP	1	3110.000	EA	3110.00
	SUBTOTAL				3110.00
<b>Net Total:</b>					\$9670.00
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$9670.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

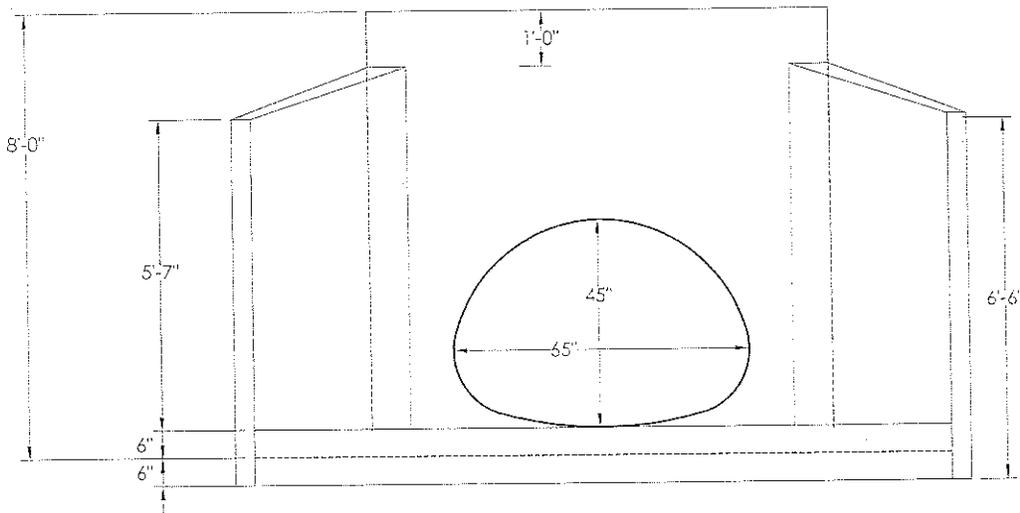
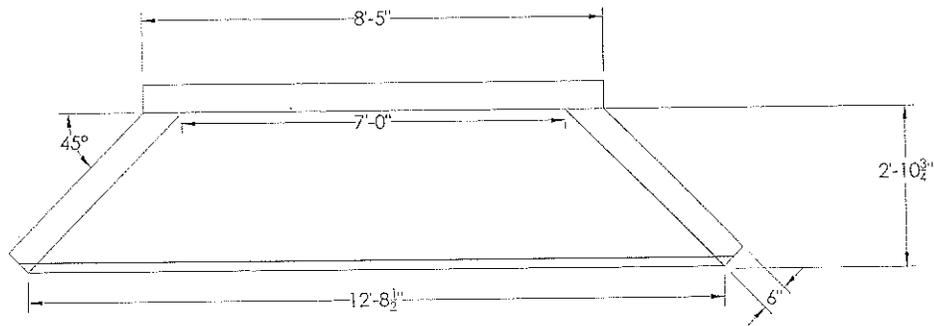
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications.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



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=554&on=48831>



HW FOR 42" RCAP  
 (Use 72"-78" HW form)

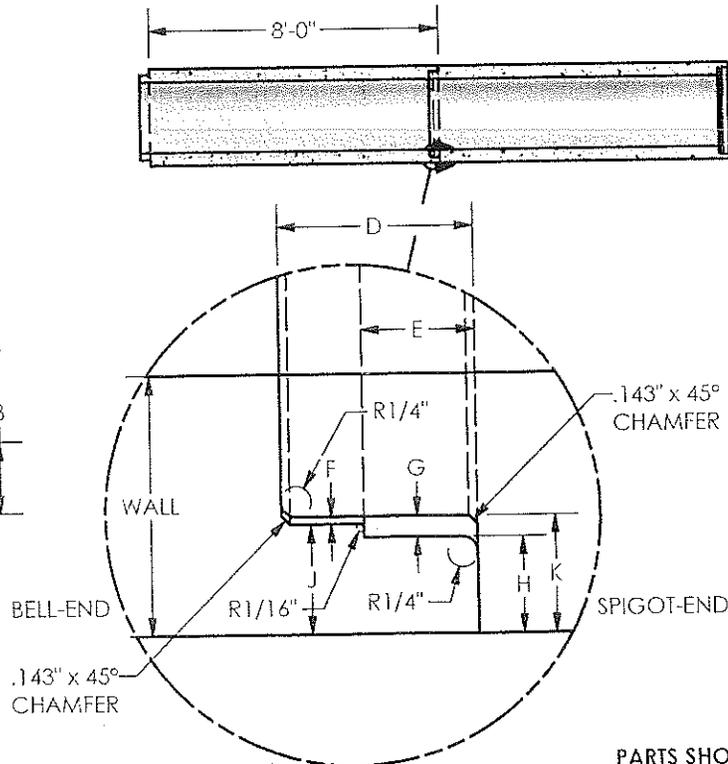
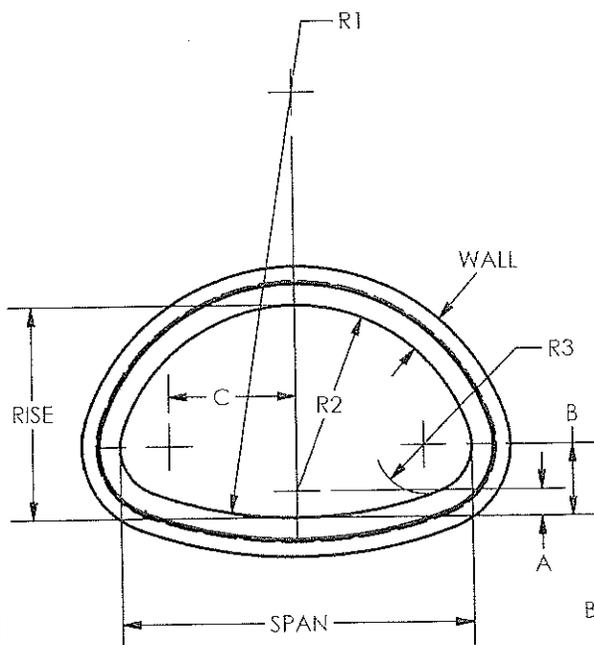
NOTES:

1. CONCRETE: 4,000 PSI, TYPE I/II CEMENT
2. GRADE 60 REINFORCEMENT ASTM A615
3. ALL # 5 BAR (WALL, WINGS, APRON & FOOTER)

	DWG. NO.	HW DRAWING, DWG	TITLE		FPC SUBMITTAL DRAWING - 42" ARCH PIPE - HW
	SCALE	NTS	DATE	05-29-2015	DRAWN BY GET

EQUIV Ø	WALL	RISE	SPAN	R1	R2	R3	A	B	C
15"	3.250"	11.0000"	18.000"	22.8750"	10.6250"	4.041400"	0.3750"	4.68750"	4.03125"
18"	3.375"	13.5000"	22.000"	27.5000"	13.7500"	5.250000"	0.2500"	6.00000"	5.75000"
24"	3.750"	18.0000"	28.500"	40.6875"	14.5625"	4.593750"	3.4375"	5.90625"	9.65625"
30"	4.250"	22.5000"	36.250"	51.0000"	18.7500"	6.031250"	3.7500"	7.68750"	12.09375"
36"	4.750"	26.6250"	43.750"	62.0000"	22.5000"	6.375000"	4.1250"	8.56250"	15.50000"
42"	5.250"	31.3125"	51.125"	73.0000"	26.2500"	7.562500"	5.0625"	10.09375"	18.00000"
48"	5.750"	36.0000"	58.500"	84.0000"	30.0000"	8.750000"	6.0000"	11.59375"	20.50000"
54"	6.25"	40.0000"	65.000"	92.5000"	33.3750"	9.812500"	6.6250"	13.00000"	22.68750"
60"	6.75"	45.0000"	73.000"	105.0000"	37.5000"	11.21875"	7.5000"	14.68750"	25.28125"

EQUIV Ø	D	E	F	G	H	J	K	TONS
15"	3.25"	1.875"	.126000"	0.32600"	1.00000"	1.314"	1.326"	0.80
18"	3.25"	1.875"	0.12500"	0.34375"	1.25000"	1.564"	1.576"	0.96
24"	3.25"	1.875"	0.12500"	0.34375"	1.50000"	1.814"	1.826"	1.36
30"	3.25"	1.875"	0.12500"	0.34375"	1.59375"	1.912"	1.924"	1.93
36"	3.25"	1.875"	0.12500"	0.34375"	1.71875"	2.037"	2.049"	2.56
42"	3.75"	2.250"	0.15625"	0.43750"	1.90625"	2.350"	2.365"	3.34
48"	3.75"	2.250"	0.15625"	0.43750"	2.15625"	2.600"	2.615"	4.13
54"	4.25"	2.250"	0.14600"	0.44600"	2.30400"	2.752"	2.750"	4.92
60"	4.25"	2.250"	0.14600"	0.44600"	2.60400"	3.052"	3.050"	5.92



**MATERIALS:**  
CONCRETE: 4,000 PSI, TYPE I/II CEMENT

**NOTES:**  
AVAILABLE IN CLASS III AND IV

**PARTS SHOWN:**  
30" ARCH RCP



## REINFORCED CONCRETE PIPE

ARCH PIPE

3.9